

AGENDA
PLANNING, BUILDING AND ZONING COMMITTEE
Village of Hoffman Estates
April 11, 2011

Immediately Following the Transportation & Road Improvement Committee

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

I. Roll Call

II. Approval of Minutes - March 14, 2011

NEW BUSINESS

1. Request by SKW Capital Management for a courtesy review for a Chase Bank to be located on the site of the current Myoda building at 1070 Roselle Road.
2. Request by Dino Alex for approval of a Redevelopment Agreement providing TIF funding for the redevelopment at the southeast corner of Roselle and Golf Roads in an amount of \$150,000.
3. Request approval of a temporary construction easement and a permanent traffic signal easement with Golf Center Shopping Center to allow installation of a traffic signal at the shopping center entrance from Roselle Road.
4. Request by St. Alexius Medical Center for approval of a Development Agreement regarding the platting requirements for the hospital campus properties at 1555 North Barrington Road.
5. Request approval by Alexian Brothers Behavioral Health Hospital for a plat of easement for the existing watermain on the property at 1650 Moon Lake Boulevard.
6. Request acceptance of Department of Development Services monthly report for Planning Division.
7. Request acceptance of Department of Development Services monthly report for Code Enforcement Division.
8. 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. Request approval of amendments to the Municipal Code to combine the functions of the Plan Commission and Zoning Board of Appeals.
2. Discussion regarding approval procedures and policy for cellular antenna requests.
(May)

VI. Adjournment

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

March 14, 2011

I. Roll Call

Members in Attendance:

**Gary Pilafas, Chairperson
Gary Stanton, Vice-Chairperson
Trustee Ray Kincaid**

**Other Corporate Authorities
in Attendance:**

**Trustee Karen Mills
Trustee Jacquelyn Green
Trustee Anna Newell
Village President William McLeod**

**Management Team Members
in Attendance:**

**Jim Norris, Village Manager
Dan O'Malley, Deputy Village Manager
Peter Gugliotta, Director of Planning
Patrick Seger, Human Resource Mgmt. Dir.
Mike Hankey, Director of Transportation
Don Plass, Director of Code Enforcement
Mike Hish, Police Chief
Joe Nebel, Acting Director of Public Works
Michael DuCharme, Director of Finance
Bruce Anderson, CATV Coordinator
Sarah Kuechler, Administrative Intern**

Others in Attendance

Nancy Harbottle, Arnstein & Lehr

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

II. Approval of Minutes

Motion by Mayor McLeod, seconded by Trustee Newell, to approve the Planning, Building & Zoning Committee meeting minutes of February 14, 2011. Voice vote taken. All ayes. Motion carried.

NEW BUSINESS

- 1. Request by McShane Hoffman Estates LLC for an extension of time to obtain a permit for mass grading and detention pond modifications located in Huntington 90 (formerly Huntington Woods) development on Central Road at AT&T Center Drive.**

An item summary from Peter Gugliotta was presented to the Committee.

Motion by Mayor McLeod, seconded by Trustee Mills, to approve request by McShane Hoffman Estates LLC for an extension of time to obtain a permit for mass grading and detention pond modifications in Huntington 90 development on Central Road at AT&T Center Drive from April 19, 2011 to April 19, 2012. Voice vote taken. All ayes. Motion carried.

2. Request approval by Americare Properties LLC for a plat of easement for a new watermain on the property at 5210 Trillium Boulevard.

An item summary from Peter Gugliotta was presented to Committee.

Motion by Trustee Mills, seconded by Mayor McLeod, to approve request y Americare Properties LLC for a plat of easement for a new watermain on the property at 5210 Trillium Boulevard. Voice vote taken. All ayes. Motion carried.

3. Request approval of a resolution adopting the 2011 zoning map.

An item summary from Peter Gugliotta was presented to Committee.

Motion by Trustee Mills, seconded by Mayor McLeod, to approve resolution adopting the 2011 zoning map. 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 Planning Division was submitted to the committee.

Motion by Trustee Mills, seconded by Trustee Stanton, 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 Code Enforcement Division was submitted to the committee.

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

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

The Department of Development Services monthly report for Economic Development and Tourism was submitted to the committee.

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

III. President's Report

IV. Other

Chairman Pilafas that

V. Items in Review

1. Request approval of amendments to the Municipal Code to combine the functions of the Plan Commission and Zoning Board of Appeals. (March)
2. Discussion regarding approval procedures and policy for cellular antenna requests (May).

VI. Adjournment

Motion by Mayor McLeod, seconded by Trustee Stanton, to adjourn the meeting at 7:10 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

Debbie Schoop, Executive Assistant

Date

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

NB1

SUBJECT: Request by SKW Capital Management for a courtesy review for a Chase Bank to be located on the site of the current Myoda building located at 1070 Roselle Road

MEETING DATE: April 11, 2011

COMMITTEE: Planning, Building and Zoning

FROM: Peter Gugliotta *PG*

REQUEST: Request by SKW Capital Management for a courtesy review for a Chase Bank to be located on the site of the current Myoda building located at 1070 Roselle Road.

BACKGROUND: The Myoda building located at 1070 Roselle Road is a two-story, approximately 18,700 square foot office building which most recently has been used as a computer store. It is located on an outlot in front of the Golf Center Shopping Center and is a little less than an acre in size.

This proposal to replace the building with a bank will be the first freestanding bank built since the moratorium on banks was lifted with the passage of Ordinance 3980-2007 that made freestanding banks a special use. In addition to a project having to meet the usual standards for a special use, the ordinance outlined additional standards that a bank would have to meet to get special use approval. This includes demonstrating that the use will not have a detrimental effect on the mix of retail and non-retail uses in the immediate area, and that the building can be adapted for a different use in the future.

In 2001, the Village commissioned a study of Revitalization Concepts for the Roselle Road Corridor Business District. Teska Associates provided a document that included six development principles that should be considered or evaluated when considering any revitalization changes to the area. The petitioner has included a written response to each of these principles in their submittal.

Additionally, the subject property is located within the Roselle Road TIF District and certain portions of the redevelopment may meet the criteria for TIF fund eligibility, but the petitioner has noted that TIF funds will not be requested for this redevelopment project.

PROPOSAL:

SKW Capital Management is proposing to purchase the Myoda building, tear it down, and redevelop the site as a new 4,200 square foot freestanding banking facility of J.P. Morgan Chase with four drive-thru lanes. The petitioner has provided information that the proposed redevelopment is consistent with the recommendations and conclusions of the two studies prepared for the Village of Hoffman Estates by Teska Associates Inc. ("Revitalization Concepts for the Roselle Road Corridor Business District") and S.B. Friedman and Co. ("Roselle Road Economic Development Retail Market Assessment"). The petitioner is also aware of the Village's desire to generate sales tax revenue from the subject site and has stated that they are willing to pay a "fee in lieu" to the Village.

Site Plan

The site plan depicts an approximately 4,200 square foot bank on the site with four drive-thru lanes and 42 parking spaces. Although a cross-parking easement exists with Golf Center, it is expected that all parking demand will be accommodated on the bank site. Access is proposed off the existing interior shopping center entrance drive. It is anticipated that a future traffic signal will be installed at Roselle Road and at the access drive for the overall shopping center that is immediately south of this site. Easements for this signal will be needed from this property. The property owner has indicated a willingness to work with the Village on securing these easements for the signal. Additionally, as part of the site plan review, staff will work with the petitioner to develop an enhanced streetscape along Roselle Road that is consistent with the desire to beautify the overall area as redevelopment of the area continues.

Summary

The petitioner understands that the Village desires a sales tax generating use on this site, but believes that removing the Myoda building (which obstructs Golf Center from Roselle Road, and replacing it with a newer, smaller building) would help the appearance and viability of the Golf Center Shopping Center overall. They believe that a national presence like Chase Bank would encourage more activity at the shopping center and encourage more synergy between this shopping center and Hoffman Plaza across the street. As mentioned previously, the petitioner has agreed to pay an "in lieu of sales tax" fee to offset the loss of potential sales tax. The fee in lieu will be negotiated as either a one time payment payable upon opening of the facility or over a period of time.

RECOMMENDATION:

Materials presented for courtesy review only.

Attachments

cc: Plan Commission Members
Zoning Board of Appeals Members
Sidney Weiner (SKW Capital Management)

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

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

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

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

Fifteen (15) copies of a site plan (preferably 8½" x 11"), a brief description of the project, and the "Statement of Understanding" (below) should be submitted to the Director of Planning approximately two weeks prior to the meeting. Meetings are typically held on the second Monday of the month, beginning at 7:30 p.m. A Village staff member will work with you regarding the submission of material and the meeting presentation.

Statement of Understanding

I understand my appearance before the Village Board (and any subsequent Village Board direction to proceed with applicable hearings or reviews) shall not constitute any Village Board endorsement, support, or implied approval of the subject property. I also understand the Plan Commission or Zoning Board of Appeals action shall only represent a recommendation to the Village Board and that final project approval or denial shall only occur through official Village Board action.

 Signature SIONEY WICHER Name (PLEASE PRINT)

Company/Developer: SKW Capital Management
Address: 2100 Sanders Road #2000
City, State, Zip Code: Northbrook Illinois 60062
Telephone Number: 847 580-5481
Email Address: 510@skwcapital.com

1070 Roselle Road 3/25/11
Name of Development Date

REDEVELOPMENT PROPOSAL FOR 1070 ROSELLE ROAD

SKW Capital Management (the "Developer") is purchasing the property located at 1070 Roselle Road in Hoffman Estates. The property includes a two story building of approximately 18,700 sq. ft. which was used as an office building. "Developer" is proposing to demolish the existing building and re-develop the site as a new 4100 square foot freestanding banking facility of J.P. Morgan Chase with 4 drive-thru lanes. The proposed redevelopment is consistent with the recommendations and conclusions of the two studies prepared for the Village of Hoffman Estates by Teska Associates Inc. ("Revitalization Concepts for the Roselle Road Corridor Business District") and S.B. Friedman and Co ("Roselle Road Economic Development Retail Market Assessment"). "Developer" is also aware of the Village's desire to generate sales tax revenue from the subject site and will pay a "fee in lieu" to the Village.

The Teska report, presented six "development principles" as the basis for revitalizing the subject trade area; 1) emphasize visibility 2) promote convenience 3) create a shopping destination 4) enhance aesthetics and attract customers to people friendly amenities 5) recognize the nature of real estate investment and decision making and 6) stage redevelopment carefully. This proposed redevelopment satisfies all of the principles presented in the Teska study.

- I. **EMPHASIZE VISIBILITY-** The Teska report concludes that "successful retail environments are distinguished by the ability to expose the stores and the goods in the stores to potential customers" which "is measured by the ability to see the shops or their signs or images which identify them from the drivers viewpoint".

The existing building on the site not only fails to promote visibility, it significantly hinders it. Standing two stories tall and stretching approximately 140 feet in width along Roselle Road, it severely obstructs the sight lines to Petland, Aquarium Adventure and TJ Maxx as well as to the former Michael's site. The proposed JP Morgan Chase banking facility would be less than half as wide (app. 62 feet wide), and would also be a single story structure as opposed to the existing two story facility. The improved sight lines would not only be a help to the existing anchor tenants mentioned above, it would greatly help the efforts to re-lease the vacant Michael's space which would provide a huge ancillary benefit to the Golf Center, as well as to the Village in increased sales tax dollars. Furthermore, it would also be a positive improvement that could only help in the current effort to re-finance the shopping center.

- II. **PROMOTE CONVENIENCE-** The Teska report emphasizes the importance of logistical convenience in creating a customer experience that encourages repeat customer returns.

"Developer", along with representatives of JP Morgan Chase has already had multiple meetings with Village staff to maximize the efficiency of the access to and from the site, as well as the circulation pattern within the development. Both the Teska and the Friedman studies noted the need to improve access at the proposed site. The proposed site plan currently before you is inclusive of comments and recommendations by Village staff that will maximize customer convenience within both the Chase site, and the entire Golf Center.

III. **CREATE A SHOPPING DESTINATION**- "The success of shopping centers is based not on one center-one purchase condition. Only when convenience, attractiveness and the relationship between stores draw the customers from one to the next are the theoretical economic advantages of shopping centers fulfilled." (Teska report, page 5).

Multiple studies have shown the benefits of clustering retail providers of "daily need" goods and services. Especially effective has been the grouping of grocers, pharmacies and retail banking facilities, as these are the three most common trips made by the family shopper. The proposed JP Morgan banking facility would create a substantial synergy with the Jewel grocery located in Hoffman Plaza and the Walgreens located directly south of the subject property, especially once the proposed traffic signal is operational linking the Golf Center with Hoffman Plaza. As the dominant retail banking institution in the Chicagoland area, Chase will attract a material number of its depositors as new shoppers to the Golf Center. Shoppers of the Jewel in Hoffman Plaza who may have not had reason to visit and spend at the Golf Center will now find it to be convenient and beneficial to them. In addition to the synergies described, the addition of a known, first tier tenant like Chase at the entrance of the Golf Center will provide needed assistance in the releasing of the vacant Michael's space which is critical to the health of the center. The Friedman report laments the difficulty of attracting first and second tier tenants to the Golf/Roselle corridor (bottom of page 13) due to the competition from the Woodfield Mall, and it is even more challenging in today's economic environment. The proposed JP Morgan Chase facility will be of significant value in establishing the Roselle corridor as a shopping destination.

IV. **ENHANCED AESTHETICS**- "In addition to seeking convenience, customers desire to be in an attractive and comfortable environment" (Teska report, page 5).

It is evident that a brand new prototype Chase facility would be a substantial aesthetic upgrade over the existing building. The current building not only hinders visibility it is inconsistent with the surrounding retail and is falling in to disrepair, creating an eyesore that will only be magnified as this becomes a signaled intersection. "Developer" and Chase are committed to building a new facility that will be much more inviting to the eye and will serve as an aesthetic enhancement to both the Golf Center, and the entire Roselle Road corridor.

V. **RECOGNIZE THE NATURE OF REAL ESTATE INVESTING AND DECISION MAKING**.- "Whether the revitalization is driven purely by the property owners and retail operators or by the desires of the community to motivate property owners and operators to better serve the community, revitalization efforts ultimately must be financially feasible for all parties" (Teska report, page 6).

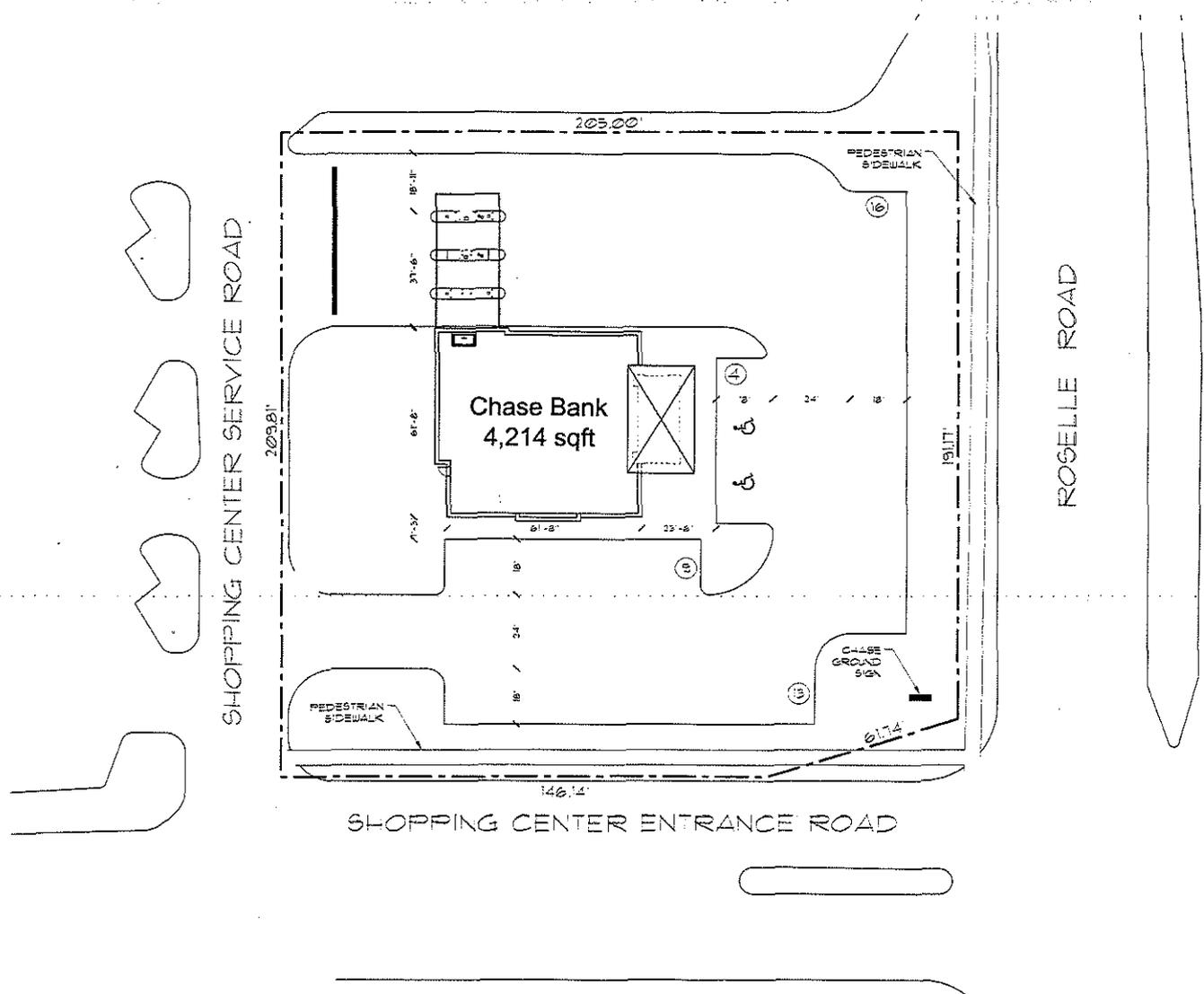
The current state of the real estate world is known to all. Vacancies are up, prices are down and the financing of new development is challenging. The rare tenant who is in the market today, is focusing on existing vacant space that can be leased or purchased at a fraction of what would have to be paid for rent in a new ground up development, as is the case with Royal Seafood Buffet ,taking financially cheap second generation space that has been reconfigured from the old Harlem Furniture building. "Developer" has explored opportunities with various food and retail users with little or no traction. ALL potential users agree that the current building could not be reconfigured, and current market rents being paid by other potential tenants do not even come close to economically justifying new ground up construction. Chase, by agreeing to be financially responsible for the cost of construction, presents the only opportunity for current development on the subject site.

VI. STAGE REDEVELOPMENT CAREFULLY- The Teska report, on page 6, recognizes that ground up new development “only happens where a strong market demand for new stores can support rents which overcome complete demolition.....etc”.

While most retail demand is currently weak, there is a current strong demand for a retail banking facility in the immediate trade area. “Developer” is aware that banks are often not the first choice of Villages, but this is not an overbanked corridor (Harris is the only major free standing bank) and most Villages have been much more receptive to proposals like this one that do not propose a bank development on a “hard corner”

VII. EFFECT OF DEVELOPMENT ON VILLAGE REVENUES

“Developer” is aware that the Village would prefer to have a sale tax generating tenant on this, or any site. To accommodate the Villages desire for revenue, “Developer” will agree to pay a fee, to the Village, in lieu of sales tax (“fee in lieu”). Fee in lieu will be negotiated as either a one time payment payable upon opening of the facility, or over a period of time. It should also be noted that “Developer” is **not seeking the commitment of any TIF funds from the Village.** “Developer” was told by seller of the property, that every other offer they had considered, contained contingencies regarding potential buyers getting six figure TIF assistance from the Village. The proposed JP Morgan Chase retail banking facility will provide for immediate revenue to the Village, without needing TIF financial assistance.

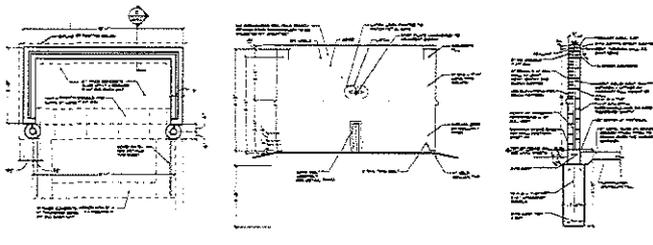
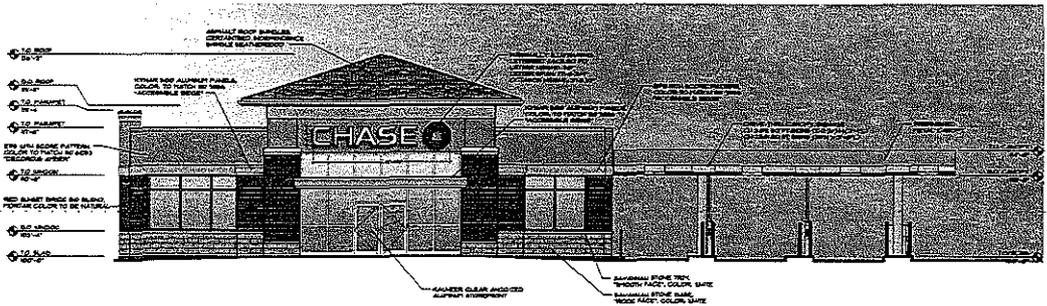
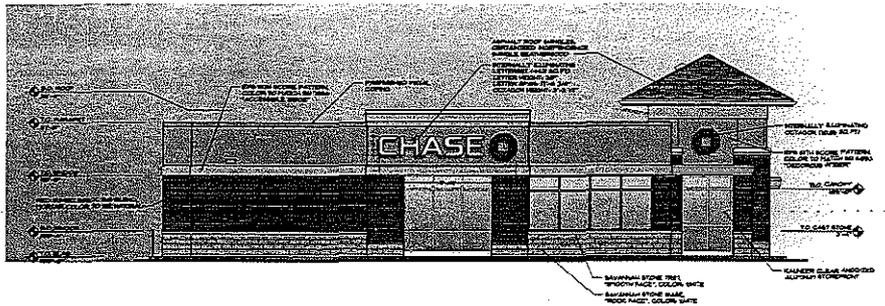
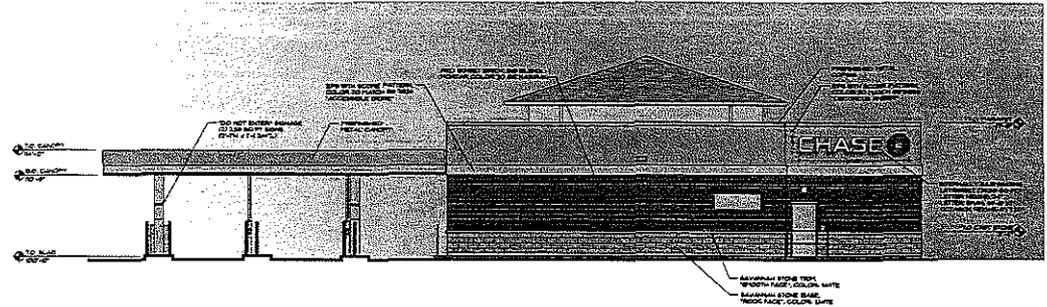
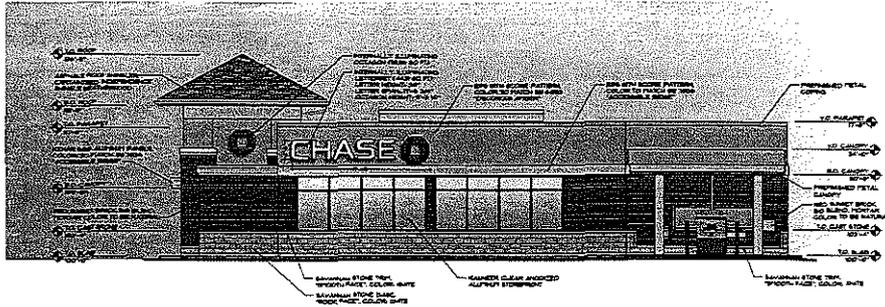


CHASE
HOFFMAN ESTATES
 ROSELLE ROAD & GOLF ROAD
 HOFFMAN ESTATES, ILLINOIS 60169

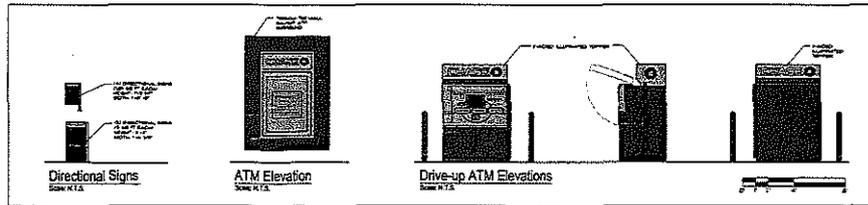
PROPOSED SITE PLAN
 MARCH 28TH 2011

Architect / Designer
 The Architects Partnership, Ltd.
 122 South Michigan Avenue - Suite 1810
 Chicago, Illinois 60603
 T: 312. 583. 9800
 F: 312. 583. 9890





Trash Enclosure Plan & Details



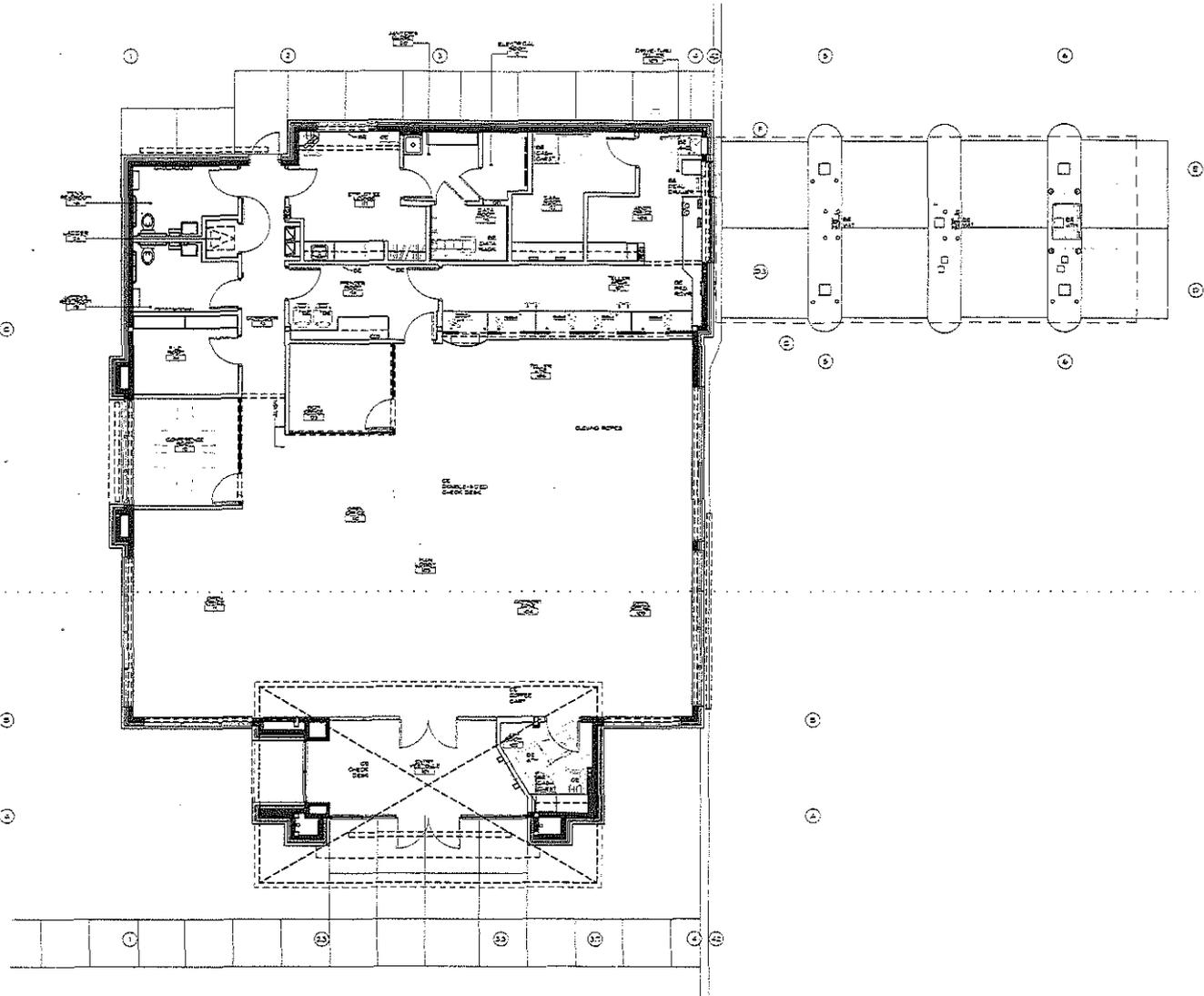
CHASE
HOFFMAN ESTATES
 ROSELLE ROAD & GOLF ROAD
 HOFFMAN ESTATES, ILLINOIS 60169

PROPOSED ELEVATIONS

MARCH 28TH 2011

Architect / Designer
 The Architects Partnership, Ltd.
 122 South Michigan Avenue - Suite 1810
 Chicago, Illinois 60603
 T: 312. 583. 9800
 F: 312. 583. 9890





CHASE 

HOFFMAN ESTATES

ROSELLE ROAD & GOLF ROAD
HOFFMAN ESTATES, ILLINOIS 60169

PROPOSED FLOOR PLAN

MARCH 28TH 2011

Architect / Designer
The Architects Partnership, Ltd.
122 South Michigan Avenue - Suite 1810
Chicago, Illinois 60603
T: 312. 583. 9800
F: 312. 583. 9890



**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request by Dino Alex for approval of a Redevelopment Agreement providing TIF funding for the redevelopment at the southeast corner of Roselle and Golf Roads in an amount of \$150,000

MEETING DATE: April 11, 2011

COMMITTEE: Planning, Building and Zoning

FROM: *mk* Mark Koplin/Gary Skoog *GS*

REQUEST: Request by Dino Alex for approval of a Redevelopment Agreement providing TIF funding for the redevelopment at the southeast corner of Roselle and Golf Roads in an amount of \$150,000.

BACKGROUND: Kin Properties owns the parcel at the southeast corner of Roselle and Golf Roads in the heart of the Roselle Road Business District. In 2003, the Village adopted Tax Increment Financing (TIF) for this Business District. With the TIF, a redevelopment plan and TIF budget were also adopted. Dino Alex has a long term lease for the corner property, which includes the existing Caribou Coffee (which will remain) and the vacant former Blockbuster site, which is currently being redeveloped and expanded for new tenants. Mr. Alex' site plan was approved in fall 2010, and work commenced on the redevelopment. Upon the encouragement by Village staff, Mr. Alex modified his original plans for the facade to provide a more architecturally significant and aesthetically pleasing design for the facade of this structure at a key intersection in the Village. Staff has been working with Mr. Alex on his TIF incentive request for several months working out the details.

DISCUSSION: The Redevelopment Agreement that provides for TIF funding for Mr. Alex' project follows the same format as the Redevelopment Agreements for the adjacent Hoffman Plaza and Jewel store that was approved in 2007. Mr. Alex seeks TIF funding in the amount of \$150,000 to offset his redevelopment costs and, in particular, for the enhanced architectural design for this property. While there is a long history with Mr. Alex at this site and many concepts for redevelopment considered over the years, the current project received approval from the Village Board last fall, and Mr. Alex is proceeding with construction. The improvements will provide a very noticeable upgrade of the structures at this important intersection.

DISCUSSION: (Continued)

- ◆ The **WHEREAS** clauses reference the TIF and establish the parties desire to proceed with the redevelopment project and the Village's willingness to provide a TIF incentive for this work.
- ◆ **Article I** incorporates the recitals and **Article II** provides for mutual assistance.
- ◆ **Article III** describes the redevelopment project as the rehabilitation of the existing retail center, acknowledging the Village's approval with the redevelopment plans. The parties also acknowledge that the project is in compliance with the TIF plan and TIF Act. Dino Alex commenced the work last fall and will complete by July 1, 2011. The Owner will provide copies of construction contracts within 30 days of this agreement. The Developer will carry out the work in conformance with all local, county, state, and federal laws.
- ◆ **Article IV** describes the Village incentive as an amount not to exceed \$150,000. The Owner will provide evidence of incurring at least \$900,000 of redevelopment costs. The Village will reimburse the Owner only upon completion of the project, provision of final lien waivers and paperwork evidencing payment to all sub-contractors, and after they have obtained a final certificate of occupancy.
- ◆ **Article V** addresses a number of special covenants of the Developer. The Developer agrees to pay real estate taxes, but reserves the right to challenge property tax assessments.
 - ◇ **Article 502 through 505** provided for Compliance with Laws, Indemnification of the Village, Insurance Requirements, and the Developer's responsibility to pay any MWRDGC fees and obtain such permits, as may be necessary. Regarding Insurance, if the center is damaged or destroyed, Insurance proceeds will be used to rebuild the center.
 - ◇ In **Article 506**, the Developer agrees to operate the center for the Term of this Agreement.
 - ◇ In **Article 507**, the Developer agrees to provide a master sign plan for the site.
 - ◇ **Article 508** puts limits on Assignment of this Agreement.
 - ◇ In **Article 509**, the Owner agrees to pay taxes and fees, as may be required.
 - ◇ In **Article 510**, environmental and hazardous material stipulations are listed.
- ◆ **Article VI** addresses Defaults and a Breach of the Agreement and provides Remedies for such.

DISCUSSION: (Continued)

- ◆ **Article VII** provides for Representations and Warranties, while **Article VIII** provides for General Provisions. In the General Provisions, the exhibits which include, among other things, the redevelopment plans, are referenced. The term of the Agreement is for a period of seven years after the upgrade construction is completed.

RECOMMENDATION:

Recommend approval by Dino Alex for approval of a Redevelopment Agreement providing TIF funding for the redevelopment at the southeast corner of Roselle and Golf Roads in an amount of \$150,000.

Attachment

cc: Dino Alex
Dean J. Papadakis (Kaplan, Papadakis & Gournis, P.C.)

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT ("Agreement"), dated this ____ day of _____, 2011, is made by and between the **VILLAGE OF HOFFMAN ESTATES**, Cook County, Illinois, an Illinois municipal corporation and home rule unit of local government (the "**Village**") and **DINO ALEX**, (the "**Developer**").

RECITALS

WHEREAS, the Village is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois and is a "home rule unit" under Section 6(a) of Article VII of the 1970 Constitution; and

WHEREAS, the Village has the authority to promote the health, safety and welfare of the Village and its inhabitants, to encourage private development in order to enhance the local tax base, create employment and ameliorate blight, and to enter into contractual agreements with third persons to achieve these purposes; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois (65 ILCS 5/11-74.4-1, *et. seq.*), as from time to time amended (the "**Act**"), the President and Board of Trustees of the Village are empowered to undertake the redevelopment of a designated area within its municipal limits in which existing conditions permit such area to be classified as a "blighted area" or a "conservation area" as defined in Section 11.74.4-3(b) of the Act; and

WHEREAS, in accordance with the requirements of the Act, the President and Board of Trustees of the Village, pursuant to Ordinance No. 3511-2003, adopted by the President and Board of Trustees of the Village on May 5, 2003, approved a redevelopment plan and project for the Golf, Higgins, Roselle Road Redevelopment Project Area (the "**Redevelopment Project Area**") as set forth in the document entitled "Golf, Higgins, Roselle Road Tax Increment Financing Redevelopment Project and Plan" (the "**TIF Plan**"), dated February 4, 2003, prepared by Kane, McKenna & Associates on behalf of the Village, which contains a plan for the redevelopment of the Redevelopment Project Area; and

WHEREAS, in accordance with the requirements of the Act, the President and Board of Trustees of the Village, pursuant to Ordinance Nos. 3512-2003 and 3513-2003, respectively, adopted by the President and Board of Trustees of the Village on May 5, 2003, designated the Redevelopment Project Area as a redevelopment project area (as that term is defined by the Act) and adopted tax increment allocation financing for the Redevelopment Project Area pursuant to the Act for the purposes of implementing the TIF Plan for the Redevelopment Project Area; and

WHEREAS, the Developer has a long term lease for the property located at 1185 Roselle Road, Hoffman Estates, Illinois (the "**Site**").

WHEREAS, the Developer desires to rehabilitate and redevelop the existing commercial building on the Site, along with certain improvements, all as described in more detail in this Agreement (collectively, the "**Project**"), on the land located within the Redevelopment Project Area and legally described on EXHIBIT "A" to this Agreement. Said land is hereinafter referred to in this Agreement as the Site. The Developer has submitted to the Village plans for rehabilitation and redevelopment of the Site, (the "**Redevelopment Plans**" attached hereto and incorporated herein as EXHIBIT "B" and made a part hereof; and

WHEREAS, the Village is desirous of having the Site redeveloped in order to serve the needs of the Village and the community in order to produce increased employment opportunities for area residents and increased tax revenues for the various taxing districts authorized to levy taxes within the Redevelopment Project Area; and

WHEREAS, in order to induce the Developer to rehabilitate and redevelop the Project, as described more particularly in this Agreement and to construct the Project, the President and Board of Trustees of the Village have determined that it is in the best interest of the Village to reimburse the Developer an amount not to exceed \$150,000 (one hundred fifty thousand) dollars of actual, documented, eligible Redevelopment Project Costs (collectively, the "**Village Incentive**") as further described and provided in Article IV below; and

WHEREAS, but for the Village Incentive, the Developer could not successfully complete the Project in the matter provided within this Agreement; and

WHEREAS, this Agreement has been submitted to the Developer for consideration and review, the Developer has approved this Agreement; and

WHEREAS, the President and Board of Trustees of the Village, after due and careful consideration, have determined that the completion of the Project by the Developer and the provision by the Village of the Village Incentives, in each case pursuant to this Agreement, will be in furtherance of the TIF Plan and increase employment opportunities, improve the environment of the Village, increase the assessed valuation of the real estate situated within the Village, increase the tax revenues realized by the Village, foster increased economic activity within the Village, and otherwise be in the best interests of the Village and the health, safety, morals and welfare of its residents and taxpayers.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises as contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

ARTICLE I INCORPORATION OF RECITALS

The foregoing recitals are material to this Agreement and are incorporated into and made a part of this Agreement as though they were fully set forth in this Article I.

ARTICLE II MUTUAL ASSISTANCE

The Village and Developer (hereinafter each a "**Party**" and collectively the "**Parties**") agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and in the Village's case, the adoption of such ordinances or resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

**ARTICLE III
REDEVELOPMENT PROJECT**

Section 301. Redevelopment Plan.

(a) The Developer agrees and covenants that the Project will consist of the rehabilitation and redevelopment of the retail building, including facade, parking lot circulation and pavement, landscaping, and lighting, all on the Site, as provided in the Redevelopment Plans and meeting the requirements of this Agreement.

(b) The Developer shall provide the Village with copies of all construction contracts for the Project within thirty (30) days of the effective date of this Agreement.

(c) The Developer has prepared final building and construction plans for all building and site improvements and received the required approvals and permits from the Village to initiate redevelopment (the "Construction Plans") in accordance with the rules, regulations, and ordinances of the Village. The Redevelopment Plans and the Construction Plans shall constitute the "Final Project Documents". The Developer shall construct the Project or cause the Project to be constructed in accordance with the Final Project Documents and the terms and conditions of this Agreement. The Village may administratively approve minor modifications to the building and site plans, as provided for by the Village Municipal Code.

(d) The Parties agree and acknowledge that development of the Project is in compliance with the TIF Plan and the Act.

(e) The Final Project Documents shall comply with all applicable federal, state, county, municipal or administrative laws, ordinances, rules, regulations, codes and orders (collectively, the "**Legal Requirements**") relating in any manner to the Work, including, without limitation, all environmental laws, the Americans With Disabilities Act and the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq/).

(f) The Developer shall carry out the Work and development in conformity with all applicable federal, state, county and local laws and ordinances, including all applicable federal and state standards and regulations and the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq/).

Section 302. Construction Commencement and Completion.

(a) The Developer has commenced construction of the Project as of September 1, 2010, and thereafter will diligently pursue completion of the Project. The Developer shall proceed with commercially reasonable diligence to complete construction of the Project on or before July 1, 2011, which date may be extended by Section 303 or Section 304.

(b) Subject to the terms, conditions and provisions provided below, the Developer has the following general responsibilities (which are not all inclusive) for the planning, design, development, construction and installation of the Work (with the technical assistance of such qualified outside consultants as the Developer, in its discretion, may retain):

(i) providing qualified field personnel for inspecting and reviewing the Work progress and construction of the Work, including final inspection and certification by Developer that, to the best of its knowledge, all Work, as constructed, conforms with the approved Final Project Documents;

(ii) providing documentation to the satisfaction of the Village for all expenses to be reimbursed by the Village and of all contractor licenses.

(iii) providing, either alone or in conjunction with the Developer's advisers and consultants, the appropriate coordination of all planning and construction of the Work, including the directing and scheduling of construction, all field inspections, tests, surveys and other activities related to the Work.

(iv) securing all authorizations, permits and licenses, including those of a temporary nature, as may be necessary for the construction and intended use of the Work.

Section 303. Force Majeure. Time is of the essence of this Agreement; however, a Party shall not be deemed in material breach of this Agreement with respect to construction of the Project if such Party fails to timely perform the same and such failure is due in whole or in part to war, acts of God, strikes, labor disputes, inability to procure materials, delay in issuance of necessary permits or authorizations by any governmental body, including but not limited to the Village, through no fault of the Developer or similar causes beyond the reasonable control of such Party ("**Force Majeure**"). If one of the foregoing events shall occur or either Party shall claim that such an event shall have occurred, the Party to whom such claim is made shall investigate same and consult with the Party making such claim regarding the same and the Party to whom such claim is made shall grant an extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure, provided that the failure of performance was reasonably caused by such Force Majeure.

Section 304. Environmental Remediation Delays. Time is of the essence of this Agreement; however, the completion date for the Project may be extended as follows where environmental conditions on the Site are discovered that require significant remediation activities prior to further construction and/or development activities taking place, and the Developer vigorously pursues such remediation. In the event of the discovery of such conditions, the Developer shall, within two (2) weeks of said discovery, inform the Village of the discovery and of the anticipated delay associated with remediation of such conditions. The Board of Trustees shall approve an extension of the completion date by the length of such period of remediation, which approval shall not be unreasonably withheld.

ARTICLE IV VILLAGE INCENTIVE

Section 401. Type and Amount of Village Incentive. The Village Incentive shall consist of reimbursement of an amount not to exceed \$150,000 (one hundred fifty thousand dollars) of the actual, documented, eligible Redevelopment Project Costs as described in Section 402.

Section 402. Reimbursements for TIF Eligible Costs.

(a) The Developer shall advance all funds and pay all costs necessary to (i) construct the Project and (ii) undertake other matters eligible for reimbursement pursuant to this Agreement in connection with the Work.

(b) For purposes of this Agreement, eligible "**Redevelopment Project Costs**" shall mean the actual documented costs paid to third parties and actually expended by the Developer to fully and totally complete the Project in accordance with the Final Project Documents, or any modification to same agreed to in writing by the Parties.

(c) The Parties agree and acknowledge that improvements identified in this Agreement qualify as "redevelopment project costs" as that term is defined in Section 11-74.4-3(q) of the Act and are eligible for reimbursement under the Act and under this Agreement.

(d) Reimbursement to the Developer shall be made upon completion of the Project and after issuance of a final certificate of occupancy. To establish a right of reimbursement for specific Redevelopment Project Costs under this Agreement, the Developer shall submit to the Village Manager the following documents:

- (i) Good and sufficient final waivers of lien and lien releases with respect to the payment requested.
- (ii) Bills and paid invoices for all Redevelopment Project Costs.
- (iii) Contractors sworn statement(s) and certification by an architect, landscape architect, and/or design consultant, as may be applicable, that the Project has been completed, passed all applicable inspections, received a final certificate of occupancy, and that Developer was obligated to make the payments for which the reimbursement was sought.
- (iv) A request for reimbursement in the form attached to this Agreement as **EXHIBIT "C"** ("**Request for Reimbursement**") setting forth the amount of reimbursement requested and the specific Redevelopment Project Costs for which reimbursement is sought.
- (v) Documentation showing the expenditure by the Developer of at least \$1,000,000 (one million) dollars in total Redevelopment Project Costs.

(e) All records with respect to the administration of the construction of the Project shall be created and maintained in a manner reasonably satisfactory to the Village and which will facilitate a ready determination as to whether or not a particular item of cost is eligible for reimbursement pursuant to the Act and this Agreement. The Village shall have sixty (60) days after receipt of any Request for Reimbursement from the Developer to approve or disapprove any of the expenditures for which reimbursement is sought in such request. If any Request for Reimbursement is disapproved, the Village must provide the Developer in writing and in detail with an explanation as to why such request was disapproved; provided, that the only reasons for disapproval of any expenditure for which reimbursement is sought shall be that such expenditure is not an eligible Redevelopment Project Cost or that the documentation therefore is insufficient. Once approved, the Village shall effect the requested reimbursement of approved expenditures to Developer within twenty-one (21) days after its approval of any Request for Reimbursement.

Section 403. No Individual or Personal Liability. Notwithstanding any other statement in this Agreement, the Parties agree that the representations made by the Village in this Agreement and incentives offered in this Article IV are made on behalf of the Village, and the Village President and Board of Trustees are not making such representations personally, are not parties to this Agreement, and shall incur no personal liability in conjunction with this Agreement.

Section 404. No Third Party Beneficiaries. This Agreement is made for the benefit of the parties and there are no third party beneficiaries.

ARTICLE V SPECIAL COVENANTS OF THE DEVELOPER

Section 501. Real Estate Taxes.

(a) The Developer agrees that it shall pay, when due, any and all real estate taxes and special assessments in respect to the Project, together with all improvements on such Parcel. Failure to timely pay said taxes and/or special assessments shall constitute a breach of this Agreement, subject to the Notice and cure provisions set forth in Article VI of this Agreement.

(b) The Developer acknowledges that the Project is within a Tax Increment Redevelopment Project Area and that all reimbursements provided herein shall be paid from tax increment generated within the Redevelopment Project Area. Therefore, the Developer agrees that if any claim or appeal contesting the validity or amount of any real estate property tax assessment for the Site is filed, the Developer shall provide notice of such claim or appeal, (in compliance with Section 804), together with copies of all documents filed in connection with such claim or appeal to the Village within seven (7) days of the date of filing. The Village shall have the right to contest any such claim or appeal.

Section 502. Compliance with Laws. The Developer represents and warrants to the Village, both as of the date of execution and delivery of this Agreement and for the Term of the Agreement, as follows:

(a) The Developer represents and warrants that the Project shall be constructed and fully completed in a good and workmanlike manner in accordance with all applicable federal, state and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, including but not limited to the building, electric, plumbing and fire codes that are applicable to the Project.

(b) The Developer further certifies that:

(i) It is not barred from contracting with any unit of state or local government as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 33E-4).

(ii) It shall comply with the Illinois Drug Free Work Place Act.

(iii) It shall comply with the Equal Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights.

(iv) It shall comply with the Americans with Disabilities Act and Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.).

(v) Any construction contracts entered into by the Developer relating to the construction of the Project shall require all contractors and subcontractors to comply with the Illinois Fair Employment Practices Act.

(vi) The Developer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue nor is delinquent in the payment of any money owed to the Village.

(vii) The Developer shall comply with all applicable federal laws, state laws and regulations including without limitation, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Developer agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and further agrees to make all required withholdings and deposits therefore. The Developer agrees to maintain full compliance with changing government requirements that govern or apply to the construction of the Project. The Developer understands and agrees that the most recent of such federal, county, state, and local laws and regulations will govern the administration of this Agreement at any particular time. Likewise, new federal, county, state and local laws, regulations, policies and administrative practices may be established after the date of the Agreement has been executed and may apply to this Agreement and the Project. Any lawsuit or complaint of violation of laws that is received by the Developer relative to this Agreement or the Project shall be immediately forwarded to the Village Manager.

(viii) The Developer shall be in compliance with the Village's property maintenance regulations. Further, Developer shall remedy any code violations prior to payment of the incentive to Developer.

Section 503. Indemnification of Village. Developer, its successors and assigns shall defend, indemnify and hold harmless the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees, from and against any and all civil liabilities, actions, responsibilities, obligations, losses, damages and claims, and all costs and expenses, including but not limited to attorney's fees and expenses (collectively, "Losses") pursuant to any federal, state and local laws including the common law), statutes, ordinances, rules, regulations and other requirements relating to or which the Village and/or its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees may incur from or on account of Developer's use of the Site, any tests or surveys conducted by the Developer, and the construction of the Project, including but not limited to any Losses incurred which are based on tort law, wrongful death and/or a personal injury claim, suit or action and/or any Losses relating to environmental investigation, cleanup, or abatement, whether asserted or unasserted, direct or indirect, existing or inchoate, known or unknown, having arisen or to arise in the future, and in any manner whatsoever incurred by reason of Developer's or worker's activities at the Site or the Work. It is expressly understood, agreed upon and the specific intent of this Agreement that the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees will at no time assume responsibility or liability for the actions of Developer or any of the workers or other

persons on the Site. As between the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees and Developer, Developer shall at all times be held solely responsible to all persons on the Site present there because of the Project and Work thereon. Developer and its successors and assigns hereby agree to release, waive, covenant not to sue and forever discharge the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees, for any claim, suit or action, whether or not well founded in fact or in law, which Developer and the workers have, or may have, arising out of the Project, except to the extent that any contamination occurs as a result of actions taken after the date of this Agreement by the Village or any of its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees, and except for any claim or action which Developer, its successors and assigns may have under this Agreement.

Section 504. Insurance.

(a) The Developer, and any successor in interest to the Developer, shall obtain or cause to be obtained and continuously maintain during the Term of this Agreement, insurance on the Project and provide a copy of all policies to the Village with proof that the premiums for such insurance have been paid and the insurance is in effect. The insurance coverage described below is the minimum insurance coverage that the Developer must obtain and continuously maintain, provided that the Developer shall obtain the insurance described in clause (i) below prior to the commencement of construction of any portion of the Project:

(i) During construction of the Project, workers compensation insurance with statutory coverage.

(ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Certificate naming the Village as an additional insured with limits against bodily injury and property damage of not less than \$5,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used), written on an occurrence basis.

(iii) During the Term of this Agreement, the Developer shall insure all improvements contained upon the Parcel. The property and casualty insurance shall be in an amount equal to ninety percent (90%) of the insurable value of the Project at the date of completion. The Developer hereby assigns and pledges to the Village its right, title and interest in a portion of the proceeds and sums payable as compensation for the loss or damage to the improvements on the Parcel from all present and future insurance policies pertaining to the improvements on the Parcel as provided herein. Such assignment shall be evidenced by an Assignment in the form attached hereto as **Exhibit D**.

1) The Village waives all rights to proceeds if any losses are repaired, replaced or rebuilt with commercially reasonable diligence after loss so as not to decrease the assessed valuation of the Parcel.

2) If any property losses are not replaced or rebuilt as required by paragraph (1) above, the Village shall be entitled to reimbursement from the insurance proceeds or the Developer as provided in subparagraphs aa.) through dd.) below.

aa) In the event that the improvements to the parcel are destroyed or damaged, the Village shall be entitled to full reimbursement in the principal amount of \$150,000 (one hundred fifty thousand) dollars, which principal shall be reduced annually by the amount of \$21,400 (twenty-one thousand and four hundred) dollars beginning one year after the Project is completed to the date of any damage to the improvements. Should the improvements to the parcel be partially damaged or destroyed, the Village shall be entitled to a pro rated reimbursement of principal amount on a percentage basis calculated by dividing the square footage of the improvements damaged or destroyed by the total square footage of the improvements within the Project. [Principal amount x (square footage of improvements damaged or destroyed/ 8900 square footage of total improvements)].

bb) Square footage damaged or destroyed shall mean the entire area of the improvements that cannot be utilized for its intended purpose due to the damage or destruction.

cc) Notwithstanding the foregoing, no reimbursement to the Village pursuant to this Section 504 shall be required if the total losses payable to the Developer are \$15,000 (fifteen thousand) dollars (or 10% of \$150,000) or less.

(b) All insurance required in this Article shall be obtained and continuously maintained in responsible insurance companies selected by the Developer or its successors that are authorized under the laws of the State to assume the risks covered by such policies. Unless otherwise provided in this Article, each policy must contain a provision that the insurer will not cancel nor modify the policy without giving written notice to the insured and the Village at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Developer, or its successor or assign, must renew the existing policy or replace the policy with another policy conforming to the provisions of this Article. In lieu of separate policies, the Developer or its successor or assign, may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein.

(c) In the event that the retail building is damaged or destroyed, any insurance proceeds received from such loss shall be utilized to promptly reconstruct the shopping center with commercially reasonable diligence or to reimburse the Village as provided herein for any amounts paid pursuant to Section 402.

Section 505. Developer Responsible for All Utility Relocation and MWRDGC Fees. The Developer agrees that it will pay all utility relocation fees or any fees imposed with respect to the Project by the Metropolitan Water Reclamation District of Greater Chicago.

Section 506. Operation of the Shopping Center. The Developer agrees that it will, from and after the date of certification by the Village that the Project has been constructed in accordance with this Agreement, maintain and operate the Shopping Center for the Term of this Agreement.

Section 507. Signage. All signage to be located upon the Site shall be part of a Master Sign Plan subject to Village Board approval and in accordance with all applicable Village ordinances and permitting requirements, which approval shall not be unreasonably withheld. The Developer shall submit a Master Sign Plan for review and approval by the Village and install all signage within three (3) months from signed Agreement.

Section 508. Assignment.

(a) The Developer agrees that except to the extent needed to secure financing for the Project, it will not transfer all or any interest in this Agreement prior to the completion of the Project, without the prior written consent of the Village, which consent shall not unreasonably be withheld, subject to the provisions of paragraph (b) below; provided, however, that nothing in this Agreement shall preclude the granting of easements, licenses or rights of way to utility companies.

(b) The Village Board, in its sole discretion and opinion, will approve any transfer that meets the following conditions: (i) the transferee shall, in the Village's reasonable judgment, have the experience and financial ability to fulfill the obligations of the Developer hereunder; (ii) the transferee shall have executed and delivered to the Village an instrument stating that such Transferee has read this Agreement and agrees to be bound by its terms, including, but not limited to, this Section 508, and, (iii) if such transferee is not a natural person, deliver to the Village written opinion of counsel to such transferee covering such matters as the Village may reasonably request.

(c) Upon consummation of a transfer complying with the provisions of this Section 508, the Developer shall be relieved from all further liability under this Agreement with respect to the interest so transferred.

(d) Each reference to the Developer in this Section 508 shall be deemed to include the successors and assigns of the Developer under this Agreement, including the person or persons acquiring all or a portion of the interest of such members and any shareholders, members or partners of any successor or assign of the Developer.

Section 509. Payment of Taxes and Fees. Except as provided in Section 501 of this Agreement the Developer agrees to promptly pay or cause to be paid as the same become due, any and all fees, rent, taxes and governmental charges of any kind that may at any time be lawfully assessed with respect to the Project or required under this Agreement. The Developer certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or any tax or fee administered by the Village. The Developer does not owe the Village any money prior to the execution of this Agreement and knows of no proposed additional tax or assessment against it by any governmental authority, that would be reasonably likely to have a material adverse effect on the business, condition (financial or otherwise) or operations of the Developer.

Section 510. Environmental Matters. The Developer shall not dispose of or release any hazardous substance, material, contaminant, or pollutant, as defined by any federal or state environmental laws, in, under, on or about the Site. The Developer, at its costs, shall remediate any hazardous substance, contaminant or pollution or other dangerous environmental condition that it (or its employees, agents or contractors) creates or causes with respect to the Project in accordance with all federal, state, county and local applicable laws and regulations. The Developer shall indemnify and hold the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees harmless against any claim,

suit, loss, liability or damage, including, attorneys fees and expenses incurred by the Village and/or its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees in defending itself or complying with applicable laws and regulations, arising out of or relating to the disposal or release of any hazardous substance, material, contaminant, or pollutant during performance of the Project in, under, on or about the Site by the Developer.

ARTICLE VI REMEDIES FOR BREACH OF AGREEMENT

Section 601. Developer Events of Default. The following shall be Events of Default with respect to this Agreement:

(a) If any material representation made by Developer in this Agreement, or in any certificate, notice, demand or request made by a party hereto, in writing and delivered to the Village pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an Event of Default only if Developer does not remedy the default within thirty (30) days after written notice from the Village.

(b) Default by Developer for a period of thirty (30) days after written notice thereof in the performance or breach of any material covenant contained in this Agreement, or any other agreement, financing or otherwise, concerning the existence, structure or financial condition of Developer and/or the Project and Property.

(c) The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, (or similar official) of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of thirty (30) consecutive days.

(d) The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, (or similar official) of Developer or of any substantial part of the Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others and not dismissed within thirty (30) consecutive days.

(e) Failure to have funds to meet Developer's obligations; provided, however, that such default shall constitute an Event of Default only if Developer does not remedy the default within thirty (30) days after written notice from the Village.

(f) Developer abandons the Project on the Property. Abandonment shall be deemed to have occurred when work stops on the Property for more than thirty (30) days for any reason other than: (i) Force Majeure or (ii) if Developer is ahead of its planned construction schedule.

(g) Developer fails to operate the retail building as required under the terms of this Agreement.

(h) Developer materially fails to comply with applicable governmental codes and regulations in relation to the construction and maintenance of the buildings contemplated by this Agreement; provided, however, that such default shall constitute an Event of Default only if the Developer does not, within thirty (30) days after written notice from the Village, remedy the default.

(i) If the Developer refuses or fails to construct the Project in conformance with the Final Project Documents and consistent with the provisions of this Agreement, the Village may, in its sole discretion, terminate this Agreement and the Village's obligation to make any payment due under this Agreement shall terminate and the Village shall not be obligated to pay any kind of compensation, damages, or penalties to the Developer.

Section 602. Village Events of Default. The following shall be Events of Default with respect to this Agreement:

(a) If any representation made by the Village in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to Developer pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an Event of Default only if the Village does not remedy the default within thirty (30) days after written notice from Developer.

(b) Default by the Village in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure or financial condition of the Village; provided, however, that such default shall constitute an Event of Default only if the Village does not remedy the default within thirty (30) days after written notice from Developer.

(c) Default by the Village in the performance or breach of any material covenant, warranty or obligation contained in this Agreement; including but not limited to failure by the Village to make any reimbursement or payment required pursuant to Section 402 of this Agreement provided, however, that such default shall constitute an Event of Default only if the Village does not remedy the default within thirty (30) days after written notice from the Developer.

Section 603. Remedies for Default. In the case of an Event of Default hereunder:

(a) The defaulting Party shall, upon written notice (in accordance with the provisions of Section 804 of this Agreement) from the non-defaulting party, take immediate action to cure or remedy such Event of Default. If, in such case, any monetary Event of Default is not cured within thirty (30) days, or if in the case of a non-monetary Event of Default, action is not taken or not diligently pursued, or if action is taken and diligently pursued but such Event of Default or breach shall not be cured or remedied within a reasonable time, but in no event more than ninety (90) additional days after receipt of such notice, unless extended by mutual agreement, then the non-defaulting party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance of the defaulting party's obligations under this Agreement.

(b) In case the Village shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason, then, and in every such case, Developer and the Village shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of Developer and the Village shall continue as though no such proceedings had been taken.

(c) In the case of an Event of Default by Developer, and its failure to cure such default after due notice and within the time frames provided for in this Agreement, in addition to any other remedies at law or in equity, the Village shall be relieved of its obligations under this Agreement, including but not limited to its obligation to pay any incentive amounts to the Developer.

(d) If this Agreement is terminated due to the Developer's material breach of the Agreement, the Developer shall repay to the Village Redevelopment Project Costs paid to it pursuant to Article IV above on a pro rata basis as set forth herein. Based upon a seven (7) year Term which shall commence upon the date of Project Completion, upon a termination as provided herein, Developer shall repay Redevelopment Project Costs to the Village in a sum equal to $1/7^{\text{th}}$ of the total Redevelopment Project Costs previously received by Developer for each year remaining in the Term of this Agreement, from the date of the default. By way of example, if this Agreement is terminated for a default occurring after the 4th year of the Term by Developer, then Developer shall be required to repay $3/7^{\text{ths}}$ of the Redevelopment Project Costs previously paid by the Village. The Parties understand and agree that actual damages in the event of such an occurrence are difficult to ascertain and that repayment to the Village in accordance with this Agreement, is the best current estimate of damages as agreed to by the Parties. The Parties further agree that the provisions of this subsection (d) are the sole and exclusive damages remedy of the Village upon termination of this Agreement as a result of Developer's breach of this Agreement, except for the attorneys' fees provisions in subsection (g) below.

(e) Any payment or repayment required of the Developer under the terms of this Agreement shall be a lien upon the Site which may be foreclosed in the same manner and with the same effect as in the foreclosure of a mortgage upon real estate.

(f) In the case of an Event of Default by the Village and its failure to cure such default after due notice and within the time period provided for in this Agreement, in addition to any other remedies at law or in equity, the Developer shall be relieved, during the entire period of any such ongoing Default, of its obligations under this Agreement if it so elects, and the Developer shall have the right, if it so elects, to terminate this Agreement.

(g) In the event any Party shall institute legal action because of a breach of any provision or obligation contained in this Agreement, the prevailing Party shall be entitled to recover all costs of filing suit and reasonable litigation expenses including reasonable attorneys' fees incurred therefore.

(h) Notwithstanding any other provision of this Agreement, the maximum amount of money the Village is required to pay under the terms of this Agreement is one hundred fifty thousand dollars (\$150,000.00).

Section 604. No Waiver by Delay or Otherwise. Any delay by either Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that neither Party should be deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made with respect to any specific Event of Default be considered or treated as a waiver of the rights by the waiving Party of any future Event of Default hereunder, except to the extent specifically waived in writing. No waiver made with respect to the performance, nor the manner or time thereof, of any obligation or any condition under the Agreement shall be considered a waiver of any rights except if expressly waived in writing.

Section 605. Rights and Remedies Cumulative. The rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise by such Party, at that time or different times, of any other such remedies for the same Event of Default.

ARTICLE VII REPRESENTATIONS AND WARRANTIES

Section 701. Developer's Representations and Warranties. The Developer represents and warrants that:

(a) It is a duly organized and validly existing Land Trust under the laws of the State of Illinois. The Developer has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement and this Agreement has been duly executed and delivered by authorized members of the Developer and is legally binding upon and enforceable against the Developer in accordance with its terms.

(b) The Developer is not a party to any contract or agreement or subject to any charter, operating agreement, article of organization or other limited liability company restriction which materially and adversely affects its business, property or assets, or financial condition. Neither the execution and delivery of this Agreement nor compliance with the terms of this Agreement will conflict with, or result in any breach of the terms, conditions or restrictions of, or constitute a default under, or result in any violation of, or result in the creation of any liens upon the properties or assets of the Developer pursuant to, the operating agreement or articles of incorporation of the Developer, any award of any arbitrator or any agreement (including any agreement with members), instrument, order, judgment, decree, statute, law, rule or regulation to which the Developer is subject.

(c) There is no action, suit, investigation or proceeding pending, or to the knowledge of the Developer, threatened against or affecting the Developer, at law or in equity, or before any court, arbitrator, or administrative or governmental body, nor has the Developer received notice in respect of, nor does it have any knowledge of, any default with respect to any judgment, order, writ, injunction, or decree of any court, governmental authority or arbitration board or tribunal, which in either case might reasonably be expected to result in any material adverse change in the business, condition (financial or otherwise) or operations of the Developer or the ability of the Developer to perform its obligations under this Agreement.

(d) The execution, delivery and performance of this Agreement have been duly authorized by all requisite corporate action.

(e) The Developer has filed all federal, state and other income tax returns which, to the knowledge of the officers of the Developer, are required to be filed, and each has paid all taxes as shown on such returns and on all assessments received by it to the extent that such taxes have become due, except such taxes as are being contested in good faith by appropriate proceedings for which adequate reserves have been established in accordance with generally accepted accounting principles. The Developer knows of no proposed additional tax or assessment against it by any governmental authority that would be reasonably likely to have a material adverse effect on the business, condition (financial or otherwise) or operations of the Developer.

(f) The Developer has, or is able to obtain, funds in an amount not less than that required to complete construction of the Project.

Section 702. Village Representations and Warranties. The Village represents and warrants that:

(a) The Village is a municipal corporation under the laws of the State of Illinois with power and authority under its home rule powers and the Act to enter into this Agreement and to consummate the transactions contemplated by this Agreement.

(b) To the best of its knowledge and belief, the execution of this Agreement and the consummation of the transactions contemplated by this Agreement will not result in any breach of, or constitute a default under, any agreement, contract, lease, mortgage, indenture, deed of trust or other instrument to which the Village is a party, nor violate any federal, state or local ordinance or statute.

(c) There is no action, suit or proceeding pending, or to the knowledge of the Village threatened, against or affecting the Village, at law or in equity, or before any governmental authority which, if adversely determined, would impair the Village's ability to perform its obligations under this Agreement.

(d) All actions of the President and Board of Trustees of the Village required to be taken to authorize execution of this Agreement have been validly and duly taken in accordance with law and the officers of the Village signing this Agreement have been duly authorized to execute this Agreement on behalf of the Village.

(e) The Project as set forth in this Agreement will not result in the displacement of residents from inhabited units under Section 11-74.4-3(n)(5) of the Act.

Section 703. Disclosure. In accordance with Illinois law, 50 ILCS 105/3.1, simultaneously with the execution of this Agreement by the parties, the Developer or an authorized managing member thereof shall submit a sworn affidavit to the Village disclosing the identity of every owner and beneficiary who shall obtain any interest, real or personal, in the Project, and every shareholder entitled to receive more than 7½% of the total distributable income of any corporation after having obtained such an interest in the Project or, alternatively, if a corporation's stock is publicly traded, a sworn affidavit by an officer of the Developer or its managing agent that there is no readily known individual who shall obtain a greater than 7½ percent interest, real or personal, in the Developer or the Project. The sworn affidavit shall be substantially similar to the one described in **EXHIBIT "E"** attached hereto and made a part of this Agreement. Said affidavit shall be updated, as necessary.

**ARTICLE VIII
GENERAL PROVISIONS**

Section 801. Entire Agreement; Successors and Assigns; Amendments. This Agreement, and the Exhibits attached to it contain the entire agreement between the Parties in connection with these transactions, and there are no oral or parole agreements, representations or inducements existing between the parties relating to these transactions which are not expressly set forth in this Agreement and covered by this Agreement. This Agreement may not be modified except by a written agreement signed by all of the parties or their successors in interest, and in the case of the Village, shall require the adoption of an ordinance or resolution by the President and Board of Trustees of the Village approving such amendment. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement, their respective heirs, legal representatives, administrators, successors, successors in interest and assigns.

Section 802. Governing Law; Interpretation; Partial Invalidity. This Agreement shall be governed by the laws of the State of Illinois. The captions, section numbers and article numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, construe or describe the scope or intent of such paragraphs or articles of this Agreement nor in any way affect this Agreement. The invalidity of any provision of this Agreement or portion of a provision shall not affect the validity of any other provision of this Agreement or the remaining portions of the applicable provision.

Section 803. Notices. All notices, demands, requests, consents, approvals or other instruments required or permitted to be given under this Agreement shall be in writing and shall be executed by the Party or an officer, agent or attorney of the Party, and shall be deemed to have been effective as of the date of actual delivery, if by messenger delivery, on the date of transmission if transmitted via facsimile during normal business hours (9:00 a.m. to 5:00 p.m.), or as of the third (3rd) day from and including the date of posting, if deposited in the United States mail, postage prepaid, registered or certified mail, addressed as follows (or to such other address as may be designated from time to time by either Party by written notice to the other):

If to the Developer: Mr. Dino Alex
1712 Sturbridge Road
Hoffman Estates, Illinois 60192

With a copy to: Dean J. Papadakis, Esq.
Kaplan, Papadakis & Gournis, P.C.
180 N. LaSalle Street, Suite 2108
Chicago, Illinois 60601

And: Kin Properties, Inc.
Attn: Lee Cherney
185 N.W. Spanish River Road
Boca Raton, FL 33431

If to the Village: Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, Illinois 60169
Attn: Village Manager

With a copy to: Arthur L. Janura, Jr.
Arnstein & Lehr LLP
120 Riverside Plaza, Suite 1200
Chicago, Illinois 60606

Section 804. Conflict of Interest: Village's Representative Not Individually Liable. No member, official or employee of the Village shall have any personal interest, direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects such person's interests or the interests of any corporation, partnership, or association in which such person is directly or indirectly interested. No member or employee of the Village has acquired any interest direct, or indirect, in the Site. No member, official, or employee of the Village shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the Village or for any amount which may become due to the Developer or successor or on any obligation under the terms of this Agreement, except as such shall be found to be caused by a violation of Section 4(n) of the Act.

Section 805. Municipal Limitation. All commitments or obligations of the Village undertaken pursuant to this Agreement shall be limited to the extent that such obligations are within its powers as a municipal corporation.

Section 806. Costs. Any cost and expense incurred by either Party with regard to the preparation of this Agreement shall be borne exclusively by such Party with no right to reimbursement from the other except as provided in this Agreement.

Section 807. Recording. The Parties agree that this Agreement will be recorded by the Village, at its cost, with the Cook County Recorder's Office after execution thereof by the Parties.

Section 808. No Joint Venture. Nothing contained in this Agreement is intended by the Parties to create a joint venture between the Parties. It is understood and agreed that this Agreement does not provide for the joint exercise by the Parties of any activity, function or service, nor does it create a joint enterprise, nor does it constitute either Party as an agent of the other for any purpose whatsoever.

Section 809. Counterparts. This Agreement may be executed in several counterparts and by each Party on a separate counterpart, each of which, when so executed and delivered, shall be an original, but all of which together shall constitute but one and the same instrument. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

Section 810. Authority to Execute. Each signatory on behalf of a Party to this Agreement warrants and represents that he or she is a duly authorized representative of that Party, with full power and authority to agree to this Agreement, and all terms herein, on behalf of that Party.

Section 811. Exhibits. The following exhibits are attached hereto and made a part hereof or incorporated herein by reference and made a part hereof:

EXHIBIT A - Legal Description of Site

EXHIBIT B - Redevelopment Plans

EXHIBIT C - Form of Request for Reimbursement

EXHIBIT D - Assignment

EXHIBIT E - Disclosure Affidavit

Section 812. Approvals. The Developer recognizes and agrees that the Village shall exercise reasonable discretion with regard to all approvals and permits as required by ordinance relating to the Project, including, but not limited to, approval of the Final Project Documents, demolition permits, excavation permits, grading permits, building permits, certificates of occupancy and failure on the part of the Village to grant any approval or issue any permit shall not be deemed as the cause of a default by the Developer under this Agreement or give rise to any claim or damages against or liability to the Village pursuant to this Agreement.

Section 813. Effective Date - Term of Agreement. This Agreement shall be deemed dated and become effective on the date that the last signatory signs this Agreement and shall remain in effect for a period of seven (7) years from the date of the certificate of occupancy for the Project.

IN WITNESS WHEREOF, the parties to this Agreement have set their hands and seals to this Agreement on the day and year first above written.

VILLAGE OF HOFFMAN ESTATES

DINO ALEX

By: _____
Name: William D. McLeod
Title: Village President

Dino Alex
Developer

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Name: Bev Romanoff
Title: Village Clerk

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

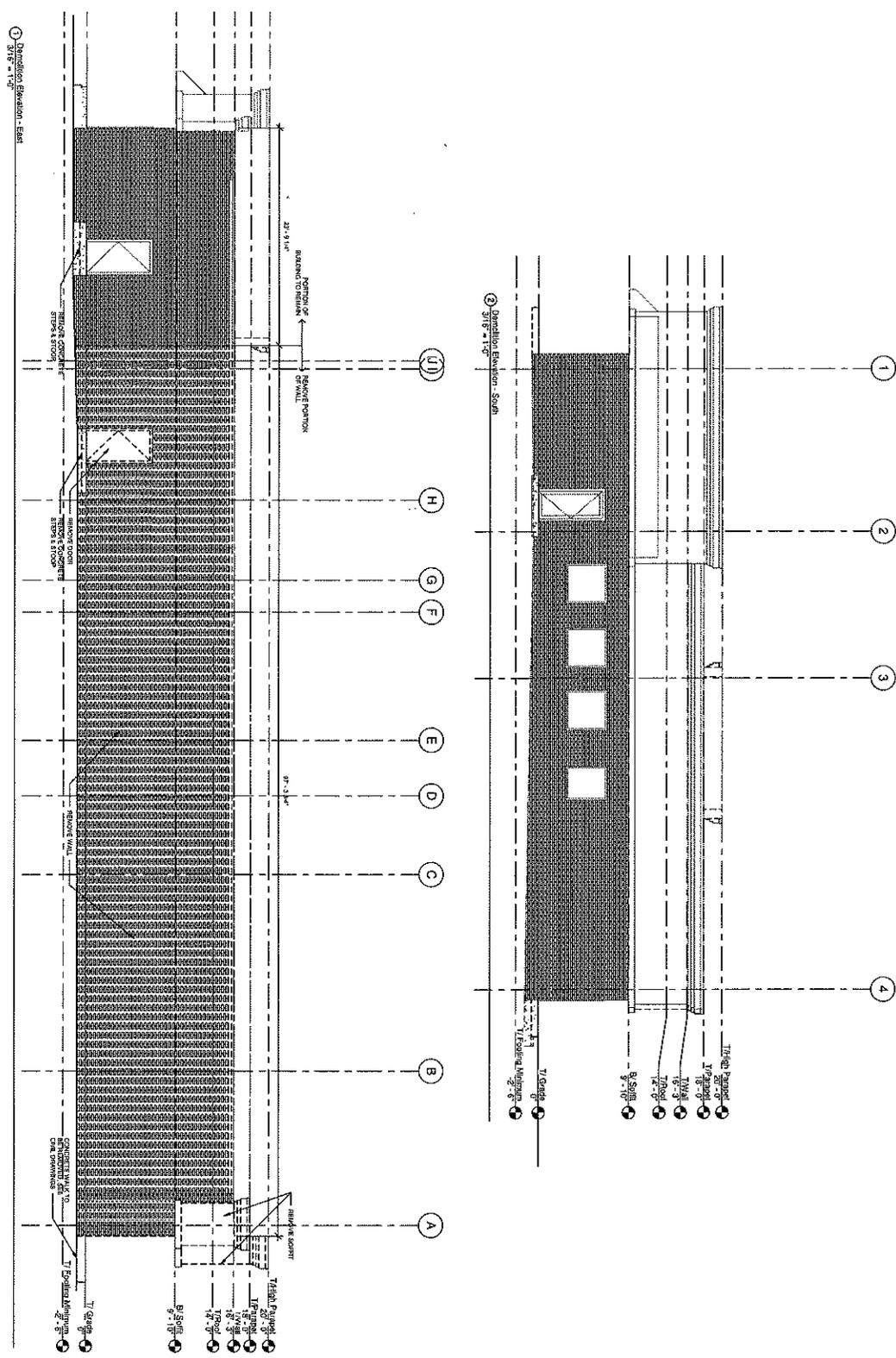
EXHIBIT "A"

Legal Description of the Site

That part of lot 14 in block 1 in Hoffman Estates I, a subdivision of that parts of section 14 and 15, Township 41, Range 10 East of the Third Principal Meridian, according to the plat thereof registered in the offices of the Registrar of Titles, Cook county, Illinois, on August 5, 1955, as Document 1612242 Commencing at the North West corner of said Lot 14 as a point of beginning, thence East along the North line of said Lot 14 a distance of 207 feet, thence South parallel to the West line of said Lot 14 a distance of 200 feet; thence West parallel to the North line of said Lot 14 a distance of 207 feet to the West line of Lot 14; thence North along the west line of said Lot 14 a distance of 200 feet to the point of Beginning. Excepting there from the following described parcel conveyed to The Board of County Commissioners for Cook County:

That part of lot 14 in block 1 in Hoffman Estates I, a subdivision of that parts of section 14 and 15, Township 41, Range 10 East of the Third Principal Meridian, according to the plat thereof registered in the offices of the Registrar of Titles, document L R 1612242 lying Northwesterly of a line extended from the west line of Lot 14 aforesaid 30 feet South of the North-west corner thereof to the North line of Lot 14 aforesaid 30 feet East of said Northwest corner.

EXHIBIT "B"



©2009 DMX208-SEC-PLAN-DEMOLITION.dwg

NOT FOR CONSTRUCTION - FOR PERMIT ONLY

D201	DATE	05-11-10
	SCALE	AS SHOWN
	PROJECT	208 - 1st
	DRAWN	BT
	CHECK	BT
DATE	09-08-10	
SHEET		

Demolition Elevations

Dino Alex

**DINO ALEX PROPERTY
HOFFMAN ESTATES, ILLINOIS
SEC GOLF RD & ROSELLE RD**



**CORPORATE
DESIGN + DEVELOPMENT
GROUP, LLC.**
201 PINE BLVD
HOFFMAN ESTATES, IL 60143
TEL: 815-255-1100
WWW.CORPORATE
DESIGN.COM
A PROFESSIONAL DESIGN FIRM #0-10012

NO	REVISIONS	DATE	BY
	Issue to zoning	5-20-10	BT
	Per zoning comments	8-17-10	BT

NO.	REVISIONS	DATE	BY
1	ISSUE FOR PERMIT	10.22.10	RT
2	REVISE FOR PERMIT	10.22.10	RT

CORPORATE
DESIGN + DEVELOPMENT
GROUP, LLC.



DINO ALEX PROPERTY
HOFFMAN ESTATES, ILLINOIS
SEC GOLF RD & ROSELLE RD

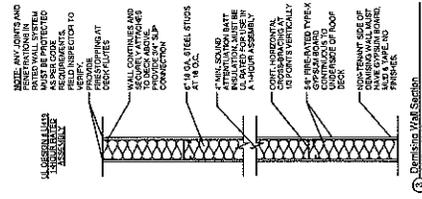
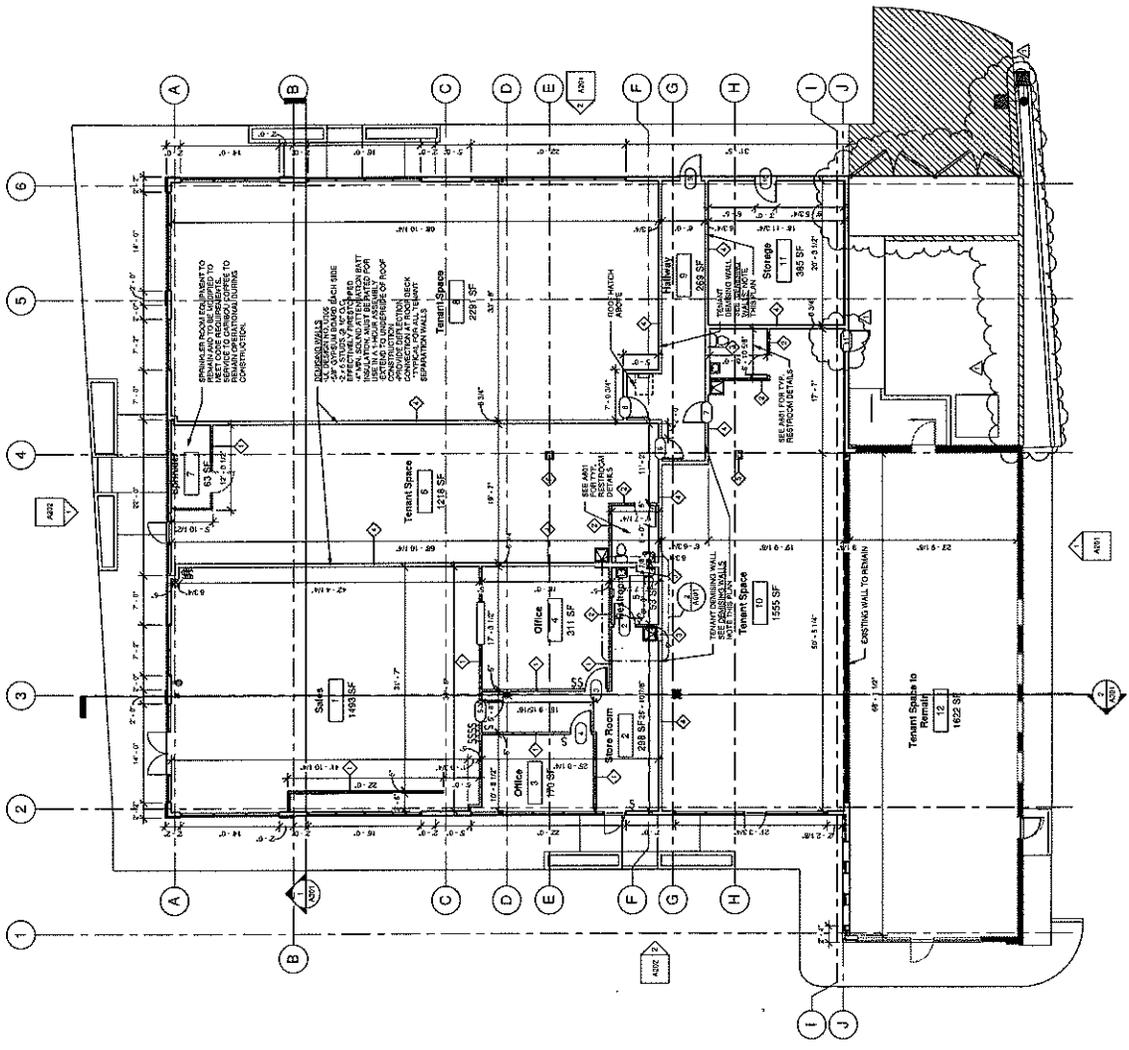
Dino Alex

Floor Plan

DATE:	10/22/10
SCALE:	AS SHOWN
DRAWN:	CK
CHECKED:	RT
DATE:	10/22/10
BY:	RT
DATE:	10/22/10
BY:	RT

A101

NOT FOR CONSTRUCTION - FOR PERMIT ONLY



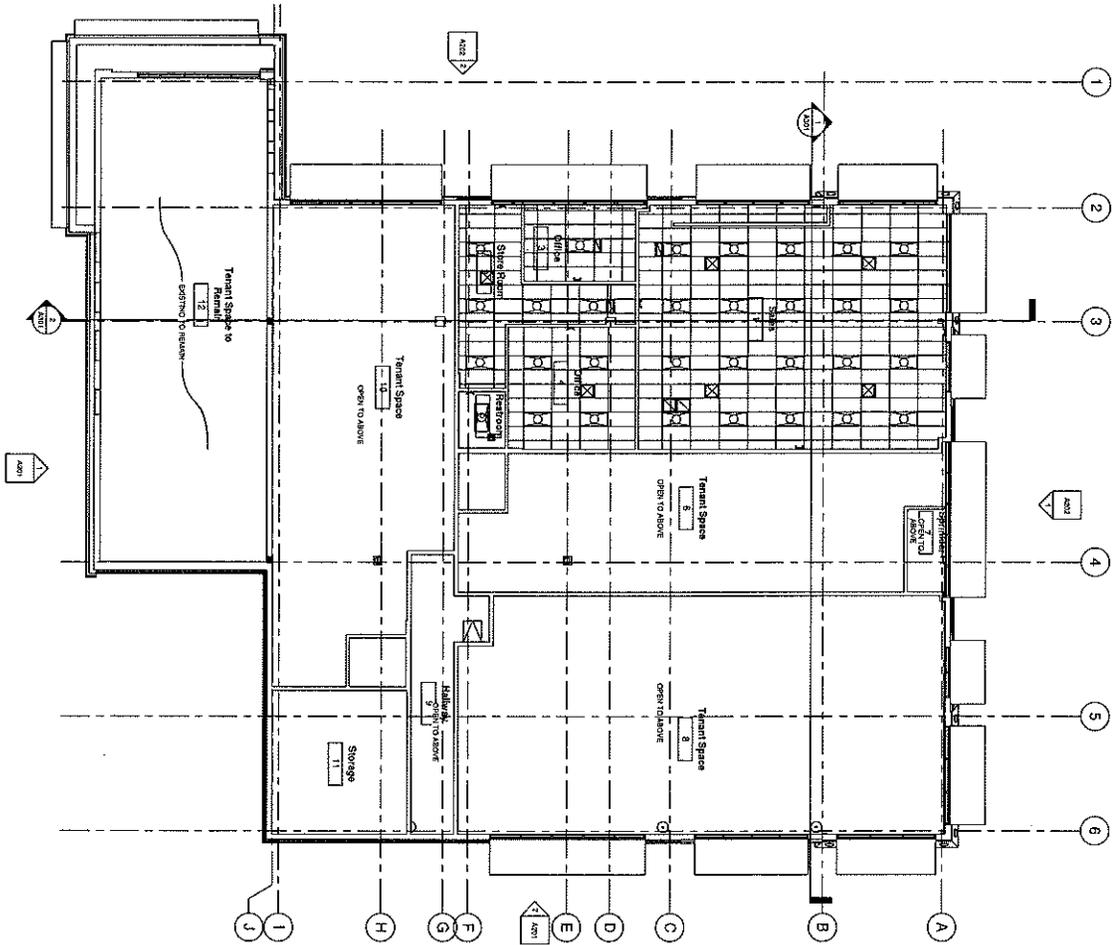
PARTITION TYPES

1	3/8" METAL STUD, ONE LAYER OF 5/8" GYP. EACH SIDE
2	3/8" METAL STUD, SOUND BATT INSULATION, ONE LAYER OF 5/8" GYP. EACH SIDE
3	PLUMBING WALL - 7/8" METAL STUD, SOUND BATT INSULATION, ONE LAYER OF 5/8" GYP. EACH SIDE
4	DEMISING WALL (1-HOUR RATED) - 2 1/2" METAL STUD, SOUND BATT INSULATION, ONE LAYER OF 5/8" GYP. EACH SIDE. CONTINUE ALL TO UNDERSIDE OF DECK. FIRE SEAL CONNECTION. SEE 1/1A 01 FOR DETAIL & UL DESIGN NUMBER.
6	METAL FLOORING, ONE LAYER 5/8" GYP. BOARD ON ROOM SIDE (WRAP RIGID INSULATION AROUND COLUMN IF NEEDED)

1 Floor Plan
1/8" = 1'-0"

© COPYRIGHT 2010 HOFFMAN ESTATES, ILLINOIS

Reflected Ceiling Plan
1/8" = 1'-0"



NOT FOR CONSTRUCTION - FOR PERMIT ONLY

NO.	REVISIONS	DATE	BY
1	ISSUE FOR PERMIT	10-05-10	RT

Reflected Ceiling Plan

Dino Alex

DINO ALEX PROPERTY
HOFFMAN ESTATES, ILLINOIS
SEC GOLF RD & ROSELLE RD



CORPORATE
DESIGN + DEVELOPMENT
GROUP, L.L.C.
2075 PROSPECT AVE.
HOFFMAN ESTATES, ILLINOIS
TEL: 815-221-8888
FAX: 815-221-8888
WWW.CDDG.COM
A PROFESSIONAL DESIGN FIRM NO. 0412411

NO.	REVISIONS	DATE	BY
1	ISSUE FOR PERMIT	10-05-10	RT

© 2010 CORPORATE DESIGN + DEVELOPMENT GROUP, L.L.C.

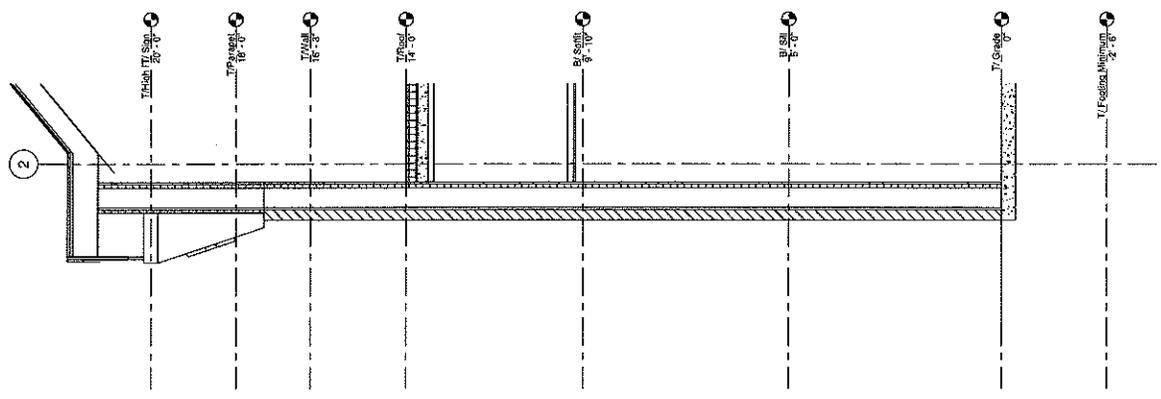
DATE: 05-13-10		SCALE: 3/4" = 1'-0"		DRAWN: JTB		CHECK: JTB		PROJECT: A302	
NO. _____		ISSUE FOR PERMIT: 10-05-10, JT		DATE: _____		BY: _____		REVISIONS:	
CORPORATE: _____		DESIGN + DEVELOPMENT: _____		GROUP, LLC: _____		PROJECT: _____		LOCATION: _____	
7.0.0 PROJECT: _____		7.0.0 SITE: _____		7.0.0 PLAN: _____		7.0.0 SECTION: _____		7.0.0 DETAIL: _____	
7.0.0 FOUNDATION: _____		7.0.0 WALL: _____		7.0.0 ROOF: _____		7.0.0 MECHANICAL: _____		7.0.0 ELECTRICAL: _____	
7.0.0 PLUMBING: _____		7.0.0 HVAC: _____		7.0.0 GLAZING: _____		7.0.0 INTERIORS: _____		7.0.0 EXTERIORS: _____	
7.0.0 FINISHES: _____		7.0.0 SCHEDULE: _____		7.0.0 NOTES: _____		7.0.0 SPECIFICATIONS: _____		7.0.0 CONTRACT: _____	

DINO ALEX PROPERTY
 HOFFMAN ESTATES, ILLINOIS
 SEC GOLF RD & ROSELLE RD

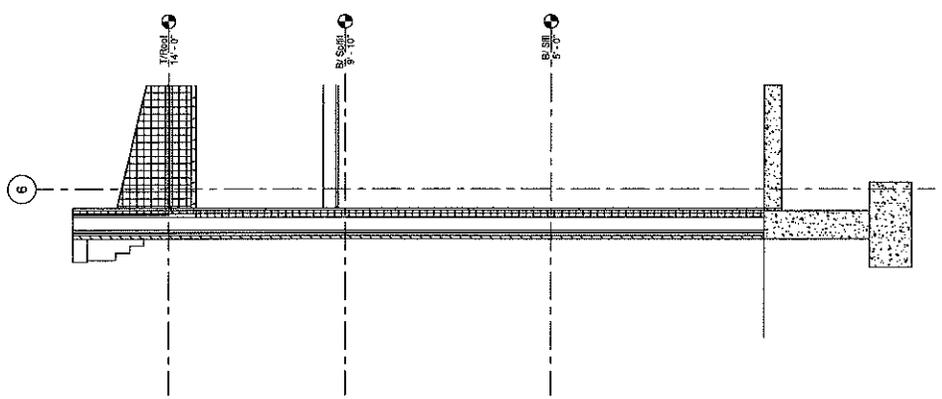
Dino Alex

Wall Sections

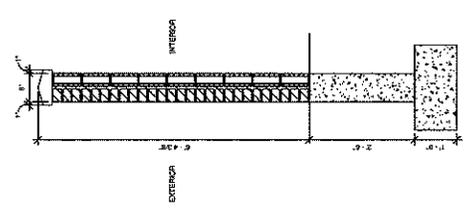
NOT FOR CONSTRUCTION - FOR PERMIT ONLY



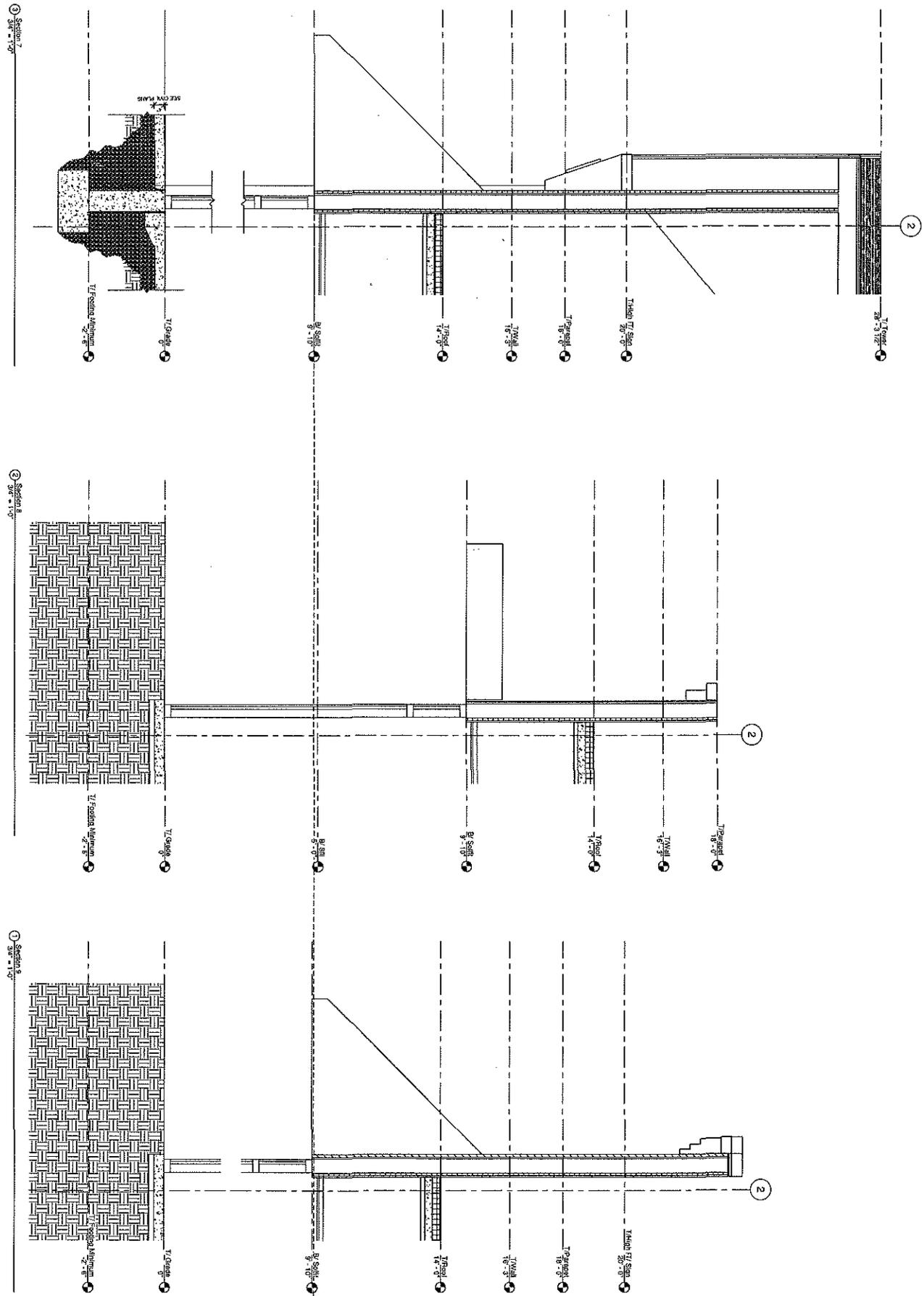
② Section 2
 3/4" = 1'-0"



③ Section 3
 3/4" = 1'-0"



④ Section 4
 3/4" = 1'-0"



NOT FOR CONSTRUCTION - FOR PERMIT ONLY

A303	DATE	06-10-10
	SCALE	3/4" = 1'-0"
	DESIGN	ST
	CHECK	SK

Wall Sections

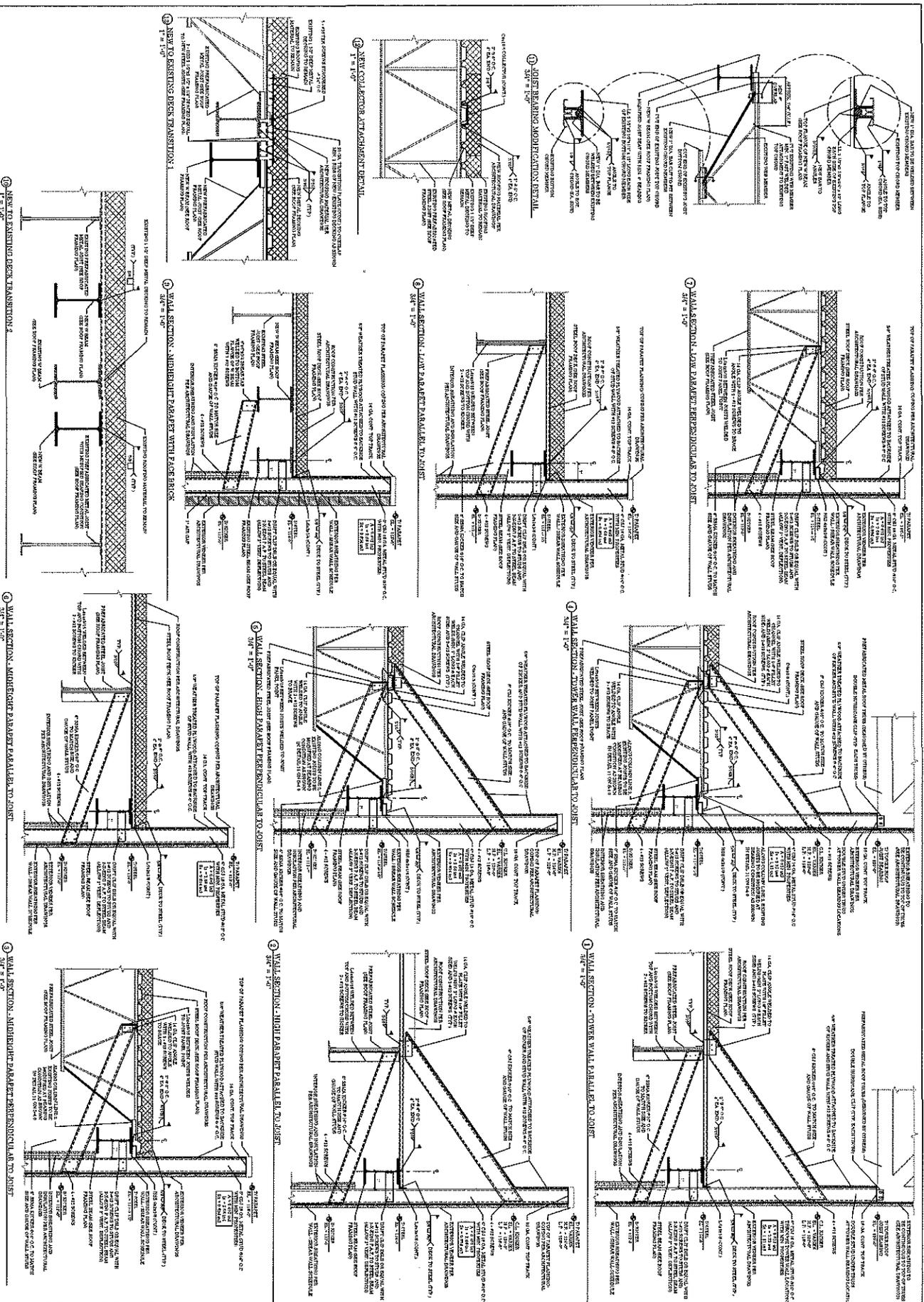
Dino Alex

DINO ALEX PROPERTY
HOFFMAN ESTATES, ILLINOIS
SEC GOLF RD & ROSELLE RD



CORPORATE
DESIGN + DEVELOPMENT
GROUP, LLC.
200 W. WASHINGTON ST.
SUITE 200
CHICAGO, IL 60601
TEL: 312.231.8800
WWW.CDDG.COM
A PROFESSIONAL DESIGN FIRM NO. M620103

NO.	REVISIONS	DATE	BY
1	ISSUE FOR PERMIT	10-06-10	RT



ISSUED FOR PERMIT

Project	DATE
DINO ALEX PROPERTY	10-28-10
FRAMING DETAILS	10-28-10
Drawn by	JSC
Checked by	JSC
Scale	S-4.0
Notes	

DINO ALEX PROPERTY
RETAIL BUILDING
 NE CORNER OF GOLF & ROSELLE RD.

WT
W-T CIVIL ENGINEERING, L.L.C.
 Civil and Structural Engineers
 2775 Poudre Parkway
 Fort Collins, CO 80526
 Phone: (970) 221-4300 Fax: (970) 221-4344
 www.wtcivil.com
 E. Lansing, MI: (517) 486-8888 Fax: (517) 486-8888
 Copyright © 2010 W-T CIVIL ENGINEERING, L.L.C.

1	REVISED CLIENT CONDITIONS	10/27/10
2	REVISED FOUNDATION DETAILS FOR FIELD CHANGE	11/11/11

FOUNDATIONS
DETAILS

DINO ALEX PROPERTY
RETAIL BUILDING

NE CORNER OF GOLF & ROSELLE RD.

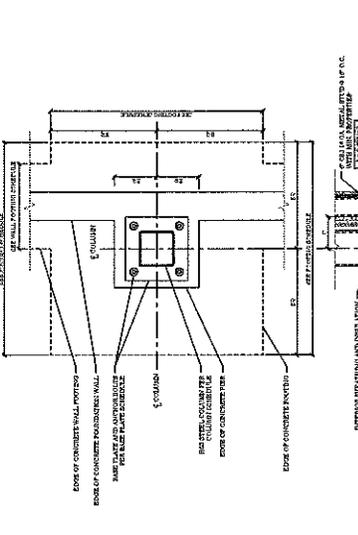
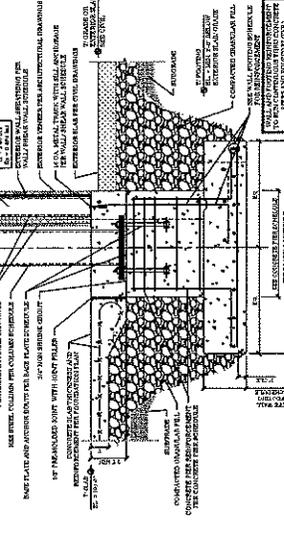
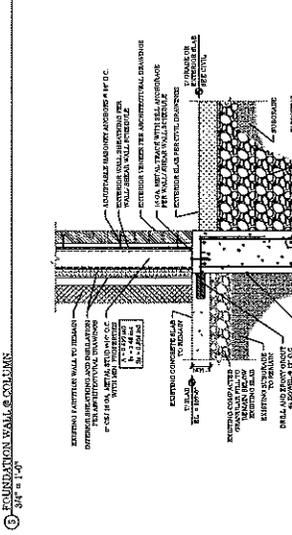
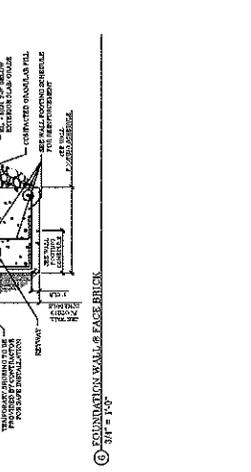
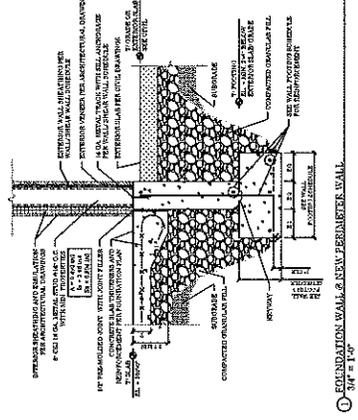
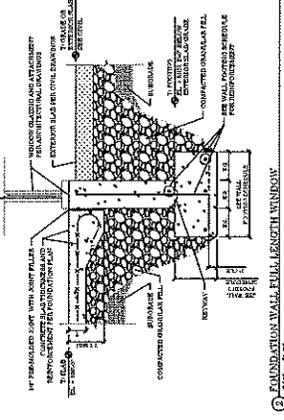
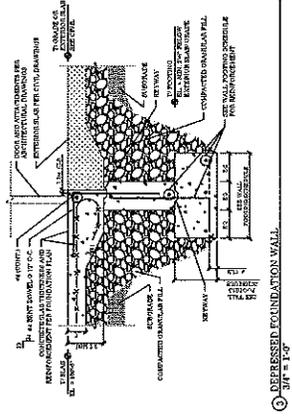
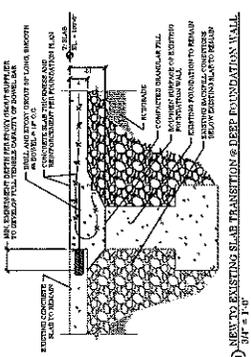
W-T CIVIL ENGINEERING, LLC
 8000 W. 11th Avenue, Suite 100
 Denver, CO 80202
 Phone: 303.751.1111
 Fax: 303.751.1112
 www.wtcivil.com

W-T CIVIL ENGINEERING, LLC
 8000 W. 11th Avenue, Suite 100
 Denver, CO 80202
 Phone: 303.751.1111
 Fax: 303.751.1112
 www.wtcivil.com

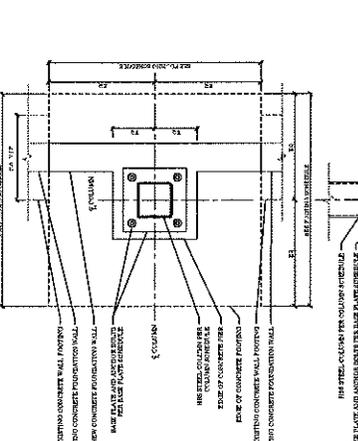
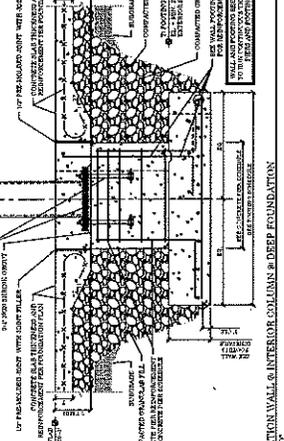
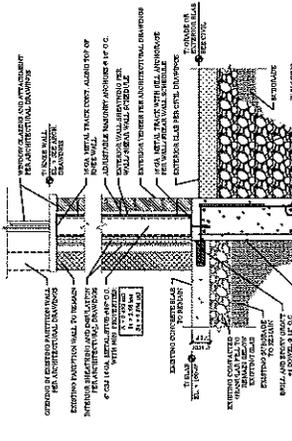
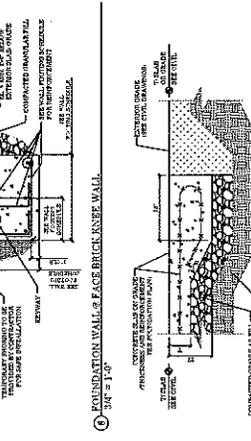
1	FOUNDATION WALL & EXTERIOR PERIMETER WALL	3/4" = 1'-0"
2	FOUNDATION WALL & INTERIOR COLUMN & DEEP FOUNDATION	3/4" = 1'-0"
3	FOUNDATION WALL & COLLAR	3/4" = 1'-0"
4	FOUNDATION WALL & FACE BRICK	3/4" = 1'-0"
5	FOUNDATION WALL & EXTERIOR PERIMETER	3/4" = 1'-0"

ISSUED FOR PERMIT

NOTE: - ASSUMED MINIMUM NET SOIL BEARING CAPACITY 3000 PSF
 - SEE SEPARATE PERMISSIBILITY REPORT (SOILS REPORT) TO BE PROVIDED FOR STRUCTURAL ENGINEER PRIOR TO CONSTRUCTION



NOTE: - ASSUMED MINIMUM NET SOIL BEARING CAPACITY 3000 PSF
 - SEE SEPARATE PERMISSIBILITY REPORT (SOILS REPORT) TO BE PROVIDED FOR STRUCTURAL ENGINEER PRIOR TO CONSTRUCTION



NO. 1	REVISIONS AND COMMENTS
NO. 2	ISSUED FOR PERMIT
NO. 3	
NO. 4	
NO. 5	
NO. 6	
NO. 7	
NO. 8	
NO. 9	
NO. 10	

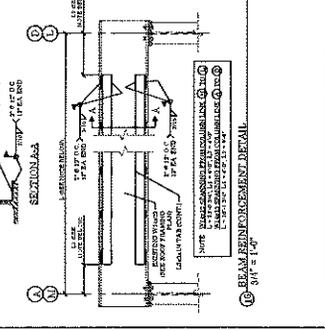
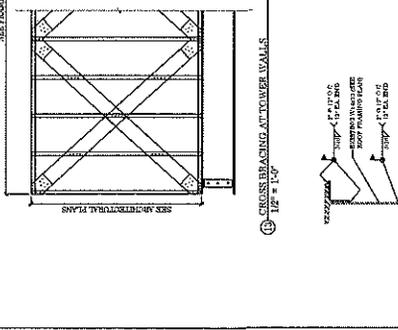
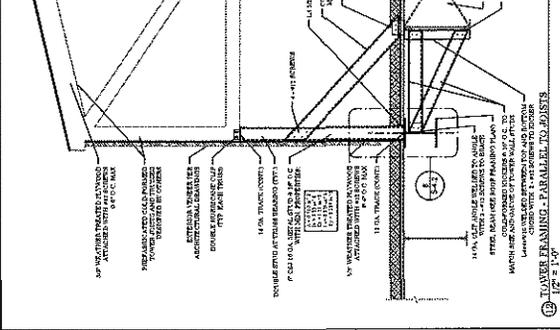
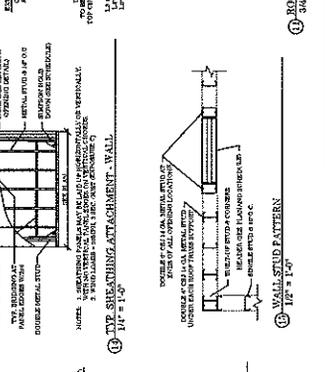
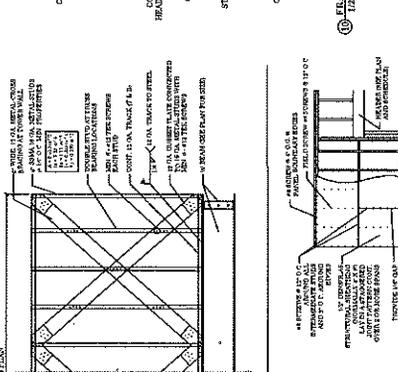
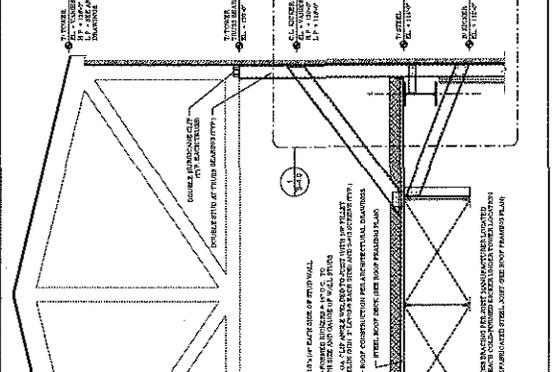
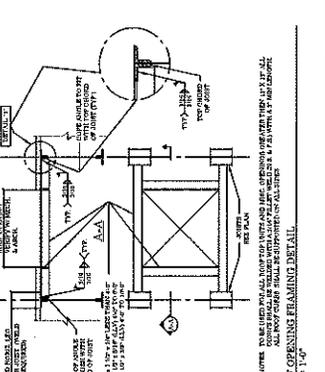
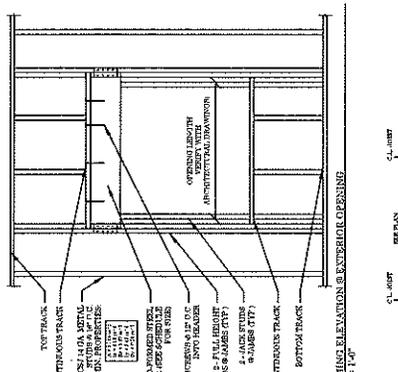
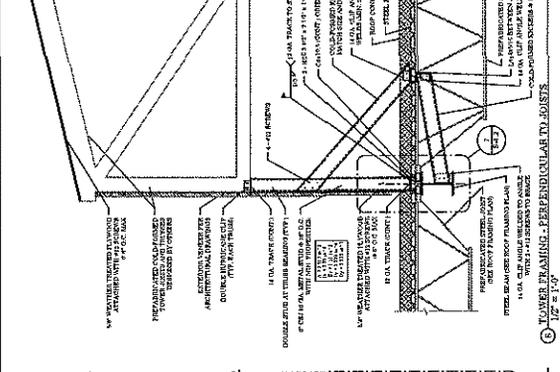
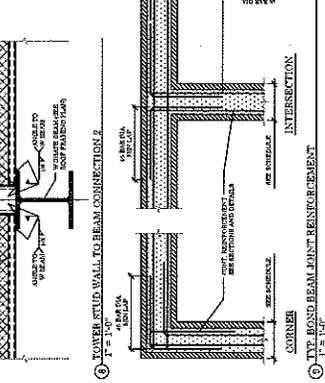
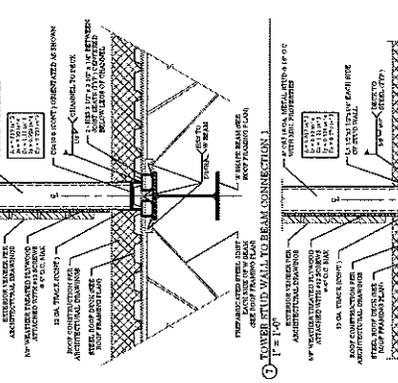
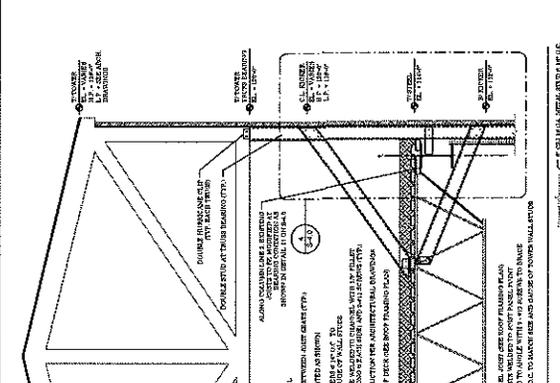
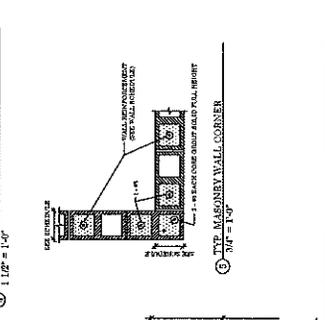
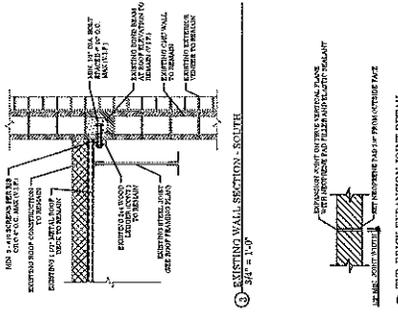
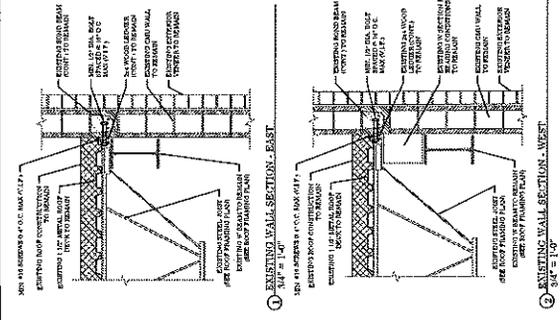
W-T CML ENGINEERING, LLC
 10000 W. 10th Avenue, Suite 100
 Denver, CO 80202
 (303) 751-1100
 www.wt-engineering.com

DINO ALEX PROPERTY
RETAIL BUILDING
 NE CORNER OF GOLF & ROSALE RD.

Project	CE1028
Date	11-15-10
Drawn by	JSC
Checked by	JSC
Scale	AS SHOWN

S-4.2

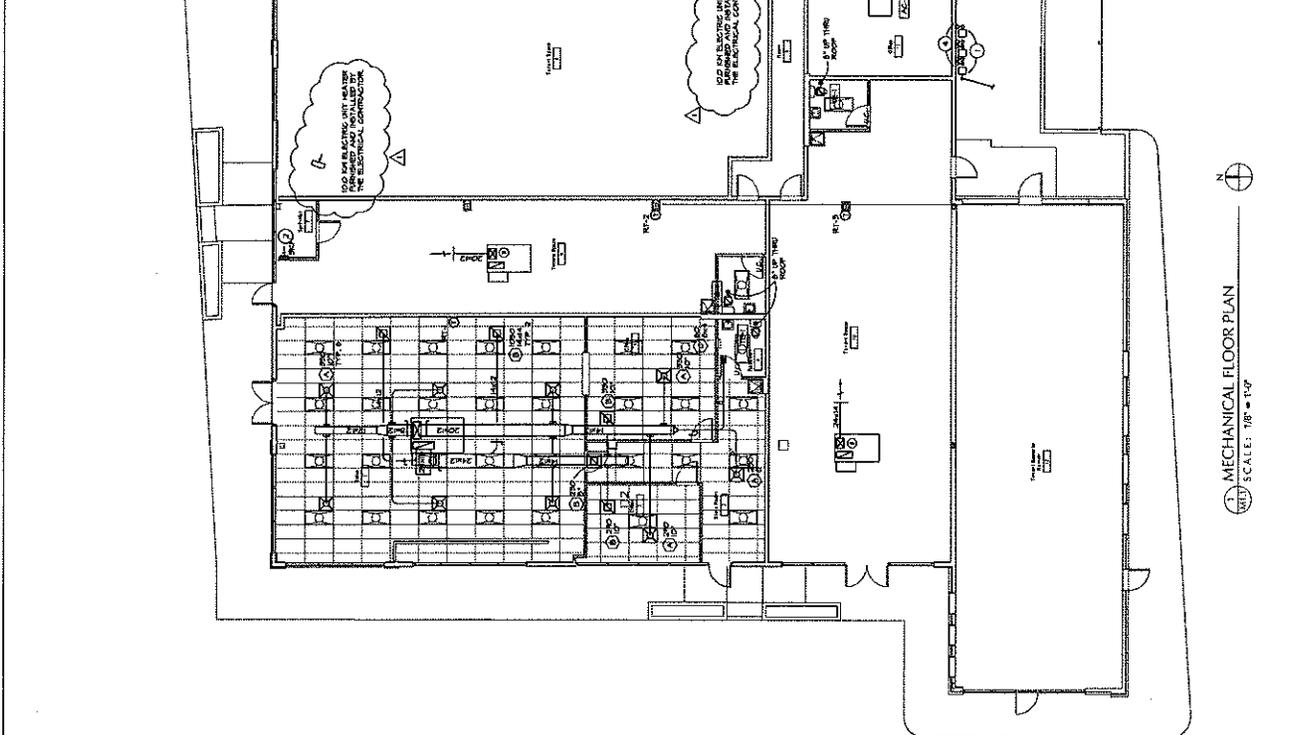
ISSUED FOR PERMIT



NOTES: 1. REFER TO ALL OTHER SHEETS FOR DETAILS AND SPECIFICATIONS AND NOTES THEREON.
 2. ALL DIMENSIONS ARE UNLESS OTHERWISE SPECIFIED.
 3. ALL MATERIALS SHALL BE AS SHOWN UNLESS OTHERWISE SPECIFIED.

DATE	SCALE	PROJECT
ISSUE NO.	AS SHOWN	M1.1
ISSUE DATE	AS SHOWN	
ISSUE BY	AS SHOWN	
ISSUE FOR	AS SHOWN	
ISSUE COMMENTS	AS SHOWN	
REVISIONS	AS SHOWN	

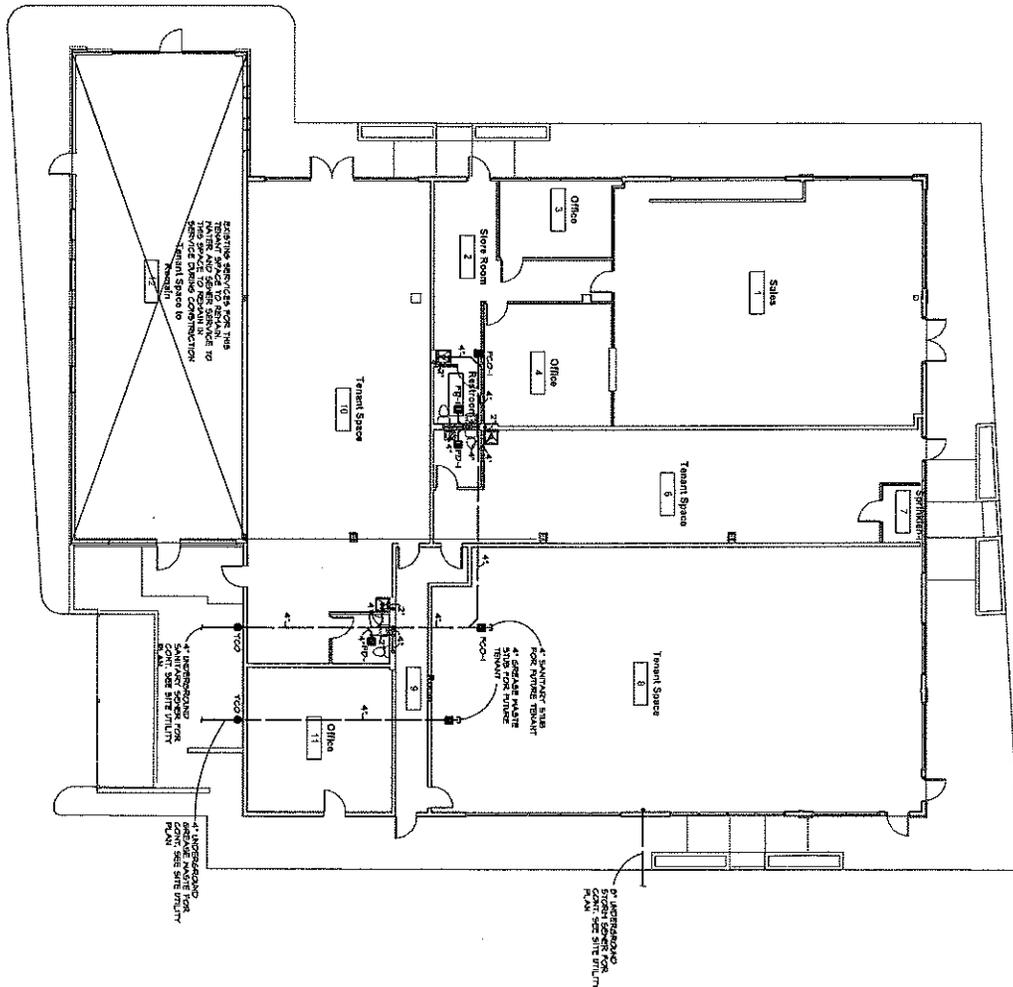
W-T MECHANICAL ELECTRICAL ENGINEERING, LLC
 MECHANICAL AND ELECTRICAL ENGINEERS
 2375 North Avenue
 Naperville, IL 60563
 P: 630.206.8444
 F: 630.206.8444
 E: info@wt-engineering.com
 W-T ENGINEERING, LLC
 MECHANICAL AND ELECTRICAL ENGINEERS
 2375 North Avenue
 Naperville, IL 60563
 P: 630.206.8444
 F: 630.206.8444
 E: info@wt-engineering.com



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

- MECHANICAL GENERAL NOTES**
1. BRANCH DUCT RUNNERS TO ALL SUPPLY AND RETURN CONNECTIONS OF DIFFUSERS, GRILLS, AND ROOM DIFFUSERS TO MAIN TRUNKS SHALL BE INSTALLED IN ACCORDANCE WITH THE MECHANICAL CONTRACTOR'S REQUIREMENTS.
 2. UNLESS OTHERWISE NOTED, ALL SUPPLY AND RETURN DUCTS SHALL BE INSTALLED IN ACCORDANCE WITH THE MECHANICAL CONTRACTOR'S REQUIREMENTS.
 3. UNLESS OTHERWISE NOTED, ALL SUPPLY AND RETURN DUCTS SHALL BE INSTALLED IN ACCORDANCE WITH THE MECHANICAL CONTRACTOR'S REQUIREMENTS.
 4. UNLESS OTHERWISE NOTED, ALL SUPPLY AND RETURN DUCTS SHALL BE INSTALLED IN ACCORDANCE WITH THE MECHANICAL CONTRACTOR'S REQUIREMENTS.
- MECHANICAL KEY NOTES**
1. SEE MECHANICAL CONTRACTOR FOR ALL MECHANICAL CONTRACTOR REQUIREMENTS AND SPECIFICATIONS.
 2. UNLESS OTHERWISE NOTED, ALL SUPPLY AND RETURN DUCTS SHALL BE INSTALLED IN ACCORDANCE WITH THE MECHANICAL CONTRACTOR'S REQUIREMENTS.
 3. UNLESS OTHERWISE NOTED, ALL SUPPLY AND RETURN DUCTS SHALL BE INSTALLED IN ACCORDANCE WITH THE MECHANICAL CONTRACTOR'S REQUIREMENTS.
 4. UNLESS OTHERWISE NOTED, ALL SUPPLY AND RETURN DUCTS SHALL BE INSTALLED IN ACCORDANCE WITH THE MECHANICAL CONTRACTOR'S REQUIREMENTS.

- MECHANICAL SPECIFICATIONS**
1. THE MECHANICAL CONTRACTOR SHALL VERIFY THE JOB SITE AND VERIFY ALL EXISTING CONDITIONS AND CONDITIONS TO PROVIDE A COMPLETE OPERATING SYSTEM.
 2. THE MECHANICAL CONTRACTOR SHALL VERIFY THE LOCATION AND CONDITION OF ALL EXISTING MECHANICAL EQUIPMENT AND DUCTWORK.
 3. ALL MATERIALS SHALL BE NEW AND OF HIGHEST QUALITY UNLESS OTHERWISE SPECIFIED.
 4. ALL MATERIALS SHALL BE NEW AND OF HIGHEST QUALITY UNLESS OTHERWISE SPECIFIED.
 5. ALL MATERIALS SHALL BE NEW AND OF HIGHEST QUALITY UNLESS OTHERWISE SPECIFIED.
 6. ALL MATERIALS SHALL BE NEW AND OF HIGHEST QUALITY UNLESS OTHERWISE SPECIFIED.
 7. ALL MATERIALS SHALL BE NEW AND OF HIGHEST QUALITY UNLESS OTHERWISE SPECIFIED.
 8. ALL MATERIALS SHALL BE NEW AND OF HIGHEST QUALITY UNLESS OTHERWISE SPECIFIED.
 9. ALL MATERIALS SHALL BE NEW AND OF HIGHEST QUALITY UNLESS OTHERWISE SPECIFIED.
 10. ALL MATERIALS SHALL BE NEW AND OF HIGHEST QUALITY UNLESS OTHERWISE SPECIFIED.
 11. ALL MATERIALS SHALL BE NEW AND OF HIGHEST QUALITY UNLESS OTHERWISE SPECIFIED.
 12. ALL MATERIALS SHALL BE NEW AND OF HIGHEST QUALITY UNLESS OTHERWISE SPECIFIED.
 13. ALL MATERIALS SHALL BE NEW AND OF HIGHEST QUALITY UNLESS OTHERWISE SPECIFIED.
 14. ALL MATERIALS SHALL BE NEW AND OF HIGHEST QUALITY UNLESS OTHERWISE SPECIFIED.
 15. ALL MATERIALS SHALL BE NEW AND OF HIGHEST QUALITY UNLESS OTHERWISE SPECIFIED.
 16. ALL MATERIALS SHALL BE NEW AND OF HIGHEST QUALITY UNLESS OTHERWISE SPECIFIED.
 17. ALL MATERIALS SHALL BE NEW AND OF HIGHEST QUALITY UNLESS OTHERWISE SPECIFIED.
 18. ALL MATERIALS SHALL BE NEW AND OF HIGHEST QUALITY UNLESS OTHERWISE SPECIFIED.
 19. ALL MATERIALS SHALL BE NEW AND OF HIGHEST QUALITY UNLESS OTHERWISE SPECIFIED.
 20. ALL MATERIALS SHALL BE NEW AND OF HIGHEST QUALITY UNLESS OTHERWISE SPECIFIED.



UNDERGROUND PLUMBING PLAN
 SCALE: 1/8" = 1'-0"
 N



W-T MECHANICAL/ELECTRICAL
 2050 North Lincoln
 Chicago, IL 60614
 Tel: (773) 344-1100
 Fax: (773) 344-1101
 www.wtme.com

COMPANY: DINO ALEX PROPERTY GROUP, LLC
 PROJECT: DINO ALEX HOFFMAN ESTATES, ILLINOIS
 SHEET: P1.0

UNDERGROUND PLUMBING PLAN

DINO ALEX

DINO ALEX PROPERTY
 HOFFMAN ESTATES, ILLINOIS
 SEC GOLF RD & ROSELLE RD



CORPORATE
 DESIGN + DEVELOPMENT
 GROUP, LLC
 1000 N. LAKE DRIVE
 SUITE 1000
 CHICAGO, IL 60610
 TEL: (773) 344-1100
 FAX: (773) 344-1101
 WWW.CDDGROUP.COM

REVISIONS	DATE	BY
ISSUE FOR PERMITTING	03-10	RT
VILLAGE REVIEW COMMENTS	10-22-10	

DATE	11-23-10
BY	RT
REVISIONS	ISSUE FOR PERMITTING 5-10
	VILLAGE REVIEW COMMENTS 11-23-10

CORPORATE
DESIGN + DEVELOPMENT
ISSUE FOR PERMITTING 5-10



DINO ALEX PROPERTY
HOFFMAN ESTATES, ILLINOIS
SEC GOLF RD & ROSELLE RD

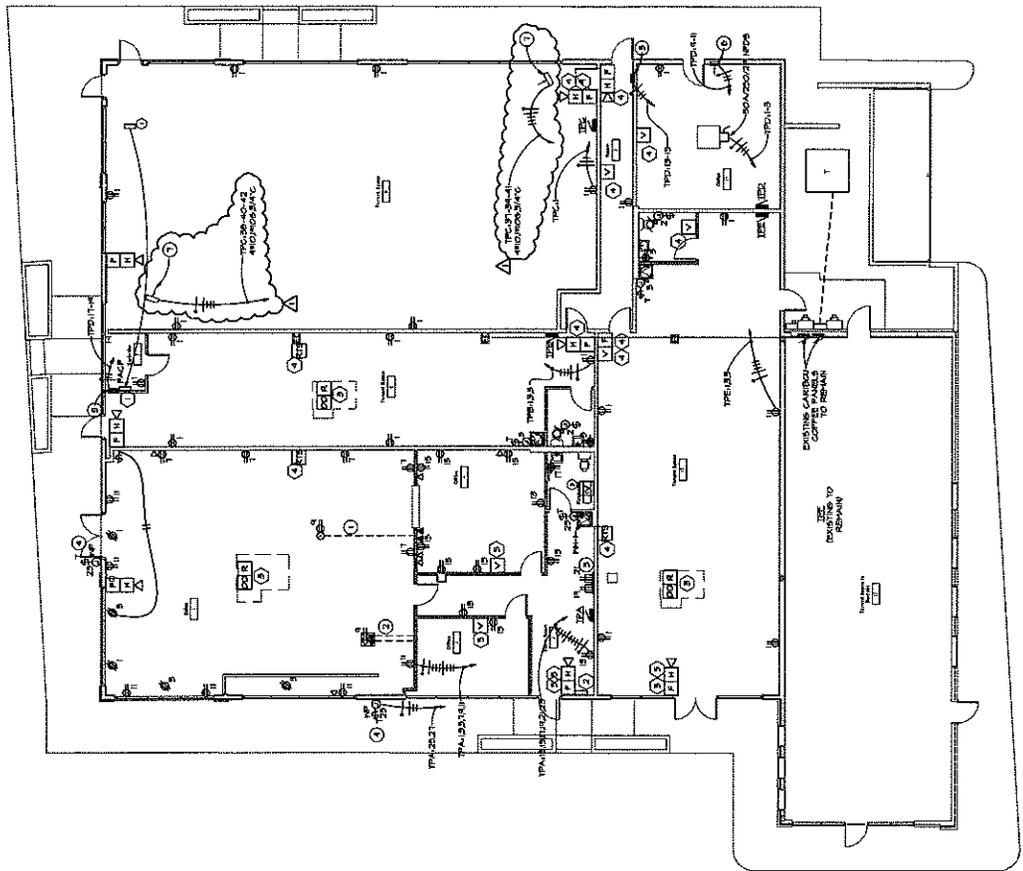
DINO ALEX

ELECTRICAL
POWER PLAN

DATE	11-23-10
DRAWN	AS SHOWN
CHECKED	SEE
PROJECT	SEE
SCALE	AS SHOWN
SHEET	1 OF 1

W-T MECHANICAL/ELECTRICAL ENGINEERING, LLC
MECHANICAL AND ELECTRICAL ENGINEERING
1111 W. 150th Street, Suite 100
Morton Grove, IL 60053
Tel: 847.224.0000
www.wtengineering.com

W-T
ELECTRICAL POWER PLAN
SCALE: 1/8" = 1'-0"



ELECTRICAL POWER PLAN NOTES:

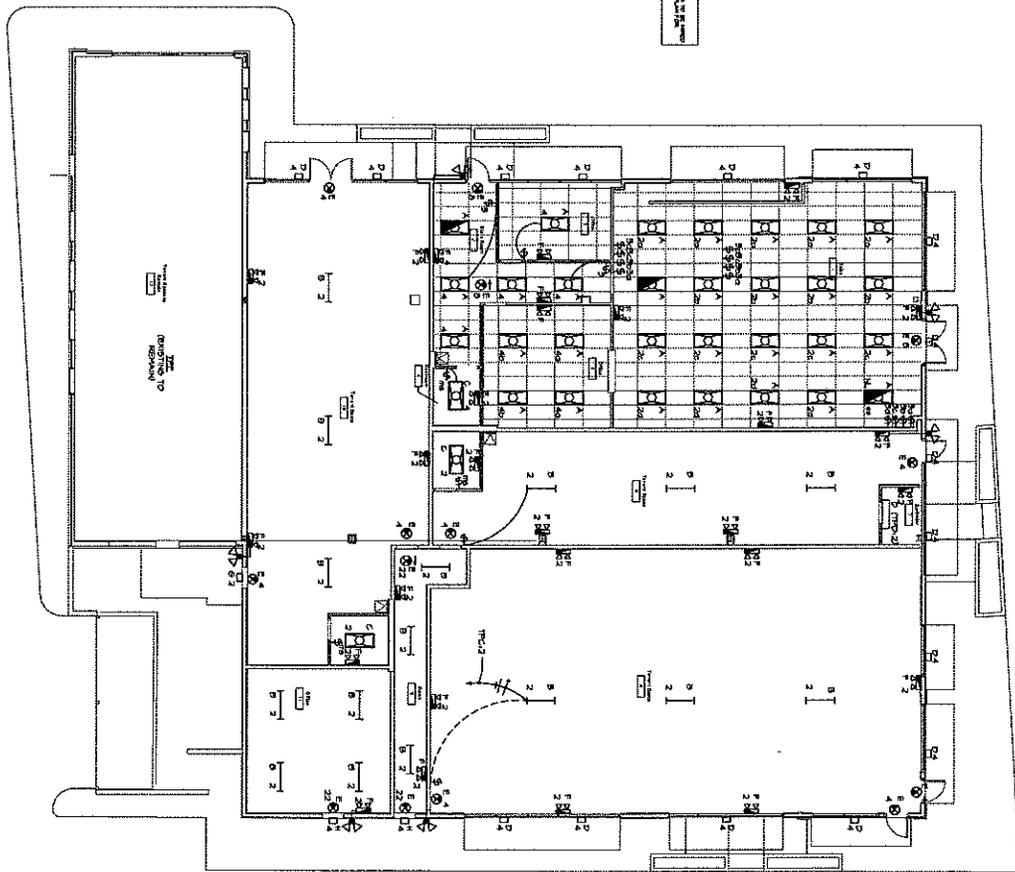
- E.G. TO BAH OUT AND PATCH THE FLOOR TO REPAIR ONE (1) 3" DIA. HOLE ABOVE CEILING.
- E.G. TO BAH OUT AND PATCH THE FLOOR TO REPAIR ONE (1) 3" DIA. HOLE ABOVE CEILING.
- E.G. TO PATCH 4" X 4" HOLE OF PLUMBING FOR TELEPHONE TERMINAL BOARD.
- EXISTING FIRE ALARM CONTROL PANEL TO BE REMOVED AND RELOCATED TO THE UTILITY ROOM. SEE SCHEDULE FOR NEW LOCATION.
- EXISTING FIRE ALARM ASSOCIATOR PANEL FOR SPRINT SPACE, E.G. TO BE REMOVED AND RELOCATED TO THE UTILITY ROOM.
- NEW DETECTOR AND PAN RELAY TO BE INSTALLED IN THE UTILITY ROOM.
- NEW FIRE ALARM DEVICES TO BE INSTALLED IN THE UTILITY ROOM.
- EXISTING FIRE ALARM CONTROL PANEL TO BE REMOVED AND RELOCATED TO THE UTILITY ROOM. SEE SCHEDULE FOR NEW LOCATION.
- EXISTING FIRE ALARM ASSOCIATOR PANEL FOR SPRINT SPACE, E.G. TO BE REMOVED AND RELOCATED TO THE UTILITY ROOM.
- NEW DETECTOR AND PAN RELAY TO BE INSTALLED IN THE UTILITY ROOM.
- NEW FIRE ALARM DEVICES TO BE INSTALLED IN THE UTILITY ROOM.

ELECTRICAL NOTES:

- EXISTING FIRE ALARM CONTROL PANEL TO BE REMOVED AND RELOCATED TO THE UTILITY ROOM. SEE SCHEDULE FOR NEW LOCATION.
- EXISTING FIRE ALARM ASSOCIATOR PANEL FOR SPRINT SPACE, E.G. TO BE REMOVED AND RELOCATED TO THE UTILITY ROOM.
- NEW DETECTOR AND PAN RELAY TO BE INSTALLED IN THE UTILITY ROOM.
- NEW FIRE ALARM DEVICES TO BE INSTALLED IN THE UTILITY ROOM.

FIRE ALARM NOTES:

- EXISTING FIRE ALARM CONTROL PANEL TO BE REMOVED AND RELOCATED TO THE UTILITY ROOM. SEE SCHEDULE FOR NEW LOCATION.
- EXISTING FIRE ALARM ASSOCIATOR PANEL FOR SPRINT SPACE, E.G. TO BE REMOVED AND RELOCATED TO THE UTILITY ROOM.
- NEW DETECTOR AND PAN RELAY TO BE INSTALLED IN THE UTILITY ROOM.
- NEW FIRE ALARM DEVICES TO BE INSTALLED IN THE UTILITY ROOM.



ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

ELECTRICAL LIGHTING PLAN
SCALE: 1/8" = 1'-0"



W-T MECHANICAL/ELECTRICAL ENGINEERING, LLC
2875 W. 127th Street, Suite 100
Morton, IL 61550
618-241-1111
www.wtme.com

DESIGNED BY: [Name]
CHECKED BY: [Name]
DATE: 10/22/10

ELECTRICAL LIGHTING PLAN

DINO ALEX

**DINO ALEX PROPERTY
HOFFMAN ESTATES, ILLINOIS
SEC GOLF RD & ROSELLE RD**



CORPORATE DESIGN + DEVELOPMENT GROUP, LLC
1000 W. 127th Street, Suite 100
Morton, IL 61550
618-241-1111
www.cddgroup.com

REVISIONS	DATE	BY
ISSUE FOR PERMITTING	9-23-10	RT
VILLAGE REVIEW COMMENTS	10-22-10	

E2.1

DATE	REV	BY	DESCRIPTION

E3.1

ELECTRICAL
ROOF PLAN

DINO ALEX

DINO ALEX PROPERTY
HOFFMAN ESTATES, ILLINOIS
SEC GOLF RD & ROSELLE RD



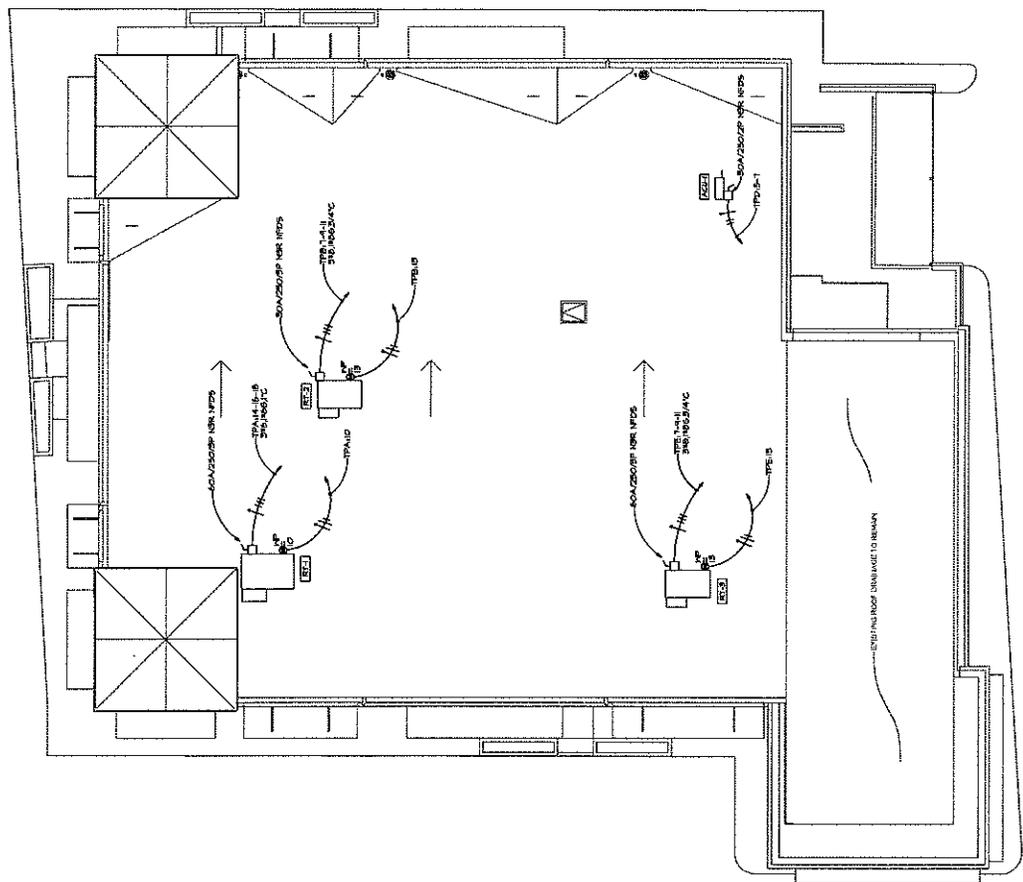
CORPORATE
DESIGN + DEVELOPMENT
GROUP, LLC

REVISIONS	DATE	BY
ISSUE FOR PERMITTING	03-10	RT
VALUOR REVIEW COMMENTS	03-22-10	

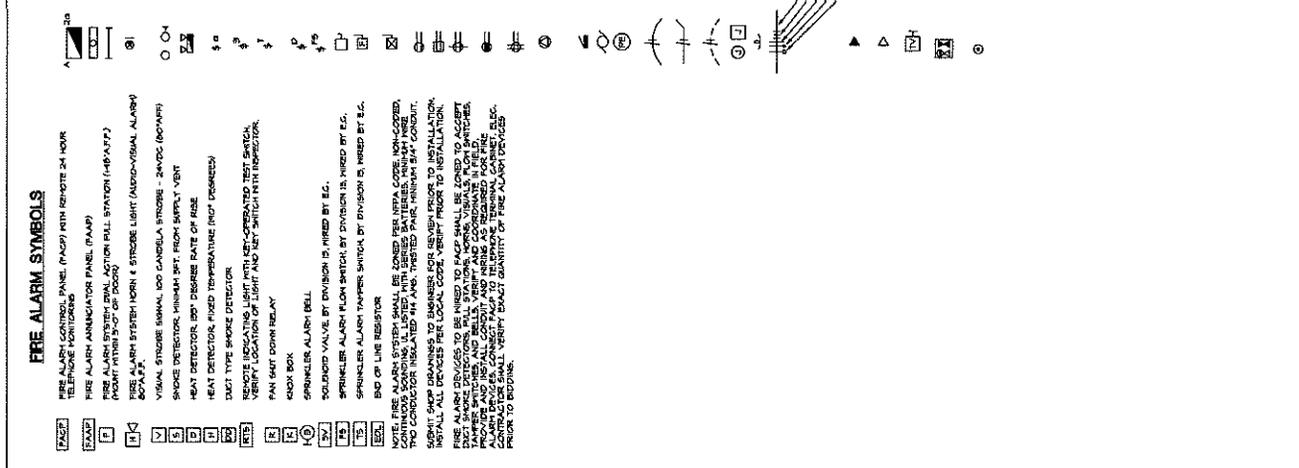
W-T MECHANICAL/ELECTRICAL ENGINEERING, LLC
 2250 W. 14th Street, Suite 100
 Chicago, IL 60604
 (773) 486-1111
 www.wt-engineering.com

W-T

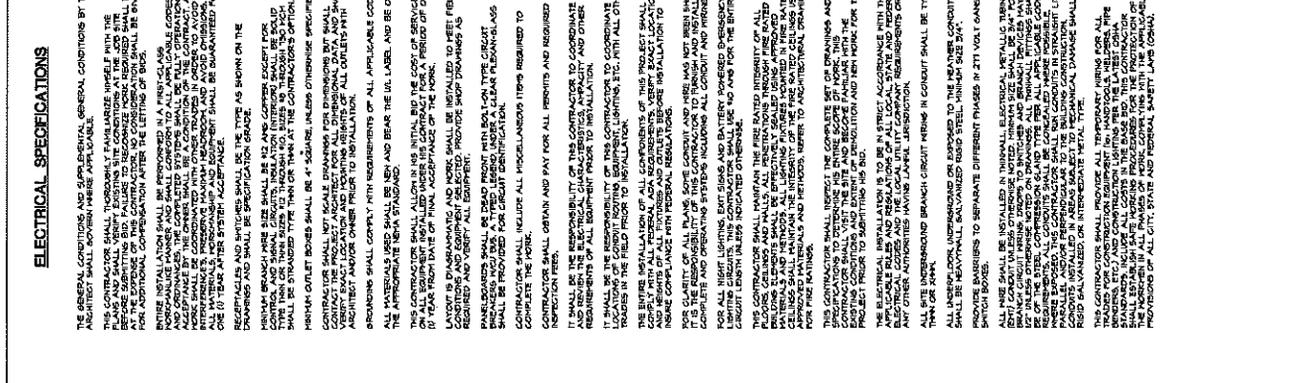
ELECTRICAL ROOF PLAN
SCALE: 1/8" = 1'-0"



ELECTRICAL SYMBOLS



FIRE ALARM SYMBOLS



ELECTRICAL SPECIFICATIONS

ALL MATERIALS USED SHALL BE OF THE HIGHEST QUALITY AND BE SUBJECT TO THE GENERAL CONDITIONS OF THE CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AUTHORITIES.

1. VERIFY TYPE OF CEILING OR WALL FOR ALL RECESSED LIGHTING FIXTURES PRIOR TO ORDERING.

2. ALL FLUORESCENT BALLASTS FOR T8 LAMPS SHALL BE OF THE ELECTRONIC TYPE, UL APPROVED WITH HOUSING OR T8 AND CLASS "X" REGIONAL PROTECTOR AND CLASS "X" SOUND RATING.

3. PROVIDE ALL ADDITIONAL INFORMATION FOR FINISH MONITORING AS REQUIRED AT 90° C.

4. ALL WIRE WITHIN (3) THREE INCHES SHALL BE RATED A MINIMUM OF 90° C.

5. HIRSHY LENS THICKNESS TO BE 1/8 INCHES, WHERE LENS ARE USED.

6. THE FINISH SCHEDULE DOES NOT NECESSARILY LIST ALL ACCESSORIES AND HARDWARE NECESSARY FOR THE OPERATION OF THE LIGHTING FIXTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AUTHORITIES.

7. CONTRACTOR SHALL COORDINATE WITH ARCHITECTURAL DRAWINGS AND CEILING CONTRACTOR FOR EXACT LIGHTING FIXTURE LOCATION.

8. ALL FLUORESCENT LAMPS SHALL BE T8, 300K, UNLESS OTHERWISE INDICATED.

9. THIS CONTRACTOR SHALL PROVIDE FINISH MONITORING CALCULATIONS FOR ANY INSTALLED LIGHTING FIXTURES. FINISH MONITORING CALCULATIONS SHALL BE PROVIDED WITH SHOP DRAWINGS AND BE CALCULATED BY THE MANUFACTURER OF THE LIGHTING FIXTURES. FINISH MONITORING CALCULATIONS SHALL BE PROVIDED WITH SHOP DRAWINGS AND BE CALCULATED BY THE MANUFACTURER OF THE LIGHTING FIXTURES.

10. ALL BATTERY BACK-UP EMERGENCY LIGHT AND EXIT SIGN LIGHTING FIXTURES INDICATED SHALL HAVE BATTERY BACK-UP BATTERIES FOR 1-2 HOUR MINIMUM AND AS APPROVED BY LOCAL FIRE PREVENTION BUREAU.

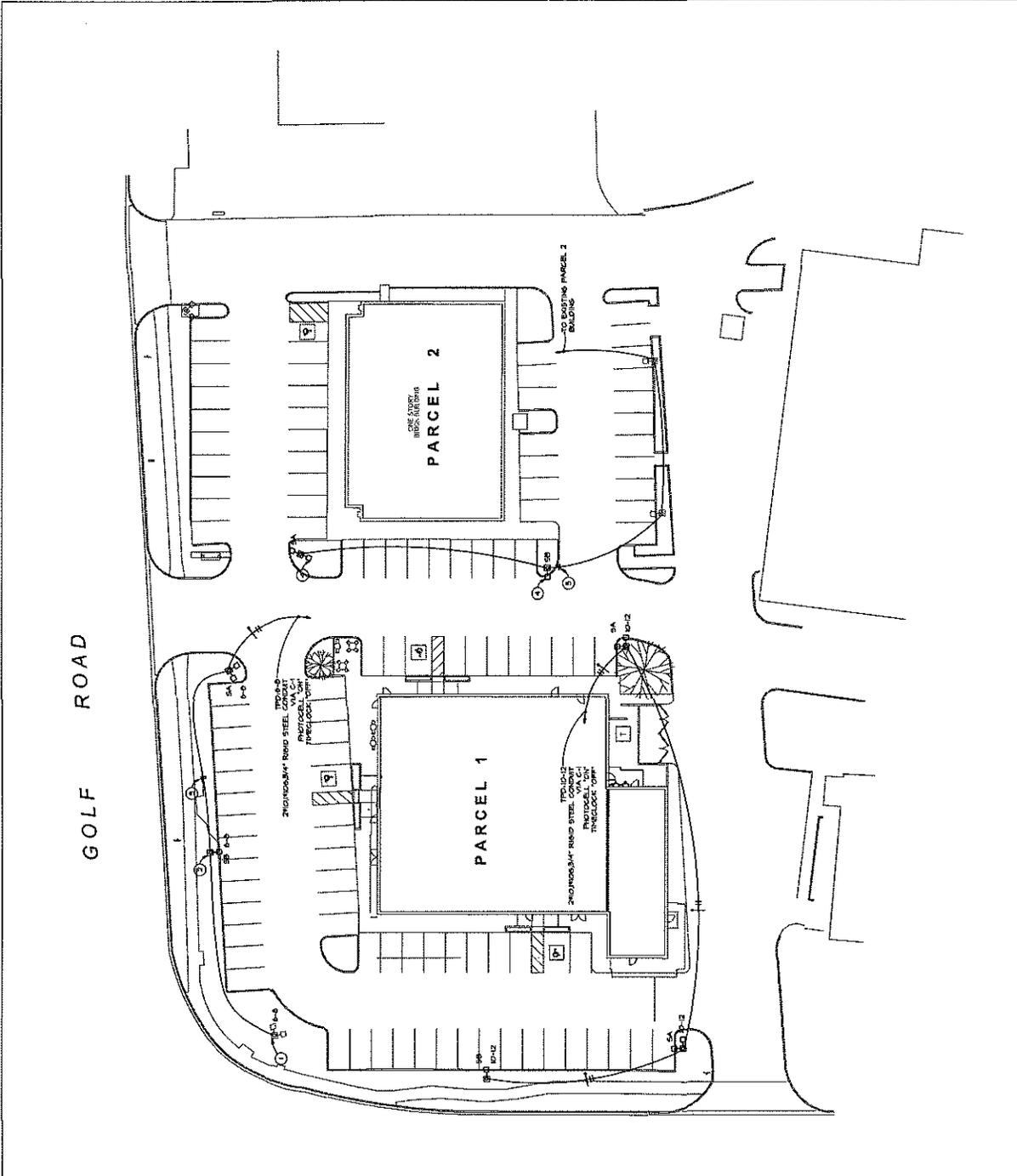
11. ALL INDOOR FLUORESCENT LUMINAIRES OTHER THAN DOWNLIGHTS WITH DOUBLE-ENDED LAMPS AND COMPACT FLUORESCENT LAMPS SHALL BE CONNECTED TO LOCAL LIGHTING SYSTEMS THROUGH CIRCUITS WITH A DISCONNECTING MEANS EITHER INTERNAL OR EXTERNAL, TO OBTAIN EMERGENCY (NEC 410.73(B)).

12. EMERGENCY LIGHTING TO BE CONNECTED TO LOCAL LIGHTING SYSTEMS AHEAD OF ANY SWITCHES.

LIGHTING FIXTURE SCHEDULE

TYPE	DESCRIPTION/FEATURES	LAMPS	MOUNTING	VOLT	QUANTITY	MANUFACTURER AND CATALOG NUMBER
A	2x4 RECESSED LENSED TRIFLER	2 F32T8	RECESSED	120	150	ULF 41-328-20-25000-120
B	1x4 EXIT LIGHT	2 F32T8	EMERGENCY	120	150	ULF 41-328-20-25000-120
C	2x4 RECESSED LENSED TRIFLER	2 F32T8	RECESSED	120	150	ULF 41-328-20-25000-120
D	CANOPY LIGHTS	1 50 CHN	HALL	120	150	ULF 41-328-20-25000-120
E	EXIT SIGN	1 LED	UNIVERSAL	120	150	ULF 41-328-20-25000-120
F	DOWN BATTERY	2	HALL	120	150	ULF 41-328-20-25000-120
G	DOWN BATTERY	2	HALL	120	150	ULF 41-328-20-25000-120
H	HALL PLAGE	1 120 CHN	HALL	120	150	ULF 41-328-20-25000-120
I	HALL PLAGE	1 120 CHN	HALL	120	150	ULF 41-328-20-25000-120

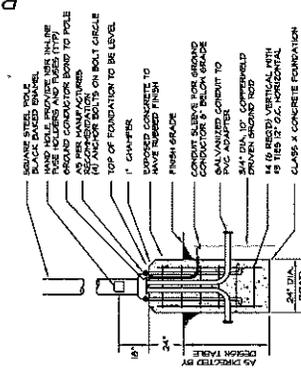
DETAIL - GROUNDING ELECTRODE SYSTEM



W-T MECHANICAL ELECTRICAL ENGINEERING, LLC
 MECHANICAL AND ELECTRICAL ENGINEERS
 2010 State Street
 P.O. Box 1000
 Hoffman Estates, IL 60139
 Tel: 815-885-1100
 Fax: 815-885-1101
 Copyright 2010 W-T Mechanical Electrical Engineering, LLC

W-T
 SITE ELECTRICAL PLAN
 SCALE: 1" = 20'-0"

- SITE ELECTRICAL KEY NOTES:**
- EXISTING POLE AND BASE TO REMAIN. E.G. TO REMAIN. TO BE REPAIRED WITH NEW E.C. TO RE-CAST AND CLEAN. REPAIR FOR RUST BASE AND POLE. AFTER BASE CANNOT BE REPAIRED.
 - EXISTING POLE IS TO BE REMOVED AND REPLACED WITH NEW E.C. TO REPAIR AN ALTERNATE BASE FOR THE BASE. IF WATER ALTERNATE ACTION EXISTING BASE CANNOT BE REPAIRED.
 - E.C. TO INTERCEPT EXISTING CONDUIT. E.G. TO FIELD VISIBILITY BACK ROUTE OF EXISTING CONDUIT.
 - NEW EXTERIOR LIGHTS TO BE REPAIRED FROM E.C. TO VISIBILITY. LOAD MADE TO START OF HOLE.
 - E.C. TO INTERCEPT EXISTING CONDUIT. E.G. TO FIELD VISIBILITY BACK ROUTE OF EXISTING CONDUIT. THIS WORK CANNOT BE DONE TO NEED REPAIRS AND REPAIRS NEEDED.



DETAIL POLE BASE TYPE "SA" & "SB"
NOT TO SCALE

TYPE OF SOIL	MINIMUM DEPTH OF FOUNDATION (IN FEET)
DESCRIPTIONS	STANDARDS
1. SOFT CLAY	30'-0" TO 35'-0"
2. MED. STIFF CLAY	15'-0" TO 20'-0"
3. STIFF CLAY	10'-0" TO 15'-0"

EXHIBIT "C"

Form of Request for Reimbursement

[Date]

Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, Illinois 60169
Attention: Village Manager

Re: Redevelopment Agreement, dated _____, 2011
By and Between the Village of Hoffman Estates, Illinois and
Dino Alex (the "**Developer**").

You are requested to disburse funds from the Special Tax Allocation Fund pursuant to Article IV of the Redevelopment Agreement described above in the amount(s), to the person(s) and for the purpose(s) set forth in this Request for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Redevelopment Agreement.

1. REQUEST FOR REIMBURSEMENT NO.: _____
2. PAYMENT DUE TO: _____
3. a. AMOUNT TO BE DISBURSED: \$ _____
b. TOTAL AMOUNT EXPENDED: \$ _____
4. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Developer for those Redevelopment Project Costs detailed in Schedule 1 attached to this Request for Reimbursement.
5. The undersigned certifies that:
 - (i) the amounts to be reimbursed pursuant to this Request for Reimbursement were made or incurred or financed and were necessary for the Project and were made or incurred in accordance with the construction contracts, plans and specifications heretofore in effect;
 - (ii) the expenditures provided represent proper Redevelopment Project Costs, have been properly recorded on the Developer's books, and are set forth in Schedule 1, with paid invoices attached for all sums for which reimbursement is requested;
 - (iii) the moneys requisitioned are not greater than those necessary to reimburse the Developer for its funds actually paid for Redevelopment Project Costs;
 - (iv) the amount of Redevelopment Project Costs to be reimbursed in accordance with this Request for Reimbursement pursuant to Section 402 of the Redevelopment Agreement, excluding Interest Costs, is not in excess of \$ _____; and

(v) the Developer is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under Redevelopment Agreement.

6. Attached to this Request for Reimbursement is Schedule 1, together with copies of contracts, invoices, bills of sale, waivers of lien and releases covering all Redevelopment Project Costs including such items for which reimbursement is being requested.

By: _____

Title: _____

Date: _____

APPROVED:

VILLAGE OF HOFFMAN ESTATES, ILLINOIS

By: _____
Village Manager

Date: _____

EXHIBIT "D"

ASSIGNMENT

This Assignment, dated this ____ day of _____, 2011, is made by and between **DINO ALEX**, (the "**Developer**") and the **VILLAGE OF HOFFMAN ESTATES**, Cook County, Illinois, an Illinois municipal corporation and home rule unit of local government (the "**Village**").

RECITALS

Whereas, the Developer and the Village are parties to a Redevelopment Agreement dated _____, 2011 (the Redevelopment Agreement) for the Property legally described in the attached Exhibit A (the Parcel); and

Whereas, the Redevelopment Agreement required the Developer to assign and pledge to the Village its right, title and interest in certain insurance proceeds as described within said Agreement.

WITNESSETH

Now, therefore in consideration of the following and the terms and conditions of the Redevelopment Agreement and other good and valuable consideration:

1. The Developer hereby assigns and pledges to the Village all right, title and interest in a portion of the proceeds and sums payable as compensation for loss or damage to the improvements on the Parcel from all present and future insurance policies pertaining to the improvements on said Parcel in an amount not to exceed \$150,000 (one hundred fifth thousand) dollars, as provided within the Redevelopment Agreement.

2. This Assignment shall remain in full force and effect only for a period of Seven (7) years from the Date of certificate of occupancy of the Project as provided in the Redevelopment Agreement.

3. The Recitals are hereby incorporated by reference into this Assignment.

Developer

Dino Alex

Date

EXHIBIT "E"

DISCLOSURE AFFIDAVIT

State of Illinois)
)
County of Cook)

THE DEVELOPER MUST SIGN THIS AFFIDAVIT

I, Dino Alex, reside at 1172 Sturbridge Road, in the Village of Hoffman Estates, County of Cook, State of Illinois, being first duly sworn and having personal knowledge of the below facts, swear to the following:

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

That the Redevelopment Site in question has a common street address referred to as: 1185 Roselle Road, in the Village of Hoffman Estates, County of Cook, State of Illinois, and with a Property Index Number(s) of 07-15-200-042-0000 (hereinafter "Redevelopment Site").

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

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

This instrument is made to induce the Village to enter into the Redevelopment Agreement and in accordance with 50 ILCS 105/3.1.

Affiant: _____

Subscribed and Sworn to
before me this ____ day
of _____, 2011.

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request approval of a temporary construction easement and a permanent traffic signal easement with Golf Center Shopping Center to allow installation of a traffic signal at the shopping center entrance from Roselle Road.

MEETING DATE: April 11, 2011

COMMITTEE: Planning, Building and Zoning

FROM: *MJK* Mark Koplin

REQUEST: Approval of a temporary construction easement and a permanent traffic signal easement with Golf Center Shopping Center to allow installation of a traffic signal at the shopping center entrance from Roselle Road.

BACKGROUND: Following direction from the Village Board, staff has been pursuing approval from Cook County for a traffic signal on Roselle Road at the intersection between the Golf Center and Hoffman Plaza Shopping Centers. Early in 2011, the Village received a letter from Cook County indicating their approval of the traffic signal, subject to conditions, including completion of design plans for the traffic signal and associated improvements.

As part of the settlement, Hoffman Plaza executed easements for the traffic signal agreement in 2007, so the remaining easements are necessary on the west side of Roselle Road at the entrance. Staff initiated efforts with the three remaining property owners (Myoda, Firestone and Golf Center) to obtain their approval of temporary construction easements, as well as permanent easements to allow installation of the traffic signal and associated improvements.

DISCUSSION: At this time, Golf Center reviewed, approved, and signed the easement on their property providing for a temporary construction easement, as well as a permanent easement for the traffic signal installation. A copy of that easement is attached to this memo, along with a sketch depicting the easement areas and a legal description of the easement areas. As agreements are reached with the Firestone and Myoda property owners, similar requests for easements will be brought to the Village Board.

RECOMMENDATION: Recommend approval of a temporary construction easement and a permanent traffic signal easement with Golf Center Shopping Center to allow installation of a traffic signal at the shopping center entrance from Roselle Road.

Attachments

cc: Steve Kant (Robin Realty & Development)

GOLF ROSE - PERMANENT EASEMENT

Legally described as follows:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

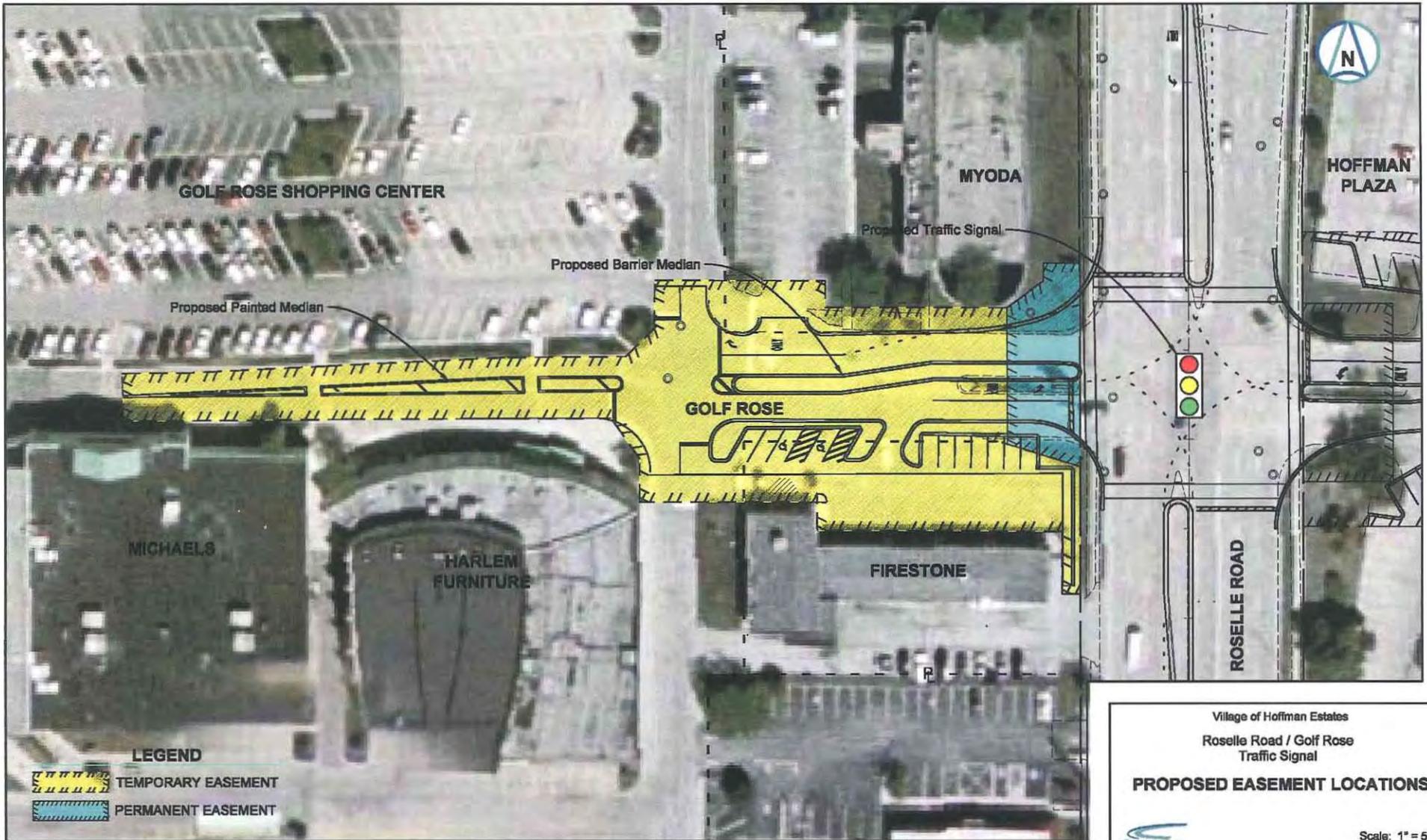
COMMENCING AT THE INTERSECTION OF THE WEST LINE OF ROSELLE ROAD WITH THE SOUTH LINE OF GOLF ROAD AS WIDENED; THENCE SOUTH 00 DEGREES 16 MINUTES 29 SECONDS WEST, ALONG THE WEST LINE OF ROSELLE ROAD, 624.30 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 72 DEGREES 42 MINUTES 07 SECONDS WEST, 41.74 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 06 SECONDS WEST, 65.74 FEET; THENCE SOUTH 72 DEGREES 09 MINUTES 09 SECONDS EAST, 41.73 FEET TO A POINT ON THE AFORESAID WEST LINE OF ROSELLE ROAD; THENCE NORTH 00 DEGREES 16 MINUTES 29 SECONDS EAST ALONG THE SAID WEST LINE OF ROSELLE ROAD, 90.95 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

GOLF ROSE – TEMPORARY EASEMENT

Legally described as follows:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF ROSELLE ROAD WITH THE SOUTH LINE OF GOLF ROAD AS WIDENED; THENCE SOUTH 00 DEGREES 16 MINUTES 29 SECONDS WEST, ALONG THE WEST LINE OF ROSELLE ROAD, 624.30 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 72 DEGREES 42 MINUTES 07 SECONDS WEST, 51.25 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 31 SECONDS WEST, 146.14 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 06 SECONDS WEST, 29.75 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 40 SECONDS WEST, 39.0 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 29 SECONDS WEST, 27.0 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS WEST, 23.0 FEET; THENCE SOUTH 87 DEGREES 27 MINUTES 32 SECONDS WEST, 215.0 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 31 SECONDS WEST, 70.0 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 31 SECONDS EAST, 272.25 FEET; THENCE SOUTH 47 DEGREES 06 MINUTES 16 SECONDS EAST, 27.31 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 29 SECONDS WEST, 25.0 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 30 SECONDS EAST, 57.58 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 29 SECONDS EAST, 34.57 FEET; SOUTH 89 DEGREES 43 MINUTES 31 SECONDS EAST, 136.14 FEET; THENCE SOUTH 72 DEGREES 09 MINUTES 09 SECONDS EAST, 51.25 FEET TO A POINT ON THE AFORESAID WEST LINE OF ROSELLE ROAD; THENCE NORTH 00 DEGREES 16 MINUTES 29 SECONDS EAST ALONG THE SAID WEST LINE OF ROSELLE ROAD, 90.95 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

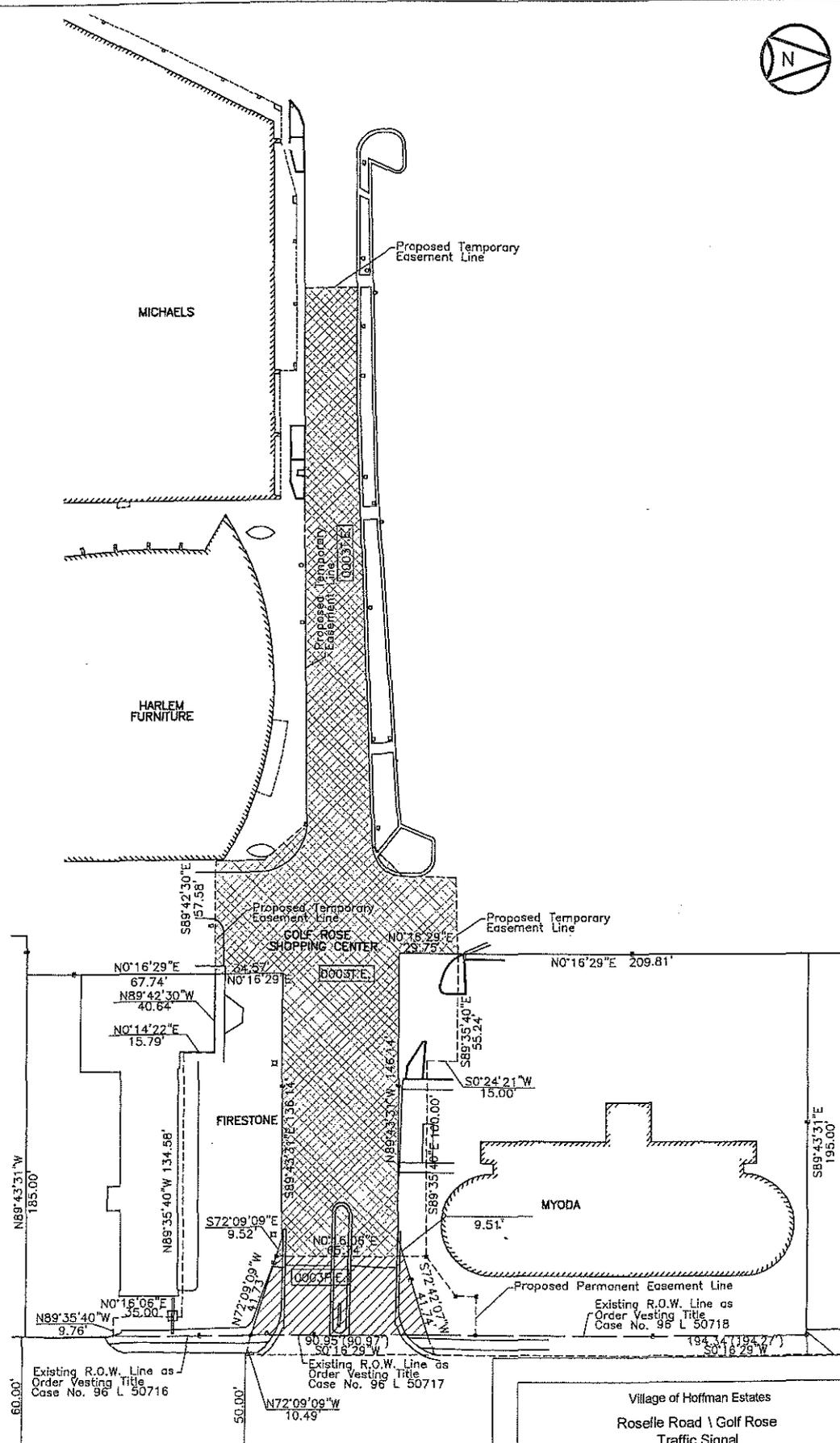


Village of Hoffman Estates
 Roselle Road / Golf Rose
 Traffic Signal

PROPOSED EASEMENT LOCATIONS

CIVILTECH

Scale: 1" = 50'
 Date: April 20, 2009



- LEGEND**
- Temporary Easement
 - Permanent Easement

ROSELLE ROAD

Village of Hoffman Estates
 Roselle Road \ Golf Rose
 Traffic Signal
PROPOSED EASEMENT LOCATIONS
GOLF ROSE

NOT A LEGAL DOCUMENT



Date: 04/20/2009
 Scale 1" = 50'

GRANT OF EASEMENT

THIS GRANT OF EASEMENT made this ___ day of March, 2011, by GOLF ROSE SHOPPING CENTER, an Illinois limited partnership (hereinafter "Grantor"), to the Village of Hoffman Estates, Cook County, Illinois, a municipal corporation (hereinafter referred to as "Grantee").

WITNESSETH:

For and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, and the benefits to be derived from this Grant of Easement:

1. Grantor hereby grants, conveys, assigns and quit claims to the Grantee a permanent and perpetual easement for the right, privilege, and authority to construct, install, reconstruct, replace, remove, repair, alter inspect, and maintain intersection and traffic signal improvements and facilities incidental thereto, in, on, upon, over, through, across, and under a parcel of land as depicted and described on Exhibit A, attached hereto and made a part thereof.

2. Grantor hereby grants, conveys, assigns, and quit claims to the Grantee a temporary construction easement for the right, privilege, and authority to construct and install intersection and traffic signal improvements and facilities incidental thereto, in, on, upon, over, through, across, and under a parcel of land as depicted and additionally described on Exhibit B, attached hereto and made a part hereof. This temporary construction easement shall terminate and be of no further force and effect upon the completion of construction of an intersection and traffic signal improvements.

The Grantee covenants and agrees to restore, at its sole cost and expense, all portions of the Easement Premises to its original condition immediately preceding any work conducted. Any

such restoration shall be commenced as soon as practicable following the Grantee's completion of the work it may from time to time perform.

3. Grantor hereby agrees with the Grantee that the officers, agents, or employees of the Grantee whenever elected, appointed, or hired, may at any and all times designated herein, when necessary and convenient to do so, go in, on, upon, over, and across the herein above described easements, and do and perform any and all acts necessary or convenient to the carrying into effect the purposes for which this Grant and the easements created hereby are made, and that the Grantors shall not disturb, molest, injure, or in any manner interfere with, or in any way restrict access to, the aforesaid improvements, and activities incidental hereto.

4. All work labor, services, equipment, tools, and materials to be performed, furnished, or used directly or indirectly in, or in connection with the constructing, installing, reconstructing, replacing, removing maintaining, altering, inspecting, and repairing the streetscape improvements or the traffic signal improvements, all recording costs and all other matters and things to be performed, furnished, or used, or expenses to be paid, under the terms of this Grant of Easement are to be at the sole expense of the Grantee.

5. The Village of Hoffman Estates will be responsible for construction and 100% funding of the new signal and interconnection with adjacent signals, along with all other improvements. The County of Cook will assume maintenance of the signal upon completion and inspection, and the Village of Hoffman Estates will be responsible for 100% of maintenance and energy costs. Grantor shall not be responsible for any costs, fees or expenses whatsoever.

6. Grantee shall indemnify, hold harmless, and defend the grantor from any claims, actions, suits, or damages arising out of grantee's activities conducted upon the Easement premises, except such claims, actions, suits, or damages caused by the negligence of the Grantor.

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request by St. Alexius Medical Center for approval of a Development Agreement regarding the platting requirements for the hospital campus properties at 1555 North Barrington Road

MEETING DATE: April 11, 2011

COMMITTEE: Planning, Building and Zoning

FROM: Peter Gugliotta *PG*

REQUEST: Request by St. Alexius Medical Center for approval of a Development Agreement regarding the platting requirements for the hospital campus properties at 1555 North Barrington Road.

BACKGROUND: The existing St. Alexius Medical Center campus is under single ownership or control and consists of several parcels, some of which were covered by a previous subdivision, and some areas which are unsubdivided. Portions of the campus qualify for property tax exemptions.

The 2004 Village approvals of a major hospital expansion project included a condition of approval requiring St. Alexius to enter into an agreement with the Village regarding any future requests to change the taxable or exempt status of any portions of the property. The approval also included a plat of subdivision intended to create logical lot lines based on the expanded campus. The plat has never been finalized for recording. These issues have been outstanding while St. Alexius finished various expansion projects on the campus and continued to evaluate a final design and location for the new Children's Hospital (expected to begin construction soon). To resolve these outstanding issues, St. Alexius is requesting approval of a Development Agreement.

St. Alexius is proposing a Development Agreement that outlines which parcels are tax exempt and which are taxable. The agreement also sets forth the fact that a plat of subdivision will not be recorded at this time, but it will be done based on specific circumstances in the future.

DISCUSSION: The St. Alexius Medical Center campus is a unique facility in the Village. It is the only full service hospital in the community and is also unusual because the campus contains a mix of taxable and tax exempt improvements. In addition to Village regulations and the property tax exemption status, the St. Alexius Medical Center operates under regulations administered by the State of Illinois. These issues create a unique situation that is a major factor in St. Alexius' request for approval of this agreement in lieu of a subdivision plat.

DISCUSSION: (Continued)***Tax Status***

The proposed Development Agreement outlines the current and future expected property tax status for the campus and its planned improvements. The hospital facilities qualify for tax exempt status from the Illinois Department of Revenue. Generally, the medical office buildings containing doctors' offices are taxable. Because changes in the taxable status of private property financially impacts the Village, the intent of the original Village condition was to ensure transparent communication by the hospital with regard to any tax status changes. The agreement provides that the Village will be notified of any proposed tax status changes on the property and allows the Village to engage in a dialogue about such changes with the hospital instead of relying upon the legal procedures involved in a review under the formal County Assessment review process.

Plat of Subdivision

Through the agreement, St. Alexius acknowledges that a plat of subdivision is required for the hospital campus in accordance with the Village Subdivision Code. However, the hospital is seeking a temporary waiver from the plat filing requirements as long as they maintain the campus under the single ownership and control of a non-profit hospital organization. The agreement stipulates that in the event the vacant portion of the campus is sold, then a plat will be recorded for that area only. In the event any portion of the improved part of the campus is sold or transferred to a different agency, or if the entire campus is transferred to a for-profit organization, then a plat of subdivision will be filed for the entire campus, and at such time the Village can secure all necessary cross access, parking, and maintenance easements.

Approval of this agreement will have no impact on the amount of taxes paid, nor will it have any financial impact on the Village. The issues the Village would typically secure by having a formal plat of subdivision recorded are addressed through this agreement.

Corporation Counsel and staff have worked with St. Alexius on the detailed terms of this agreement and are satisfied that it is an acceptable alternative to a plat of subdivision for this unique property and situation.

RECOMMENDATION:

Approval of a request by St. Alexius Medical Center of a Development Agreement regarding the platting requirements for the hospital campus properties at 1555 North Barrington Road.

Attachments

cc: Linda Gump (St. Alexius Medical Center)
Peg Wendell (Alexian Brothers Health System)

St. Alexius Medical Center



N BARRINGTON RD

West Parking Deck

East Parking Deck

DOB #2

DOB #3

DOB #1

Hospital

East Pavilion Addition

Parcel Lines

Department of Development Services
Planning Division
April 2011

1 inch = 250 feet



ALEXIAN
BROTHERS
Health System

March 31, 2011

Mr. James Norris
Village Manager
Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60169

RE: St. Alexius Medical Center
Development Agreement

Dear Mr. Norris:

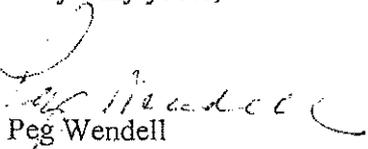
Enclosed is the proposed Development Agreement ("Agreement") by and between St. Alexius Medical Center ("St. Alexius"), an affiliate of Alexian Brothers Health System, and the Village of Hoffman Estates (the "Village"), which has been drafted with input from the Village staff, to provide for various easements and maintenance covenants that would otherwise be addressed by a Plat of Subdivision.

The St. Alexius campus is currently under single ownership or control, and it is St. Alexius' intent that the campus so remain. Historically, the campus has been developed with various portions of the Hospital facilities and Medical Office Buildings existing on one or more lots and parcels. St. Alexius has obtained certain tax exemptions from the Illinois Department of Revenue ("IDOR") with respect to real estate taxes on portions of the property owned by the hospital and relating to the hospital facilities. The Agreement outlines the current tax exempt status of the various parcels, and defines the circumstances under which a Plat of Subdivision would be required in the future.

As drafted, the Agreement provides for both the flexibility that St. Alexius requires in the current healthcare environment and, provides the Village with the controls and protections it requires as further development of the campus occurs. Therefore, St. Alexius is respectfully requesting that the proposed Agreement be presented to the Planning, Building and Zoning Committees of the Village of Hoffman Estates Board, and then to the Village of Hoffman Estates Board, for approval.

Representatives of St. Alexius will be present on April 11th to answer any questions the Committees may have.

Very truly yours,


Peg Wendell
Vice President, General Counsel

After Recordation Please Return To:

DEVELOPMENT AGREEMENT

THIS AGREEMENT (“Agreement”) dated the _____ day of _____ 2011 is by and between **ST. ALEXIUS MEDICAL CENTER**, an Illinois not-for-profit corporation (“Hospital”) and **THE VILLAGE OF HOFFMAN ESTATES**, an Illinois municipal corporation (“Village”) (Hospital and Village each a “Party” and, collectively, the “Parties”).

WITNESETH:

WHEREAS, Hospital is an owner of real estate located within the Village of Hoffman Estates, Illinois, as shown on Exhibit “A”, (“the Property”) which is attached hereto and made a part hereof;

WHEREAS, Hospital is an owner and operator of hospital facilities (“Hospital Facilities”) located on the Property;

WHEREAS, the Hospital is also the owner and operator of medical office buildings (“Medical Office Buildings”) located on the Property;

WHEREAS, Hospital has obtained several tax exemptions from the Illinois Department of Revenue (“IDOR”) which are administered by the Office of the Assessor of Cook County, Illinois (“Assessor’s Office”) with respect to real estate taxes on portions of the Property owned by the Hospital relating to the Hospital Facilities;

WHEREAS, the Village, at times, has raised concerns over portions of the campus for which various exemptions from the IDOR have been obtained by Hospital with respect to portions of Property owned by the Hospital; and

WHEREAS, the Property is un-subdivided, with various portions of the Hospital Facilities and Medical Office Buildings existing on one or more lots and parcels with varying Permanent Tax Identification Numbers (“PINS”); and

WHEREAS, the Village would normally require that the Property be subdivided in accordance with the Village Code so as for each building to be located on a separate Lot of Record, and so that the various easements and maintenance covenants would be applied to the various parcels; and

WHEREAS, the Village and the Hospital have agreed to enter into this Agreement in order to provide for the various easements and maintenance covenants which would otherwise be provided by a Plat of Subdivision ("Plat" or "Plat of Subdivision") without a Plat being required to be recorded; and

WHEREAS, in order to avoid further misunderstanding with respect to the tax exempt status relating to various portions of the Property, and to avoid further misunderstanding between the Village and the Hospital, the Village and the Hospital have agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable considerations, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Recitals.** The above Recitals are set forth herein as is fully set forth in their entirety.

2. **Exempt Property.** The Parties acknowledge and agree that there are existing exemptions issued by the IDOR with respect to the real estate taxes for portions of the Property. In that regard, the Parties further acknowledge and agree that the Hospital Facilities as shown on Exhibit "B", which is attached hereto and made a part hereof, will continue to maintain an exempt status with respect to real estate taxes, so long as such property is owned, maintained and operated as a part of the Hospital Facilities.

3. **Non-Exempt Property.** The Parties acknowledge and agree that a portion of the Property currently being used as the Medical Office Facilities and its related parking facilities (the "Parking Facilities") are currently being assessed by the Assessor's Office as being non-exempt from real estate taxes. In that regard, the Parties further acknowledge and agree that the Medical Office Facilities as shown on Exhibit "C" and the Parking Facilities as shown on Exhibit "D", which are attached hereto and made a part hereof, are currently being classified as non-exempt from real estate taxation by the Assessor's Office ("Non-Exempt Property").

4. **Parking Expansion.** At this time, the Parties acknowledge and agree that the Hospital is in the process of expanding parking on the Property. In that regard, the Hospital will take all appropriate actions with respect to the property as shown on Exhibit "E", which is attached hereto and made a part hereof, as being exempt from taxation due to the fact that they will serve the Hospital and the Hospital Facilities.

5. **Pavilion Expansion.** The Hospital has submitted plans to the Village for an addition to the Hospital Facilities serving as a Children's Hospital (the "Children's Addition") as shown on Exhibit "F" attached hereto and made a part hereof. If constructed, the Hospital intends to submit the Children's Addition to the Assessor's Office for exemption of real estate taxes if required in order to obtain or preserve this exemption. The Village agrees that the submittal of the Children's Addition for Tax Exempt Status is appropriate and is not a default of this Agreement.

6. **Future Expansions.** For any future expansion of the Hospital Facilities which the Hospital may propose and the Village may approve, the Hospital may submit the buildings for Real Estate Tax Exempt Status, and so long as the expanded facilities are utilized for Hospital purposes, the Village shall agree that such application for exemption is not to be considered a default under this Agreement.

7. **Future Exemptions.** In the event the Hospital in the future desires to change the use of any portion of the Non-Exempt Property, including but not limited to those portions of the Property within the Medical Office Buildings or the Parking Facilities, to an exempt status due to the fact that such portions of the Property will be utilized for Hospital purposes, the following procedure shall be followed by and between the Village and the Hospital:

- (i) The Hospital will provide written notice to the Village, of the Hospital's intent to file an application for approval of exemptions ("Application") for a portion of the Non-Exempt Property. In the event the Application for exemption is proposed for property not entirely utilized for Hospital purposes, the Application submitted by the Hospital shall provide to the Village a detailed breakdown of the proposed use, the size and square feet and the extent of the proposed exemption. Within ten (10) business days of its receipt of the Application, and any related materials from the Hospital, the Village shall either:
 - (a) Approve the Application for exemption, whereupon the Hospital shall have the right to file the Application; or
 - (b) The Village shall have the right to object to the Application for exemption, and in such event, shall provide the Hospital with detailed specifications as to its objection.
- (ii) The Parties agree to use their best efforts to resolve any and all disputes relating to the Hospital's Application. In the event the Village disapproves the Application, the Hospital reserves its right to file the Application for exemption with the Village's detailed objections.

8. **Plat of Subdivision.** The Hospital recognizes that the Village Code requires that no development, redevelopment, or other improvements shall be made to land until the Village has approved a plat of subdivision. The Village recognizes that subdivision of the Property at this time would create a significant hardship for the Hospital. In recognition of the hardship that subdivision of the Property would create for the Hospital, but in order to protect the interests of the Village which otherwise would be addressed through a Plat of Subdivision, the Parties agree as follows:

- (i) The Village, subject to the terms set forth in this Section 8, agrees to grant a waiver of the provisions of the Village Code which would otherwise require that the Property be subdivided.

(ii) The Hospital agrees to maintain the Property and the buildings thereon under single ownership or control.

(iii) The Hospital agrees to accept the maintenance responsibilities for all structures, utilities, landscaping, and other improvements located on, under and over the Property, except as provided for under cross easement agreements with the ownership of Doctors' Office Building II.

(iv) The recordation of this Agreement shall create a grant of easement for access, parking and utilities throughout the Property serving all of the structures, utilities and facilities constructed thereon.

9. Vacant Land. A portion of the Property as shown on Exhibit "G", which is attached hereto and made a part hereof, is currently vacant ("Vacant Property"). The Parties acknowledge and agree that the Vacant Property shall remain taxable and the Hospital shall not file an Application for exemption with respect to the Vacant Property without the prior written consent of the Village, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, in the event the Hospital develops the Vacant Property for Hospital purposes, the Hospital shall have the right to file an Application for exemption with respect to said property.

10. Plat of Subdivision Required. The Hospital (or its successor in interest as applicable below) shall be required to apply for and record a Plat of Subdivision for the Property or a portion of the Property as set forth below:

(i) In the event all of the Property is sold or transferred to an entity other than to a not for profit entity such that the Property would no longer be considered under continued tax exempt organization single ownership or control; or

(ii) If the Vacant Land is sold or transferred to an entity other than to an entity affiliated with the Hospital, then a Plat of Subdivision would be applied for solely affecting the Vacant Land, and recorded prior to transfer of title for the Vacant Land; however, such sale or transfer of the Vacant Land would not result in the Hospital being required to apply for and record a Plat of Subdivision for the Property; or

(iii) If any portion of the Property is sold or transferred to an entity other than to an entity affiliated with the Hospital, then a Plat of Subdivision would be applied for and recorded for the Property prior to transfer of title for that portion of the Property.

This Agreement, and the Plat of Subdivision requirements set forth herein, shall apply to any tax exempt Hospital successor in the event of such a transaction resulting in continued single ownership or control of the Property in its entirety.

In the event of a merger or sale of the Hospital to a not for profit hospital or system, the Hospital agrees to notify the Village, and the Village shall have the right to review the status of the use of the Property to confirm the continued tax exempt use of the Property.

11. **Building Permits.** Notwithstanding anything contained in this Agreement to the contrary, the Village shall continue to process all requests for building permits and development approvals as requested by the Hospital in accordance with the applicable Village ordinances, rules and regulations. The exception to this provision is if title to all or any portion of the Property is transferred in violation of the requirements set forth in Section 10, whereby the Village may deny issuance of building permits for any portion of the Property.

12. **Certificate of Occupancy.** In 2005 Doctors' Office Building III was constructed on the Property. The Village issued a Temporary Certificate of Occupancy. In recognition of the Hospital entering into this Agreement, the Village agrees to issue the Final Certificate of Occupancy for Doctors' Office Building III within 10 days of execution of the Agreement.

13. **Term of Agreement.** The Initial Term ("Initial Term") of the Agreement shall be for a period of twenty (20) years. Subsequent terms shall each be for ten (10) years from the end of the Initial Term. The Agreement shall automatically be extended for additional ten (10) year terms so long as the Hospital is not in default under the terms of the Agreement. If the Property is subsequently sold to a for-profit Hospital operator, this Agreement shall no longer be in effect and the Property must comply with and is subject to all Village ordinances.

14. **Defaults.**

(i) In the event a Party ("Defaulting Party") to this Agreement is in default of any term or condition of this Agreement, after applicable cure period, the non-defaulting Party shall have the right to seek any and all remedies available at law or in equity as to enforce the terms and conditions of this Agreement. The prevailing Party shall be entitled to recover from the non-prevailing Party its reasonable attorneys' fees and court costs incurred in enforcing the terms and conditions of this Agreement.

(ii) If the requirements of Section 10 are violated the Village shall be permitted to:

a. Deny issuance of a permit for construction on the Property; and/or

b. Refuse to review and approve any required site plan approvals or other zoning relief for the Property.

15. **Notices.** Any notice, request, direction or demand given or made under this Agreement shall be in writing, shall be sent to the Parties at their respective addresses set forth below and shall be delivered personally, by Federal Express or other reputable overnight national courier service, by electronic telefax transmission, or by certified U.S. Mail, return receipt requested, and shall be deemed given upon the earlier to occur of (i) actual receipt, (ii) the second business day after being deposited in the U.S. mail, (iii) the next business day after being deposited in federal express or another reputable overnight courier or (iv) the date sent, if sent by electronic telefax transmission:

If to the Village:

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

Facsimile: (847)781-2624
Telephone: () _____

With a copy to:

Village Attorney
Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60169

Facsimile: (847)781-2624
Telephone: (847)882-9100

If to the Hospital:

Vice President, Construction and Facilities
Alexian Brothers Health System
3040 W. Salt Creek Lane
Arlington Heights, IL 60005
Facsimile: (847) 385-7100
Telephone: (847) 483-7035

With a copy to:

Vice President, General Counsel
Alexian Brothers Health System
3040 W. Salt Creek Lane
Arlington Heights, IL 60005
Facsimile: (847) 483-7036
Telephone: (847) 385-7148

Bernard I. Citron
Thompson Coburn LLP
55 East Monroe Street
37th Floor
Chicago, IL 60603
Facsimile: (312) 782-1687
Telephone: (312) 580-2209

16. **Unenforceable Provisions.** If any term, covenant, or provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such term, covenant or provision and the remainder of this Agreement shall be enforced, if being the Parties' intention this Agreement will be enforced to the fullest extent permitted by applicable law.

17. **Governing Law.** This Agreement has been executed, delivered and accepted by all Parties hereto in the State of Illinois. This Agreement is, and shall be deemed to be, a contract entered into, under and pursuant to the laws of the State of Illinois and shall in all respect be governed, construed, applied and enforced in accordance with the laws of the State of Illinois. No defense given or allowed by the laws of any other state or country shall be interposed in any action or proceeding hereon unless such defense is also given or allowed by the laws of the State of Illinois.

18. **Counter Parts.** This Agreement may be executed in one or more counterparts by some or all the Parties hereto, each of which counterpart shall be an original and all of which together shall constitute a single agreement. This Agreement may be executed in any number of duplicate originals and each such duplicate original shall be deemed to constitute but one in the same instrument.

19. **Covenant on the Property.** This Agreement shall be considered as a covenant running with the Property. If the Provisions of Section 10 are violated, good and merchantable title to those portions of the Property for which a deed of transfer have been recorded shall not be held to as to transferred as a matter of law.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and date first above written.

HOSPITAL:

ST. ALEXIUS MEDICAL CENTER, an Illinois not-for-profit corporation

By: _____

Name: _____

Its: _____

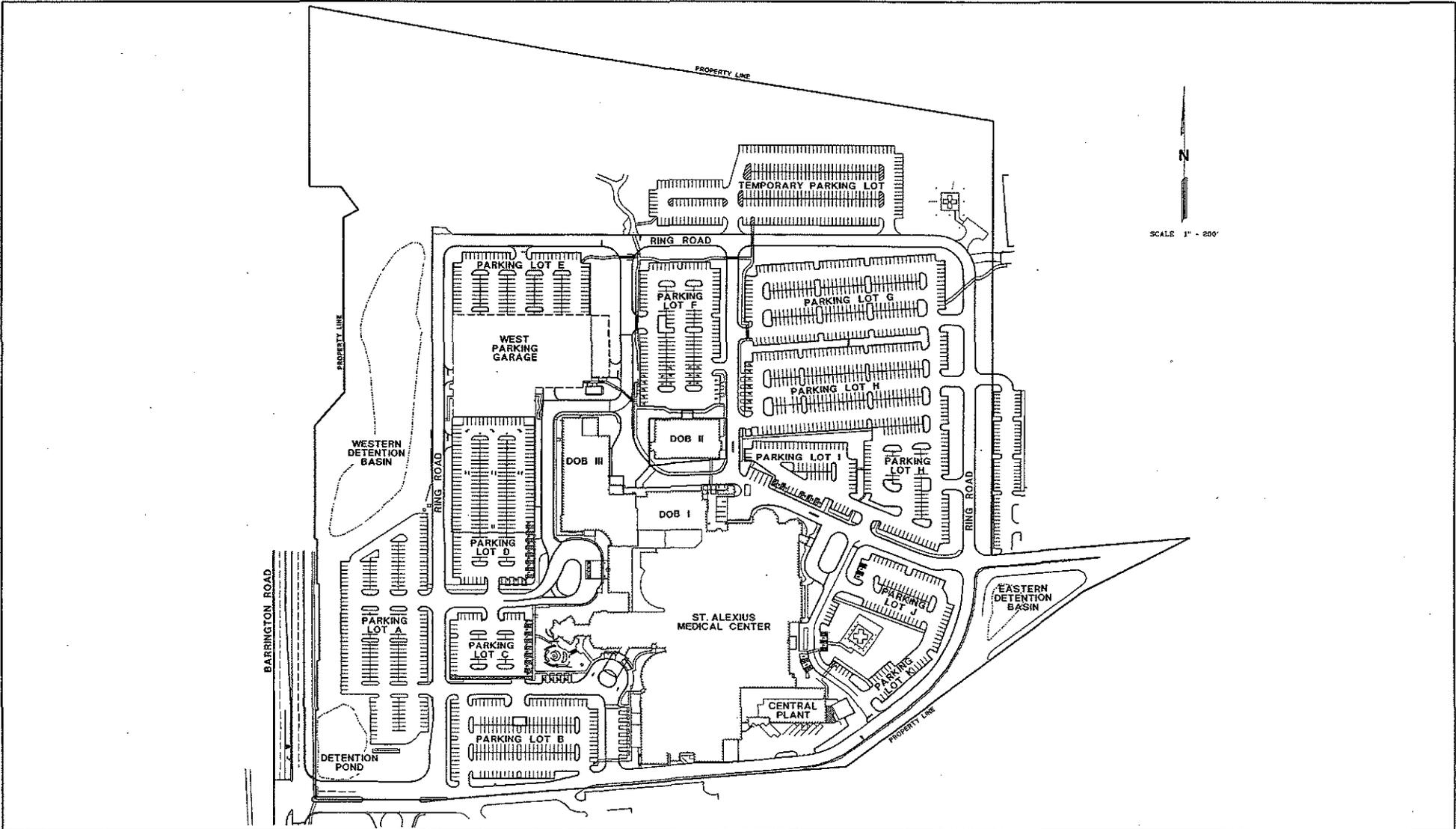
VILLAGE:

THE VILLAGE OF HOFFMAN ESTATES, an Illinois municipal corporation

By: _____

Name: _____

Its: _____



L:\2008\11555 ST. ALEXIUS MEDICAL CENTER\11555_SitePlan.dwg (11/11/08) 11:55 AM



Mackie Consultants, LLC
 9275 W. Higgins Road, Suite 500
 Rosemont, IL 60018
 (847) 695-1400
 www.mackieconsult.com

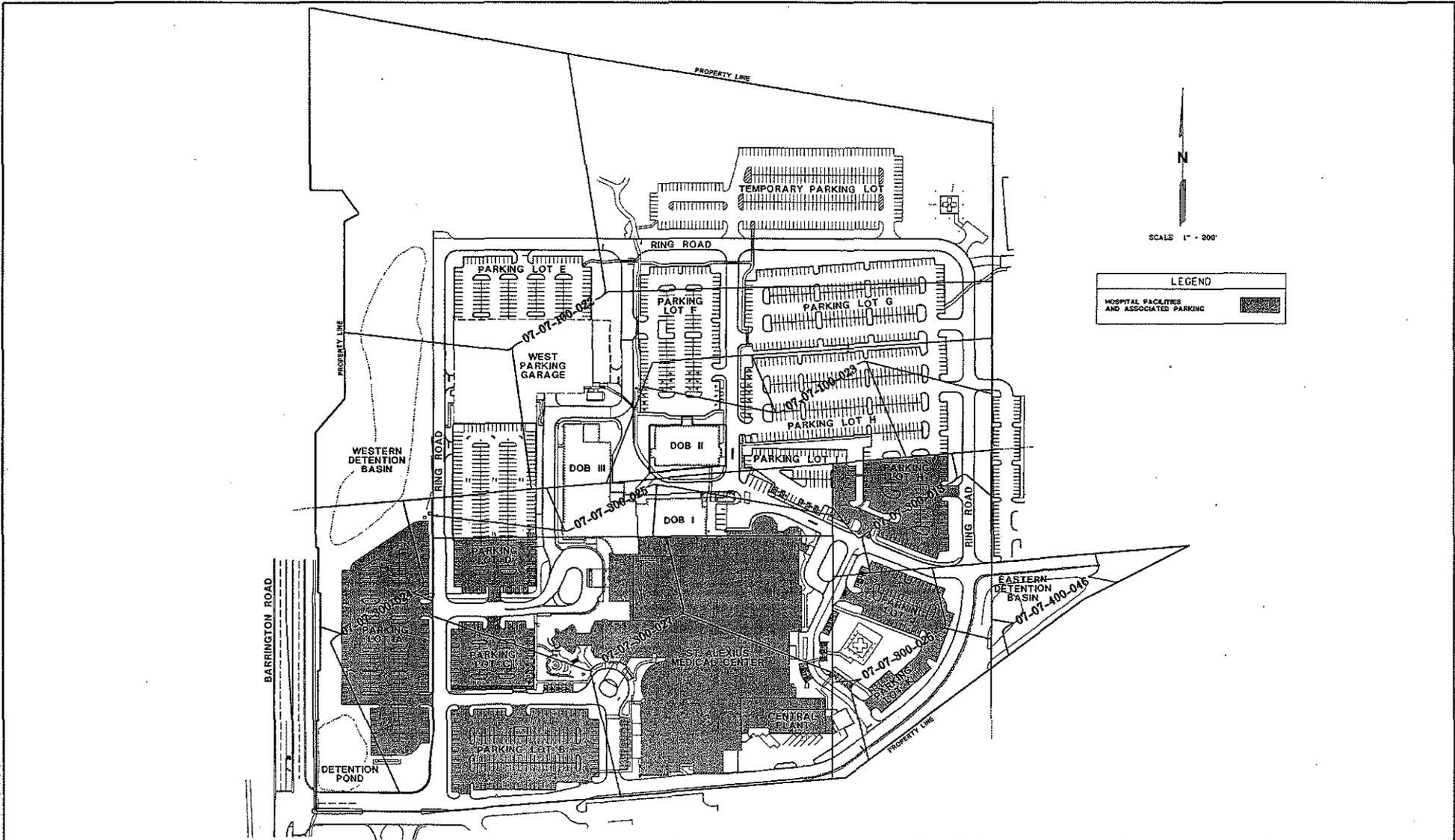
CLIENT:
ST. ALEXIUS MEDICAL CENTER
 1555 BARRINGTON ROAD
 HOFFMAN ESTATES
 ILLINOIS, 60134

DATE	DESCRIPTION OF REVISION	BY

DESIGNED	DRM
DRAWN	WHH
APPROVED	OAS
DATE	03-28-11
SCALE	1" = 200'

EXHIBIT A
ST. ALEXIUS MEDICAL CENTER
HOFFMAN ESTATES, ILLINOIS

SHEET	1 of 1
PROJECT NUMBER:	1855
DESIGNED BY:	DRM
DRAWN BY:	WHH
APPROVED BY:	OAS
DATE:	03-28-11
SCALE:	1" = 200'



SCALE: AS SHOWN
 DATE: 03/28/11
 DRAWN BY: WJK
 CHECKED BY: CAS
 PROJECT: ST. ALEXIUS MEDICAL CENTER
 SHEET: 1 OF 1



Mackie Consultants, LLC
 9575 W. Higgins Road, Suite 500
 Rosemont, IL 60018
 (847) 295-1400
 www.mackieconsultants.com

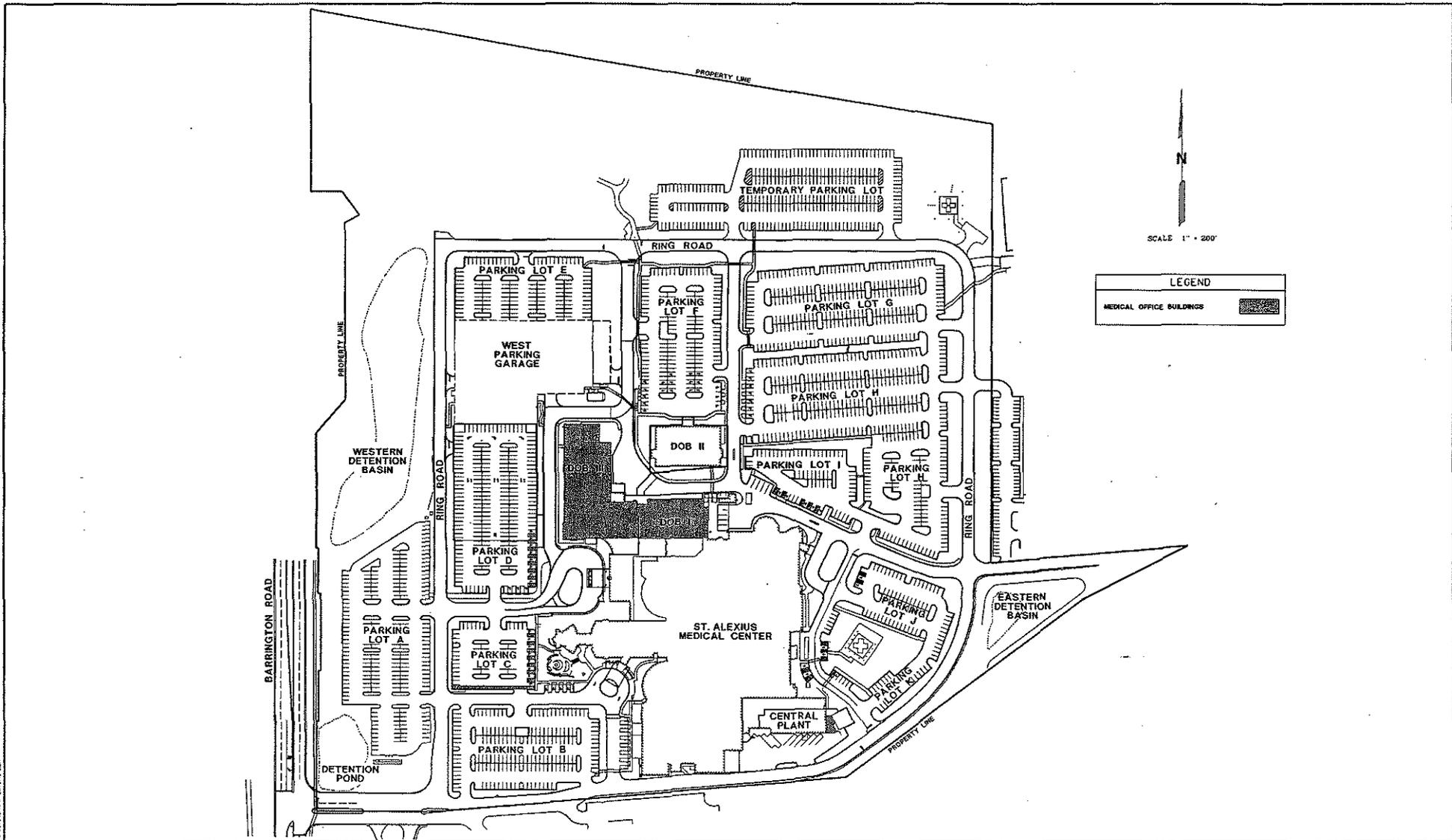
CLIENT:
ST. ALEXIUS MEDICAL CENTER
 1555 BARRINGTON ROAD
 HOFFMAN ESTATES
 ILLINOIS, 60134

DATE	DESCRIPTION OF REVISION	BY

DESIGNED	SRM
DRAWN	WJK
APPROVED	CAS
DATE	03-28-11
SCALE	1" = 200'

EXHIBIT B
ST. ALEXIUS MEDICAL CENTER
HOFFMAN ESTATES, ILLINOIS

SHEET
1 OF 1
 PROJECT NUMBER: 1535
 ©MACKIE CONSULTANTS LLC 2011
 ILLINOIS FIRM LICENSE 154-027941



M Mackie Consultants, LLC
 8575 W. Higgins Road, Suite 500
 Rosemont, IL 60018
 (847) 295-1400
 www.mackieconsultants.com

CLIENT:
ST. ALEXIUS MEDICAL CENTER
 1555 BARRINGTON ROAD
 HOFFMAN ESTATES
 ILLINOIS, 60134

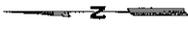
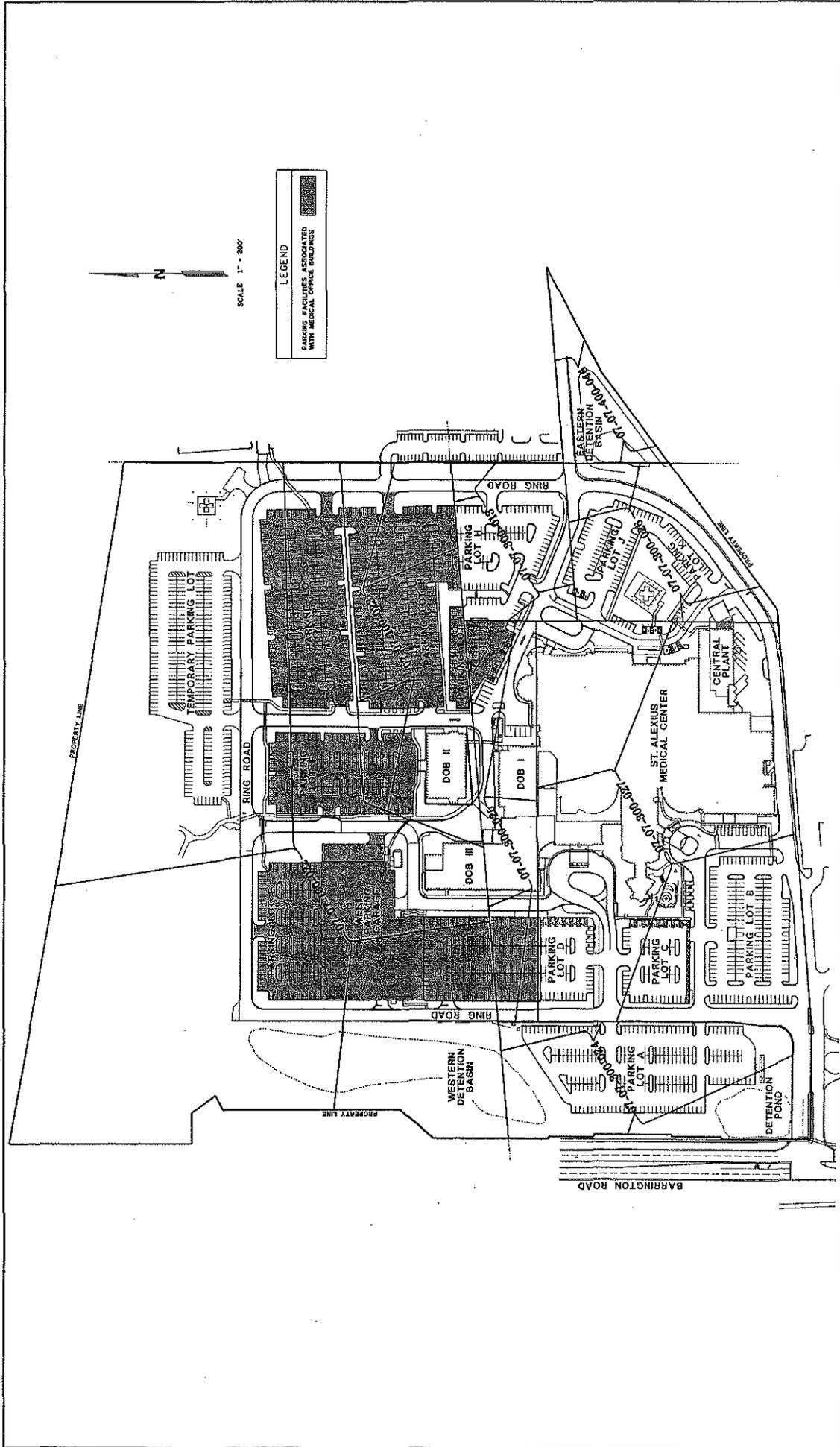
DATE	DESCRIPTION OF REVISION	BY

DESIGNED	SRM
DRAWN	WHM
APPROVED	DAS
DATE	03-28-11
SCALE	1" = 200'

EXHIBIT C
ST. ALEXIUS MEDICAL CENTER
HOFFMAN ESTATES, ILLINOIS

SHEET
1 OF **1**
 PROJECT NUMBER: 1052
 ©MACKIE CONSULTANTS, LLC 2011
 ILLINOIS FIRM LICENSE #14-022681

ALL RIGHTS RESERVED BY MACKIE CONSULTANTS, LLC. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF MACKIE CONSULTANTS, LLC.



SCALE 1" = 300'

LEGEND

PARKING FACILITIES ASSOCIATED WITH MEDICAL OFFICE BUILDINGS

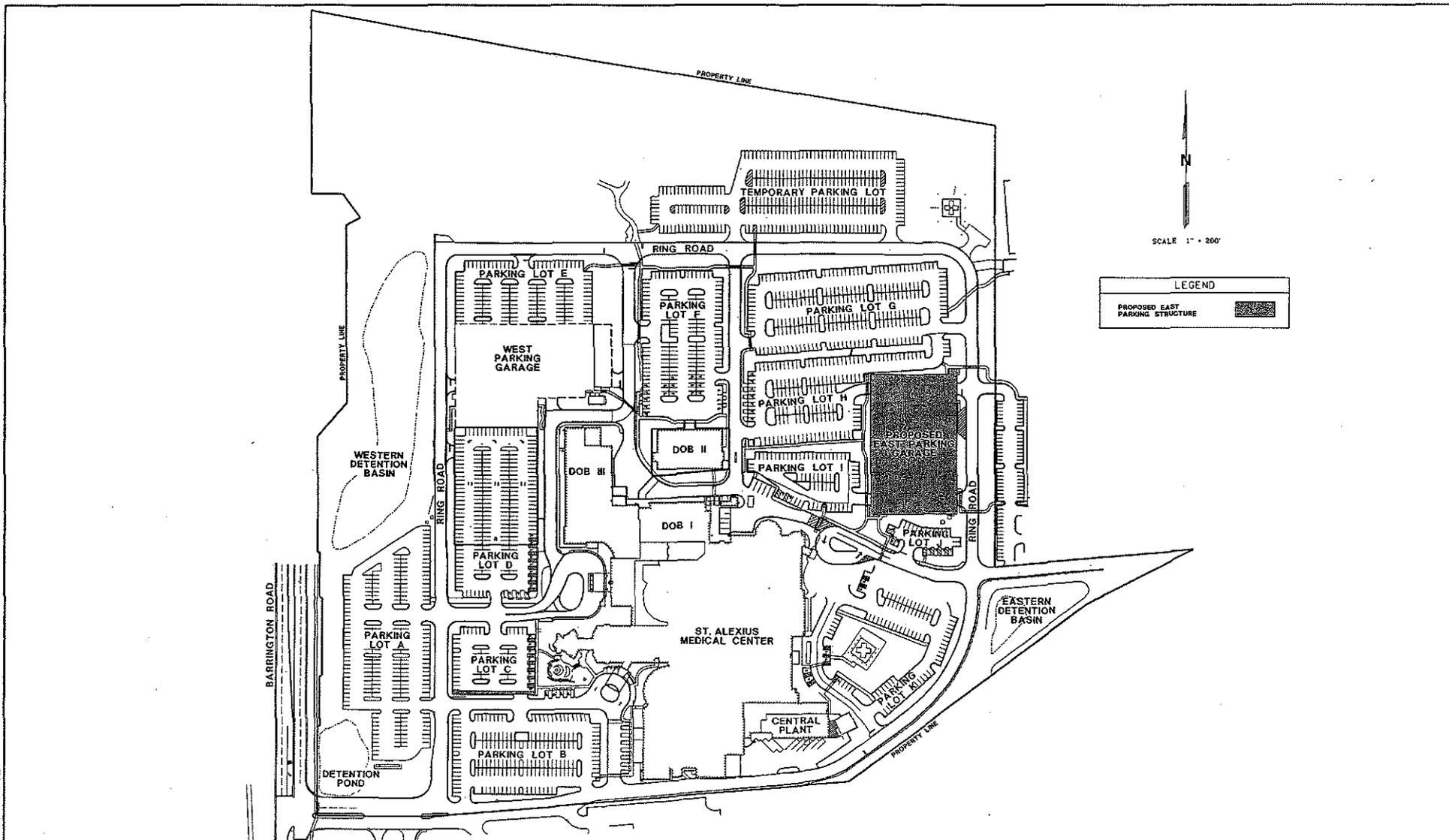
SHEET
1 OF **1**
 PROJECT NUMBER: 1555
 ALWAYS PRINT LARGER: 84-0229A

EXHIBIT D
ST. ALEXIUS MEDICAL CENTER
HOFFMAN ESTATES, ILLINOIS

DESIGNED	BRN	BY
DRAWN	WHM	
APPROVED	DAS	
DATE	03-28-11	
SCALE	1" = 300'	

CLIENT:
ST. ALEXIUS MEDICAL CENTER
 1555 BARRINGTON ROAD
 HOFFMAN ESTATES
 ILLINOIS 60148

M
 MACKIE CONSULTANTS
 8275 W. Higgins Road, Suite 503
 Rosemont, IL 60018
 www.mackieconsultants.com



LEGEND

PROPOSED EAST PARKING STRUCTURE

N

SCALE 1" = 200'

2/28/06 4:31 PM 43131 N 2/28/06 4:31 PM 43131 N

M Mackie Consultants, LLC
 9575 W. Higgins Road, Suite 500
 Rosemont, IL 60018
 (847)596-1400
 www.mackieconsult.com

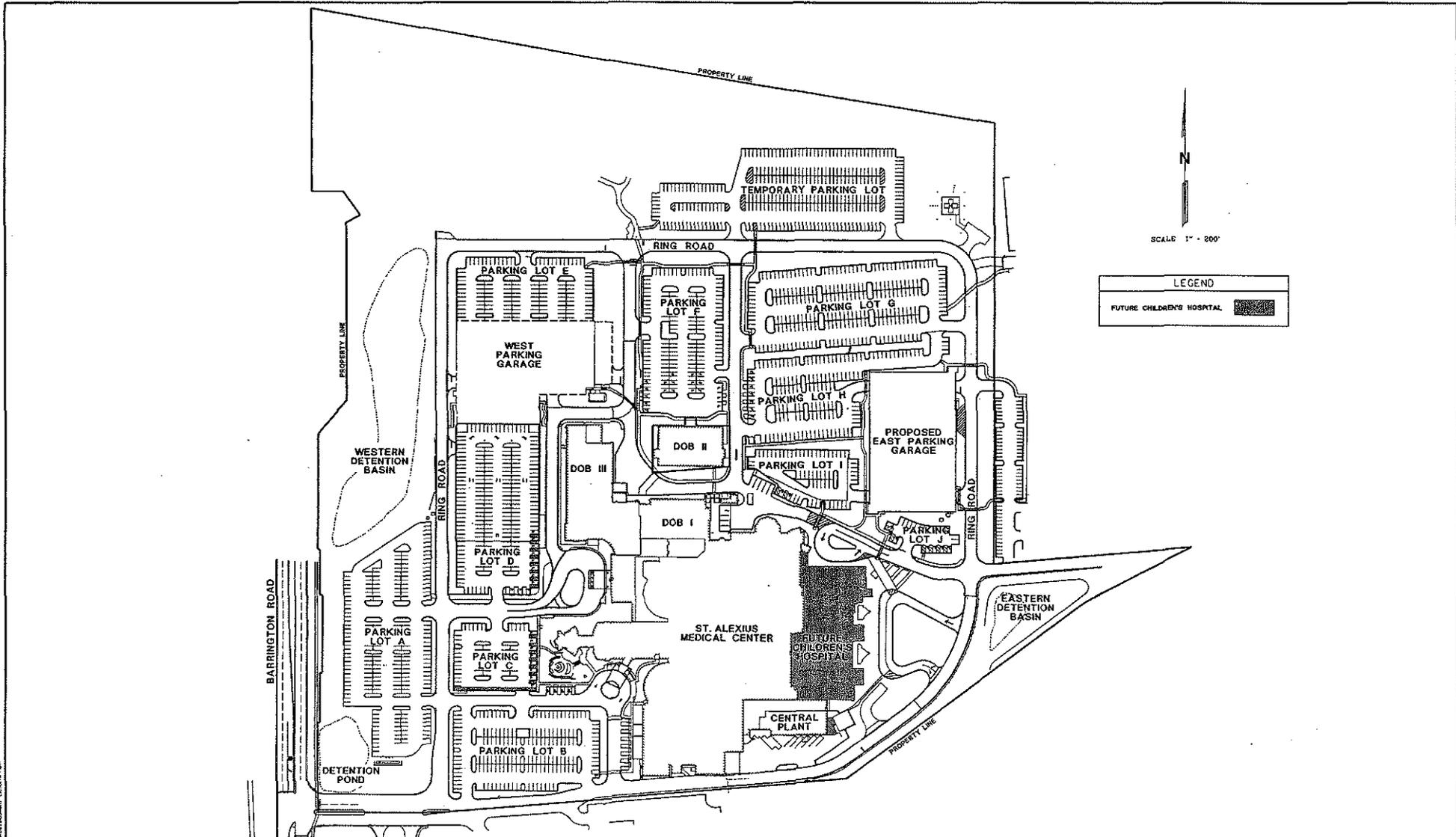
CLIENT:
ST. ALEXIUS MEDICAL CENTER
 1555 BARRINGTON ROAD
 HOFFMAN ESTATES
 ILLINOIS, 60184

DATE	DESCRIPTION OF REVISION	BY	SCALE

DESIGNED	BRM
DRAWN	WPM
APPROVED	DAS
DATE	03-26-11
SCALE	1" = 200'

EXHIBIT E
ST. ALEXIUS MEDICAL CENTER
HOFFMAN ESTATES, ILLINOIS

SHEET
1 OF 1
 PROJECT NUMBER: 050
 SHEETS: 001-005
 ILLINOIS PARK LICENSE 184-002664



10/20/11 10:42 AM 20
 M:\PROJECTS\110711\110711.dwg - SITE DEVELOPMENT - CORRECTED.dwg


Mackie Consultants, LLC
 8575 W. Higgins Road, Suite 500
 Rosemont, IL 60018
 (847) 359-1400
 www.mackieconsultants.com

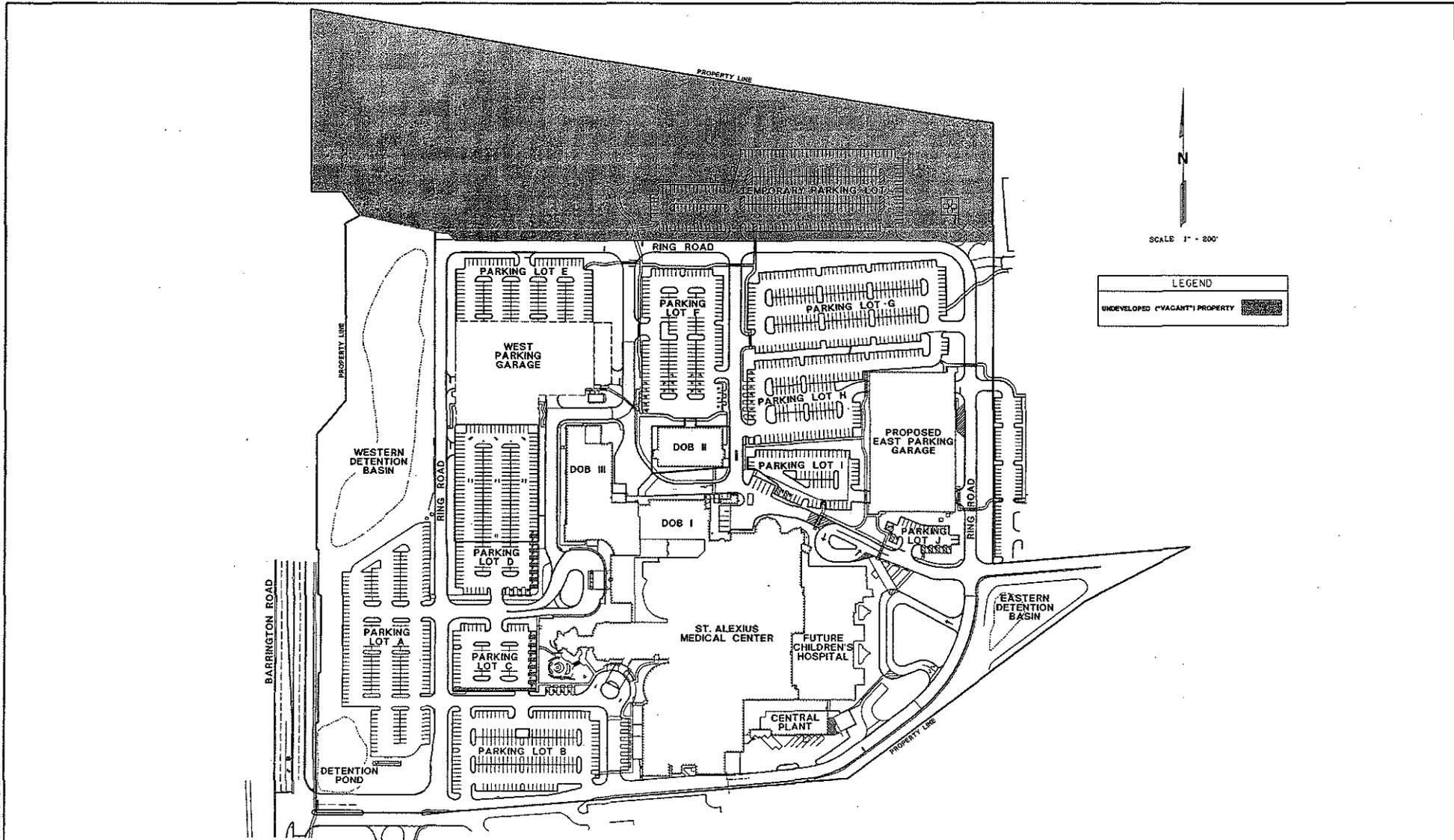
CLIENT:
ST. ALEXIUS MEDICAL CENTER
 1555 BARRINGTON ROAD
 HOFFMAN ESTATES
 ILLINOIS 60134

DATE	DESCRIPTION OF REVISION	BY

DESIGNED	BRW
DRAWN	WIM
APPROVED	DAS
DATE	03-28-11
SCALE	1" = 200'

EXHIBIT F
ST. ALEXIUS MEDICAL CENTER
HOFFMAN ESTATES, ILLINOIS

SHEET
1 of 1
 PROJECT NUMBER: 110711
 © MACKIE CONSULTANTS, LLC 2011
 ILLINOIS FIRM LICENSE 034-002624



CLIENT:
ST. ALEXIUS MEDICAL CENTER
 1555 BARRINGTON ROAD
 HOFFMAN ESTATES
 ILLINOIS, 60134

DATE	DESCRIPTION OF REVISION	BY

DESIGNED	BRM
DRAWN	WHM
APPROVED	DAS
DATE	03-26-11
SCALE	1" = 200'

EXHIBIT G
ST. ALEXIUS MEDICAL CENTER
HOFFMAN ESTATES, ILLINOIS

SHEET
1 OF 1
 PROJECT NUMBER: 855
 ENGINEER CONSULTANTS LLC 2711
 ILLINOIS FIRM LICENSE 04-026241

M Mackle Consultants, LLC
 9575 W. Higgins Road, Suite 500
 Rosemont, IL 60018
 (847) 936-1400
 www.mackleconsult.com

11/2010 03/2011 03/2012 03/2013 03/2014 03/2015 03/2016 03/2017 03/2018 03/2019 03/2020 03/2021 03/2022 03/2023 03/2024

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

NB5

SUBJECT: Request approval by Alexian Brothers Behavioral Health Hospital for a plat of easement for an existing watermain on the property at 1650 Moon Lake Boulevard

MEETING DATE: April 11, 2011

COMMITTEE: Planning, Building and Zoning

FROM: Peter Gugliotta *PG*

REQUEST: Request approval by Alexian Brothers Behavioral Health Hospital for a plat of easement for an existing watermain on the property at 1650 Moon Lake Boulevard.

BACKGROUND: In 2006, the Village approved a site plan for Alexian Brothers Behavioral Health Hospital to construct a second story addition onto the southwest addition that was finished in 2005. A condition of approval for the addition was that a plat of easement for the existing and new watermain on the site be recorded.

DISCUSSION: Watermains have been constructed on the east side and southwest side of the building to serve this site. One of the watermains in question provides a connection from a watermain that runs east/west along the south side of the property to a watermain along the north side of the property. Also, on the southwest side of the building, a fire hydrant has been installed that connects to the east/west watermain along the south side of the property.

Consistent with the Village Board site plan condition of approval, a plat of easement has been prepared by the petitioner to dedicate easements for the watermains on the site.

In addition, existing recorded public utility easements that are no longer needed on the site will be vacated with this plat of easement. The recorded public utility easements are no longer needed because of watermains being relocated with the various building additions on the site.

RECOMMENDATION: Approval of a plat of easement for an existing watermain on the Alexian Brothers Behavioral Health Hospital property located at 1650 Moon Lake Boulevard.

Attachment

cc: Brett Hall (Alexian Brothers Behavioral Health Hospital)
Brent McQueen (Mackie Consultants)

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

**SUBMITTED TO PLANNING, BUILDING & ZONING COMMITTEE
APRIL 2011**

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

PLAN COMMISSION

MARCH 16, 2011 - MEETING SUMMARY

APPLICANT ADDRESS	REQUEST	RESULT
Meeting canceled		

APRIL 6, 2011 - MEETING SUMMARY

APPLICANT ADDRESS	REQUEST	RESULT
Meeting canceled		

Upcoming Meeting: April 20, 2011

*St. Alexius Medical Center Campus, 1555 North Barrington Road - Final site plan for a building addition
Huntington 90, northwest corner of Central & Huntington - Plat of resubdivision*

Upcoming Meeting: May 4, 2011

No petitioners currently scheduled

Upcoming Petitioners and Related Activities

*Funeral Home, northwest corner of Hassell and Pembroke - Site plan for new building
Alliance Church, 665 Grand Canyon Parkway - Site plan for building and parking lot expansion
Beverly Properties, southwest corner of Beverly and Higgins Road - Site plan for apartments
Strawberry Hill Shopping Plaza - Site plan amendment for facade/landscaping renovation
Barrington Square Town Center - Site plan modifications related to the demolition of Burger King
5448 Prairie Stone Parkway - Site modifications as part of tenant build-out
5400 Prairie Stone Parkway - Site modifications as part of tenant build-out
Former Shell Gas Station, 2599 W. Higgins - Site plan for redevelopment
Police Department, 411 Higgins Road - Rezoning, plat of consolidation
Former Myoda, 1070 Roselle Road - Demolition and site plan for a bank
31 Golf Center, Royal Steak & Seafood Buffett - Site plan modifications along building frontage
Devonshire Woods - Site plan amendment and plat of consolidation as part to separate the project into two phases*

Inactive (projects that are in the review process, but applicant has not responded in several weeks)

Valli Produce, Roselle Road - Site plan amendment for emergency generator
Marathon, 1300 Higgins Road - Site plan amendment for site improvements
Jiffy Lube, 1 W. Higgins Road - Site plan amendment for facade renovation
Motor Werks/Mercedes Benz - Site modifications for carwash area
Prairie Stone Parcel 16 - Site plan for hotel and restaurant
Prairie Stone Parcel 24, Prairie Stone Crossing - site plan for new restaurant

ZONING BOARD OF APPEALS

MARCH 22, 2011 - MEETING SUMMARY

APPLICANT ADDRESS	REQUEST	RESULT
AT&T/Twelve Oaks at Morningside Condos, 1800 Huntington Blvd.	Special use & variation for rooftop cellular antennas & equipment shelter	Approved
T-Mobile/HE Park District, Highpoint Park	Special use & variation for cellular antennas in tennis court light pole & equipment shelter	Failed

APRIL 5, 2011 - MEETING SUMMARY

APPLICANT ADDRESS	REQUEST	RESULT
Resident, 330 Pleasant Street	Variation to permit driveway not leading to approved parking structure	Approved
Berkshires at Hoffman Estates, 875 Pacific Ave.	Variation to permit existing sign	Approved

Upcoming Meeting: April 19, 2011

Resident, 350 Pleasant Street - Variation to permit driveway not leading to approved parking structure
 T-Mobile/Salem & Bode Apartments, 750 Salem Drive - Special use and variation for rooftop cellular antennas
 St. Alexius Medical Center, 1555 N. Barrington Road - Special use for hospital building expansion

Upcoming Meeting: May 3, 2011

No petitioners currently scheduled

Upcoming Petitioners:

Barrington Lakes Apartments – Variations for signs
 Pratum Partners, LLC - Master Sign Plan amendment for wall signs at Prairie Stone Corp. Center
 T-Mobile/ HE Park District, Cannon Crossing, - Special use and variation for cellular antenna tower
 Alliance Fellowship Church, 665 Grand Canyon - Special use and floor area ratio variation for church
 Former Shell Gas Station, 2599 W. Higgins - Special use for service station
 Funeral Home, northwest corner Hassell & Pembroke - Special use for funeral home
 Marathon, 1300 Higgins Road - Master Sign Plan

GENERAL ACTIVITIES

General Planning Efforts – Staff continues to meet with developers to discuss various sites that may be the subject of development or redevelopment. During the recent weeks, there has been a significant increase in discussions and interest in development activity. Many of these discussions are regarding projects in the exploratory or formative stage and formal plans have not yet been submitted. Staff continues to have ongoing discussions with the bank controlling the vacant Beacon Pointe Phase II property (proceeding through foreclosure process) to monitor future development possibilities.

Planning responded to several Freedom of Information Act requests during the past month. These requests generally involve research and review of site plans, ordinances, meeting minutes, correspondence and other documents.

Websites – Planning staff continues to regularly update the Planning, CDBG, Census, Green, Grants, and Economic Development portions of the Village website. Most current updates and improvements have focused on the Economic Development pages, and the Green and Grants pages.

Planning staff continues to perform all regular updates to the Village’s www.visithoffman.com tourism website, where detailed information can be found on events, dining, lodging, entertainment, and shopping opportunities. Planning has expanded the information available regarding the Poplar Creek at 59/90 Entertainment District on the site, and other

enhancements continue to be made. As new Sears Centre events are announced, they are added to the visit Hoffman site. Additional updates will be made with the pending expiration of the restaurant discount program.

Poplar Creek at 59/90 Entertainment District - Planning staff continues to work with the Economic Development Division on marketing and branding for the Prairie Stone Entertainment District. Coordination is being done with businesses, regarding signage needs and how they will fit with the Village efforts.

Training – Peter Gugliotta and Mark Koplin attended a seminar at the Chicago Metropolitan Agency for Planning offices in Chicago entitled *Federal Legislation Supporting Local Planning*. The seminar included representatives from several federal agencies and focused on the recent collaborative partnership efforts between HUD, EPA and US DOT. Many of the current and upcoming grant opportunities from these agencies will include joint review and/or oversight from these agencies. There are also other federal agencies that may enter into this collaboration in the upcoming months.

Subdivision Acceptance - Planning staff continues to work with other departments on final punch list inspections for subdivision acceptance of Beacon Pointe, Devonshire Woods, Yorkshire Woods and Beacon Pointe Drive extension.

Beacon Pointe Phase 1 – Subdivision has been accepted and is the maintenance phase.

Beacon Pointe Drive extension – Staff is working with Engineering to get the road completed with the project guarantee money that was recently received. Staff is working to maximize the amount of work that can be completed with the available funds.

Devonshire Woods – Staff continues to work with the bank that currently owns Devonshire Woods to get the north end of the subdivision completed and has presented punch lists to get that work done as soon as possible for the benefit of the current homeowners. The south portion will be consolidated through a new plat and marketed for sale to a new builder.

Yorkshire Woods - Staff continues to work with the Engineering Division to get the bonding company to complete all outstanding issues and finish this subdivision as soon as possible for the benefit of the residents in that subdivision.

Autumn Woods – The Village has approved a plat of consolidation for the first unit to return the platted lots back to one large parcel. This will prevent sales of individual, unimproved lots without Village approval. Only some grading and detention work has been completed and the developer is marketing the entire property for sale.

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 with the Green Initiatives Commission. The Green Initiatives Commission will be participating in the Hoffman Estates Park District Earth Day Celebration on April 16th, and the Environmental Fair held at the Schaumburg library on April 30th to present information about the Village's green activities.

Staff continues to investigate programs on green power, water efficiency, consumer savings programs, and additional grant funding for efficiency projects. The Village building recycling program continues, and staff has been working with SWANCC to arrange the electronics recycling events, document destruction, and battery recycling. Ashley Monroe has made recent updates to the Growing to Greenness website, including adding new information and making navigation simpler.

Green Business Recognition Program - The Green Business Recognition Program launched in early March 2011 and several applications for recognition have already been submitted. Staff is processing applications as they arrive, and finalizing details of announcing the recognized *Green Businesses*. Tentative plans are to announce the first Green Businesses in early summer and include an article in the *Citizen*. The application for green business recognition is located on the Village's website, accessible via the Growing to Greenness page or the Business tab on the main page.

Training – Ashley Monroe attended the Clean Air Counts Energy Forum in early March. She also attended the “Speeding Electric Vehicle Adoption at the Local Level” webinar on March 24th by Climate Communities regarding low and no-cost permitting and building code changes and previous experiences.

Awards and Activities - The Village applied for the U.S. Conference of Mayors Climate Award and applied to raise the Village’s Clean Air Counts Community status from Gold level to Platinum.

2010 CENSUS

According to the recently released census information, the Village has a population of 51,895. This represents an increase of 2,400 residents since the last decennial census in 2000. The initial information released included the total population, race breakdown, and number of housing units. The Planning Division will continue to monitor the release of additional 2010 Census information and update the Village’s website at www.hoffmanestates.org/census as needed.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

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

General - The Village received the Program Year 5 grant award (\$327,334) from HUD and received program fund transfer. Funds will be spent in accordance with the previously approved Annual Action Plan.

5-Year Consolidated Plan - Staff is working on the next five-year Consolidated Plan, which is due in August 2011. This Plan will address Village program goals for the next five years. Staff has been gathering and analyzing data in order to recognize current community characteristics and needs. This information will be used to identify and prioritize project funding in the five-year Plan. The initial draft plan is currently being reviewed by the Village’s CDBG consultant and staff, and a final draft version will be available in May for review.

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. A total of nineteen homes have been completed since 2006 and another home is nearing the end of the construction process. Over ten households are on the current waiting list.

Infrastructure Improvements – Staff is working with Novotny consultants, on Phase II of the Barrington Square neighborhood lighting improvements. Novotny partnered with the Village in completion of Phase I of the lighting improvements. This project is targeted for October 2011.

Labor-Relations Monitoring Visit – A HUD representative visited the Village on March 30th to perform an audit specifically focused on the requirements and standards of Labor Relations and contract reporting. The visit was not triggered by any issues in Village reporting, but served as a preventative measure and training opportunity. The Village received a summary letter from HUD reporting on the results of the half-day audit, and has adequately addressed all questions raised. Related to this audit, on March 24, Peter Gugliotta attended a ½ day training session with HUD on Labor Relations standards and the Davis Bacon Act.

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.

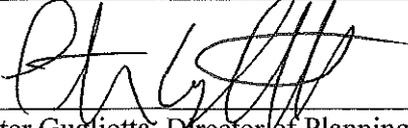
Staff continues to pursue additional rebates for current EECBG lighting projects and continues to search for and investigate new grant opportunities through a variety of sources. Upcoming quarterly federal grant reporting will be due April 10, 2011. The most recent expenditures of these grants are recorded in the Grant Summary provided at the end of March, 2011 and a full spreadsheet of all grants is available at www.hoffmanestates.org/grants.

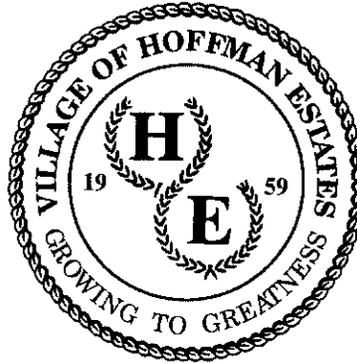
The kick-off meeting with Shaw Environmental for the LEAP grant took place in March and the consultant is anticipated to begin review of Village facilities this Spring. In mid-February, the Emerald Ash Borer Grant from the Metropolitan Mayors Caucus was awarded to the Village for \$29,926 for the preventative reforestation of Village Ash trees. Staff wrote

grant proposals for three technical assistance projects provided by the Chicago Metropolitan Agency for Planning (CMAP). CMAP notified the Village in March that the Village's proposed projects will not be funded this year but there may be a possibility of funding next year. The Fire Department recently was awarded \$49,760 from an Assistance to Firefighters Grant (AFG) from FEMA that will supplement Department costs for employee physicals in 2010.

Major & New Grant Summary:

ARRA Grant	Amount Received	Amount Expended	Project	Status
Energy Efficiency and Conservation Block Grant (EECBG)	\$515,100	\$268,440.61	Fund initiatives for public facilities and residents.	The Energy Audit program continues and Code staff now BPI certified (energy certification). Parking lot lighting and Village Hall roof projects complete. All recycling containers purchased. Some funds drawn for staff time. Additional projects brought to Committee in January for approval to utilize left-over funds.
Local Energy Assurance Planning (LEAP) Grant	\$98,556	\$2,864.14	Create emergency energy plans; assess Village facilities; education for local businesses	Project Management Plan complete. Some staff time drawn for project management and RFP work. Task force meeting held. Board approved selected consultant in early February. Work planned to begin with consultant in mid-March.
Communities Putting Prevention to Work (CPPW)	\$48,000 plus possible \$10,000 supplement	\$0	Install bike route signs and complete streets policy	Initial meetings kick-off meetings have occurred.
Non- ARRA Grant	Amount Allocated/ Received	Amount Expended	Project	Status
Illinois Department of Commerce and Economic Opportunity (DCEO) Energy Efficiency Incentives	\$11,438	\$11,438 (reimbursed)	Supplemental funding for multiple lighting projects funded by the Energy Efficiency and Conservation Block Grant (EECBG). The Village received its reimbursement check for \$7,227 for the Village Hall parking lot lighting upgrade project.	2 projects have been completed and received reimbursement. Pre-applications for 2 lighting projects (±\$11,000) have been submitted.
Firefighters Assistance Grant from FEMA	\$312,000	\$312,000	Purchase 13 Cardiac Monitors and Defibrillators.	Vendor has been selected and item brought to Village Committee on Feb. 28 th for approval to purchase monitors for \$371,925.
Emergency Operations Center – Technology Grant	\$70,000	\$16,275.02	Federal funding for technology at the new EOC, including communications and video equipment.	Some equipment has been purchased, and the project has released RFP for the remainder.
Illinois Department of Commerce and Economic Opportunity (DCEO) Construction Grants	\$825,000 anticipating total of \$1,325,000	\$825,000	Reimbursement funding for construction costs at Police & EOC Building, 411 W. Higgins Rd	Four grants have finished processing; waiting on State to finalize one.
Metropolitan Mayors Caucus (MMC)	\$29,926	\$0	Reforestation grant for planting trees to replace Ash trees to prevent infestation of Emerald Ash Borer.	Waiting for planting season and internal finalization of plans to execute.
Federal Emergency Management Agency (FEMA)	\$49,760	\$0	Pays 80% of Fire Department employee physicals in 2010.	Just received notice of award.
Illinois Department of Transportation (IDOT)	\$50,000 (90% grant) Village share: \$5,000	N/A	Evaluation of roundabout safety in location of Bode and Gannon and Bode and Salem as part of planned future Surface Transportation Projects (STP). Joint project with Village of Schaumburg.	Award granted in August. Staff coordinating with Schaumburg & has short list of consultant proposals.
Regional Transportation Authority (RTA) Grant	TBD, estimated \$75,000-\$80,000	N/A	Study to identify and create operating plans for a flexible route (hybrid of traditional fixed and curb to curb service) bus transit service in parts of the Village.	Staff has met with RTA to arrange grant set-up and general schedule of study and results.


 Peter Gugliotta, Director of Planning Division



CODE ENFORCEMENT
MONTHLY REPORT
SUBMITTED TO PLANNING, BUILDING & ZONING COMMITTEE
APRIL, 2011

Attached is the monthly report for Code Enforcement for the period ending March 31, 2011.

Don Plass, Director of Code Enforcement

ACTIVITIES

On March 11, 2011, Tim Meyer and John Cumpek attended the Suburban Building Officials Conference (SBOC) annual training in Lisle, Illinois. The topic was "Rough Framing Inspections, and Mechanical and Energy Inspections."

On March 15th, 2011, David Banaszynski attended the Environmental Health Practitioners Board Meeting in Springfield.

On March 18, 2011, Ray Norton, Tim Meyer and Jeff Mattes attended the SBOC annual training in Lisle, Illinois. The topic was "ICC IBC 2009 Code Update."

On March 25, 2011, Don Plass and Ray Norton attended the SBOC annual training in Lisle, Illinois. The topic was "Illinois Accessibility Code."

EMERGENCY CALL OUTS

On March 4, 2011, Don Plass was called out to check for structural damage to the business at 1714 Algonquin Road; car drove through the window.

DEMOLITION PERMITS

No demolition permits issued.

CONSTRUCTION INSPECTIONS

Inspections performed:

Structural	114	Fences	7
Electrical	46	Roofing/Siding	107
Plumbing	35	Patios/Driveways	22
Mechanical	33	Decks	0
Other	7	Sheds	3

FIRE INSPECTIONS

Inspections performed:

Annual	100
Re-inspections	46
Business License Inspections	9

ENERGY AUDIT TESTING

1 Energy Audits performed
5 Energy Audit reinspections performed

BACKFLOW TESTING

5 Backflow devices were tested

CITATIONS

Kris Kim
961 Freeman Rd.
Accessory Structure

Rami Hassan
2020 Shepard
Fence in disrepair

Group Fox Property Management
2200 Hassell Rd.
Failure to obtain a sign permit

Kin Properties
35 E. Golf
Drive in disrepair – potholes

Winters & Co.
35 E. Golf
Drive in disrepair – potholes

Cheryl Tratt (owner)
225 Illinois
Debris accumulation

Charles Grahek (tenant)
225 Illinois
Debris accumulation

Maria Wnek
415 Hillcrest
Improper outside storage

Jeanne Schneider
625 Alcoa
Inoperable/unlicensed vehicle on driveway

Hema Trivedi
5560 Brentwood
Working w/o a permit and obstruction of the right of way

Katrina Malone
1800 Huntington
Parking in a posted fire lane

Ewa Spitza
405 Azalea
Vacant property in disrepair

Marek Hanusiak
565 Washington
Debris accumulation

Luis Munoz
190 Maricopa
Vacant property in disrepair

Anthony Kozlowski
715 Mohave
Failure to maintain garage and exterior surfaces

Nancy Stray
1165 Apple
Unapproved driveway surface

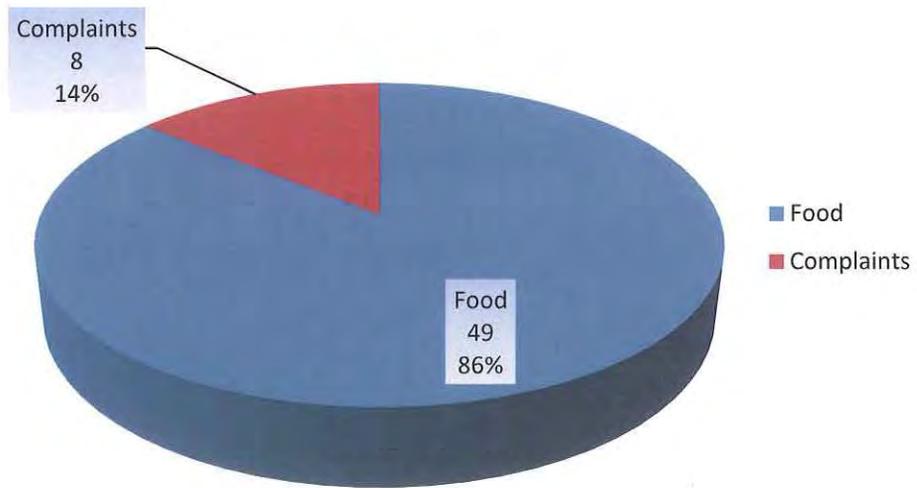
MULTI-FAMILY LICENSING REPORT

Multi-Family interior re-inspections will be completed the week of April 11, 2011.

ENVIRONMENTAL HEALTH INSPECTION REPORT

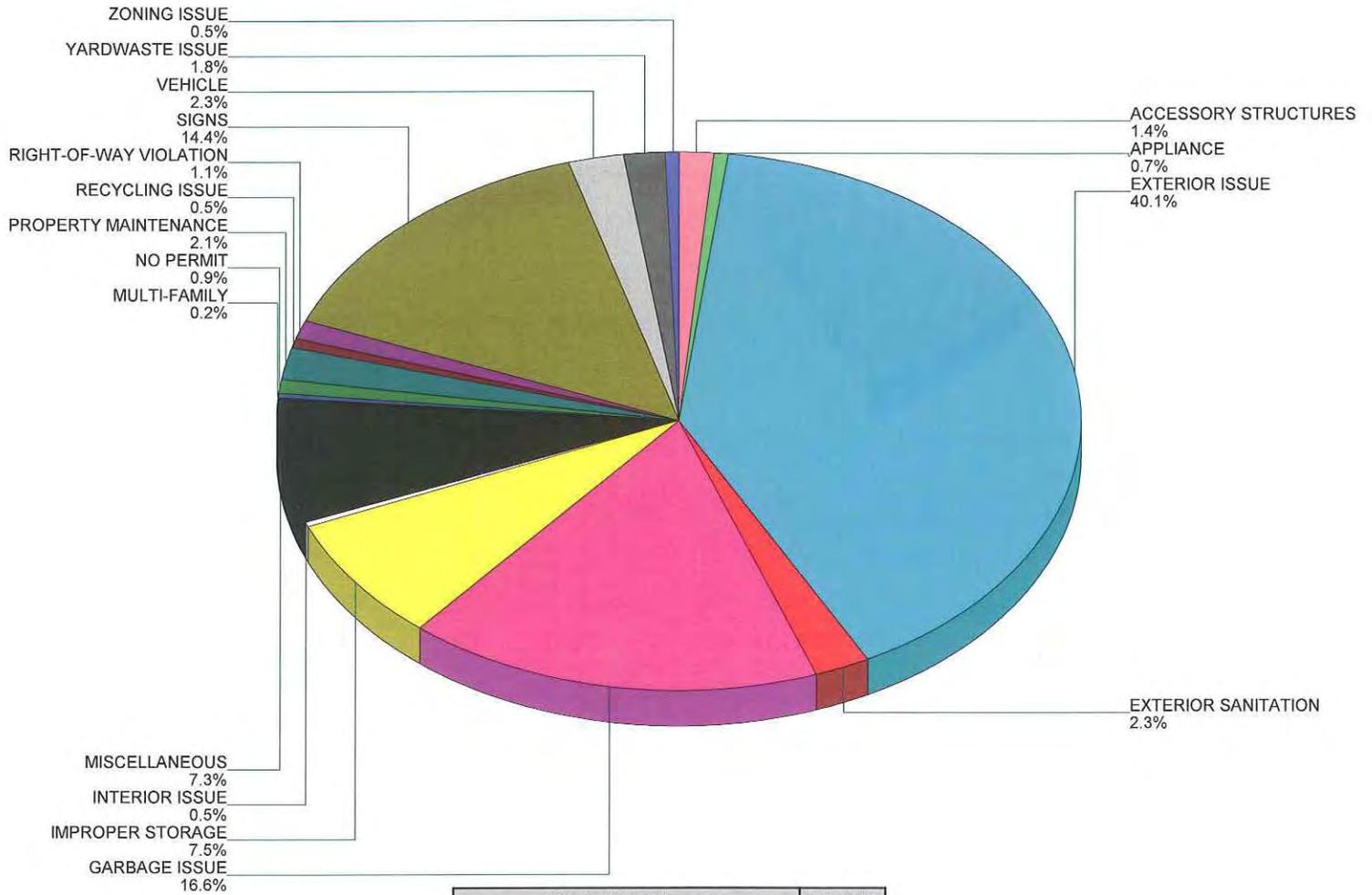
Inspections are performed mainly at food establishments; however the Health Officer also inspects day care centers, public pools, beauty salons etc. Food establishments are divided into the risk categories of high, moderate or low risk. A high risk establishment presents a high relative risk of causing 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 - 57



Activity	This Month	Year to Date
High Risk Food	8	86
Med Risk Food	40	41
Low Risk Food	1	7
Swimming Pools	0	0
Plan Review	0	3
Day Care	0	0
Complaint	8	14
Totals:	57	151

Monthly Code Violation Summary Report 3/1/2011 - 3/31/2011



Violation Type	Total
ACCESSORY STRUCTURES	6
APPLIANCE	3
EXTERIOR ISSUE	176
EXTERIOR SANITATION	10
GARBAGE ISSUE	73
IMPROPER STORAGE	33
INTERIOR ISSUE	2
MISCELLANEOUS	32
MULTI-FAMILY	1
NO PERMIT	4
PROPERTY MAINTENANCE	9
RECYCLING ISSUE	2
RIGHT-OF-WAY VIOLATION	5
SIGNS	63
VEHICLE	10
YARDWASTE ISSUE	8
ZONING ISSUE	2
TOTAL	439

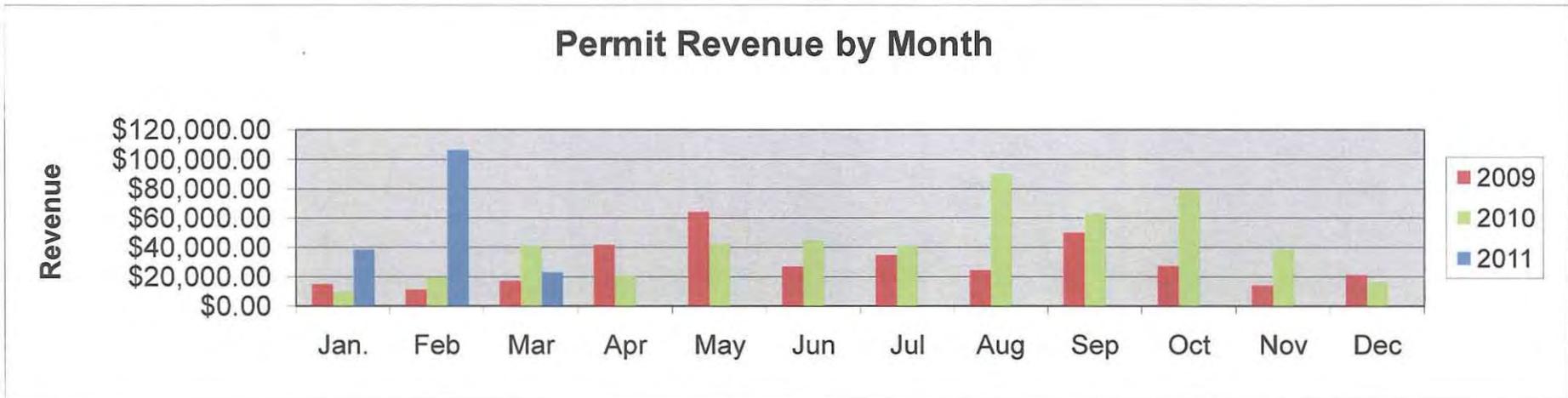
PERMIT REPORT

DESCRIPTION	2010 YEAR-TO-DATE # OF PERMITS (not including current month)	2010 MARCH # OF PERMITS	2010 TOTAL YEAR-TO-DATE # OF PERMITS	2011 YEAR-TO-DATE # OF PERMITS (not including current month)	2011 MARCH # OF PERMITS	2011 TOTAL YEAR-TO-DATE # OF PERMITS
Business Remodeling	15	5	20	13	5	18
Demolition	0	0	0	0	0	0
Driveways	0	4	4	0	4	4
Electrical	12	5	17	17	5	22
Fences	5	10	15	0	3	3
Mechanical	9	9	18	21	5	26
Miscellaneous Permits	5	7	12	0	5	5
Multi-Family Remodeling	2	0	2	4	0	4
New Business	0	0	0	0	0	0
Plumbing	31	15	46	42	24	66
Pools - Above Ground	0	0	0	0	0	0
Pools - In-Ground	0	0	0	0	0	0
Residential Decks	1	1	2	0	2	2
Residential Patios	1	4	5	0	2	2
Residential Garages	0	0	0	0	0	0
Residential Remodeling	14	9	23	8	7	15
Residential Sheds	3	4	7	0	0	0
Roofs/Siding	7	31	38	25	52	77
Signs	5	20	25	8	11	19
Single Family Residences	1	2	3	0	0	0
Automatic Fire Alarms	0	0	0	10	2	12
Other Fire Suppression Systems	0	0	0	2	0	2
Fuel Storage Tanks	0	0	0	0	0	0
Hood & Duct Mechanical	0	0	0	0	0	0
Hood & Duct Suppression	0	0	0	1	1	2
Open Burns	0	0	0	0	3	3
Automatic Sprinklers	0	0	0	9	1	10
Temporary Heating	0	0	0	0	0	0
Lock Boxes	0	0	0	5	0	5
Pyrotechnic Displays	0	0	0	0	0	0
TOTALS	111	126	237	165	132	297

Permit Revenue Comparison

Year	2009	2010	2011
Jan.	\$14,988.31	\$9,880.67	\$38,524.80
Feb	\$11,279.07	\$19,712.60	\$106,450.76
Mar	\$17,251.32	\$41,163.02	\$22,936.21
Apr	\$41,817.20	\$20,664.39	
May	\$64,316.18	\$42,397.85	
Jun	\$26,933.37	\$44,626.83	
Jul	\$34,829.98	\$41,530.49	
Aug	\$24,545.20	\$90,310.95	
Sep	\$50,185.27	\$63,302.03	
Oct	\$27,638.81	\$79,677.79	
Nov	\$14,108.80	\$38,217.49	
Dec	\$21,103.98	\$16,576.60	
Revenue	\$348,997.49	\$508,060.71	\$167,911.77
Elevator Invoices	\$0.00	\$0.00	\$0.00
Total Revenue	\$348,997.49	\$508,060.71	\$167,911.77

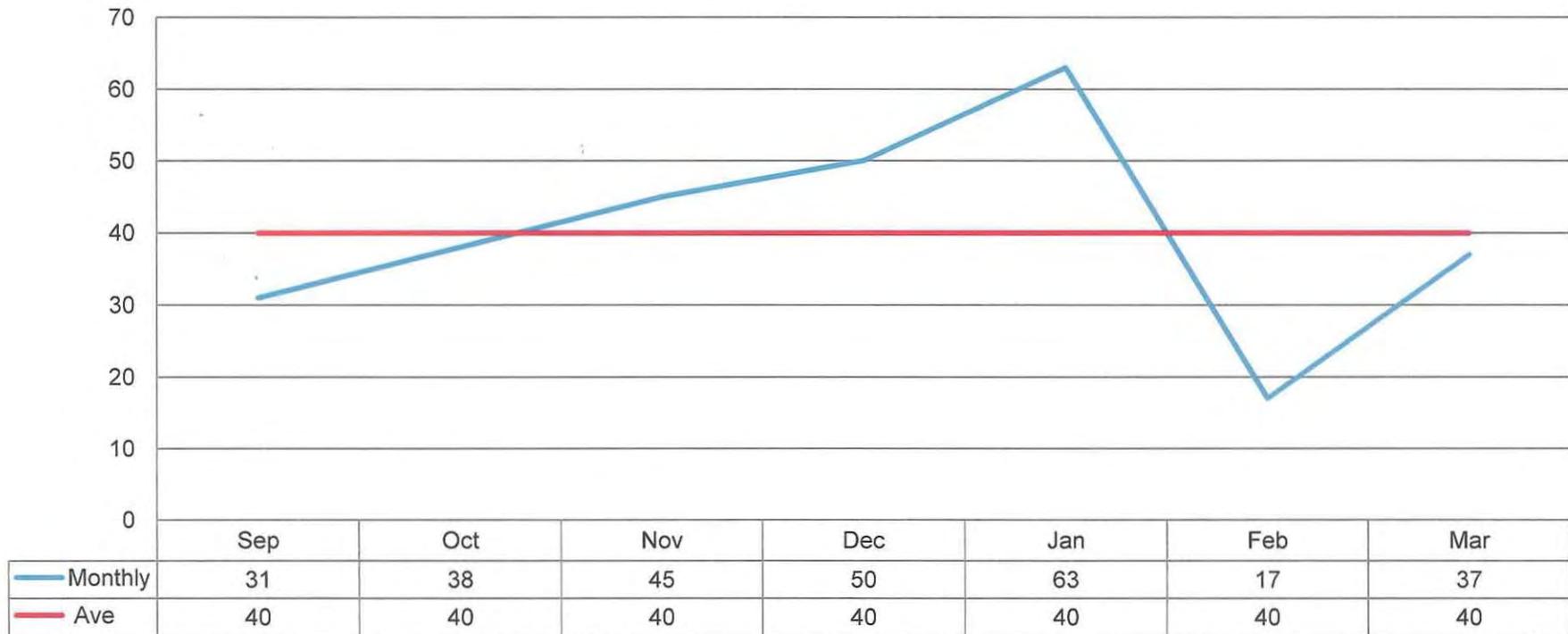
2011 Budget	\$550,000.00
--------------------	---------------------



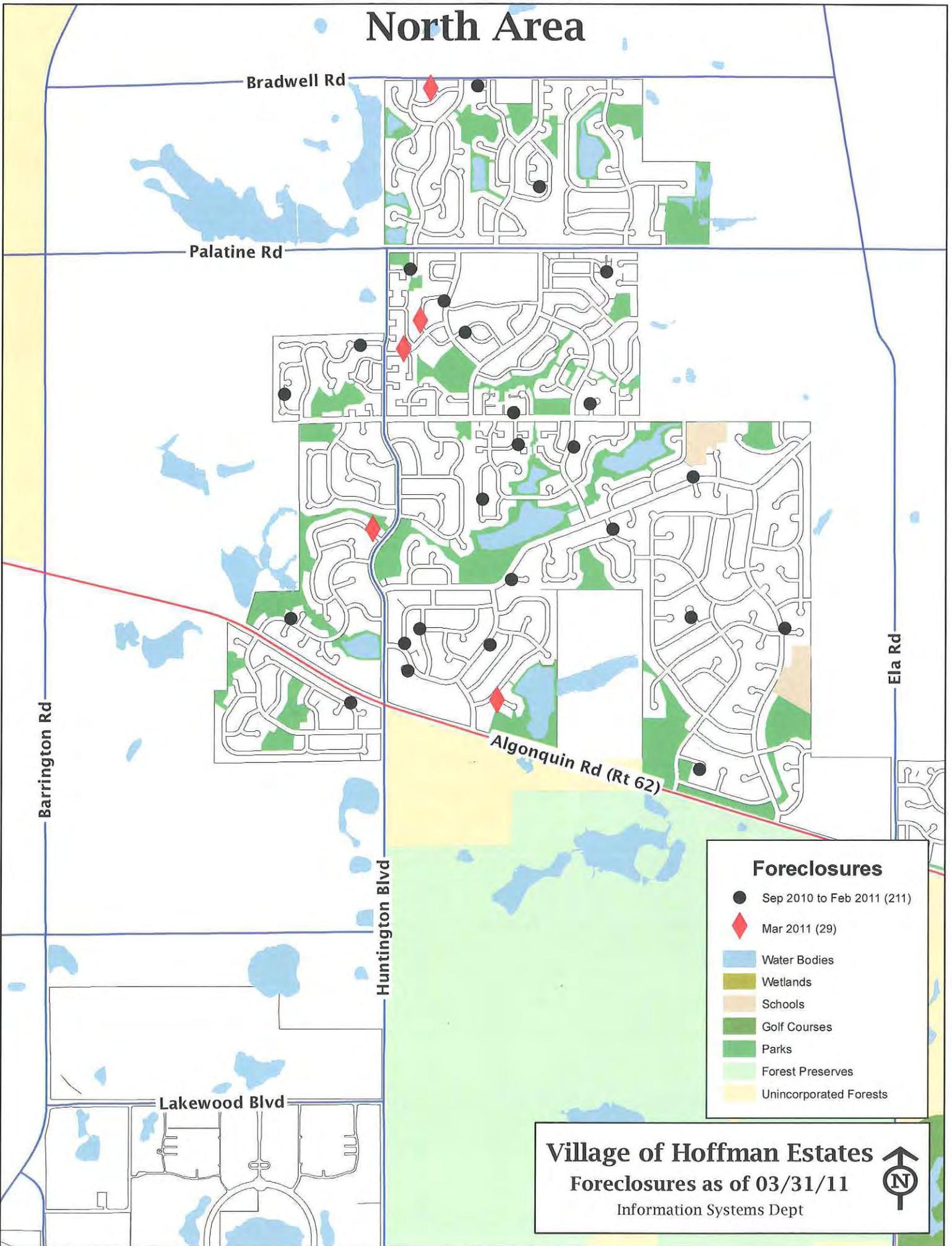
Total Revenue includes building permits, fire permits and Temporary Certificates of Occupancy.
 As of 2009, elevator invoices no longer included in Total Revenue.

Code Enforcement staff have been monitoring foreclosure activity since 2008. The chart below shows an increase in activity. Staff expects this trend to continue into 2011 as more properties get funneled through the court system. However, staff has not seen a definitive impact on our neighborhoods. This is due to several factors; our increased awareness on the streets, increased cooperation from property owners, increased communication from property servicers and the fact that about half of the properties in question are condominiums.

Foreclosure Activity

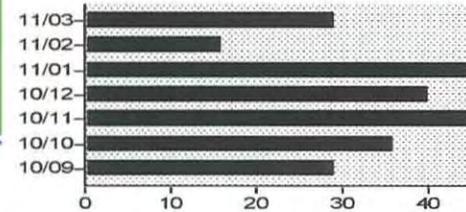


North Area



South Area

Foreclosures Trend



Jane Addams Memorial Tollway (I-90)

Hassell Rd

Higgins Rd (Rt 72)

Golf Rd (Rt 58)

Bode Rd

Schaumburg Rd

Barrington Rd

Roselle Rd

Plum Grove Rd

Foreclosures

- Sep 2010 to Feb 2011 (211)
- ◆ Mar 2011 (29)
- Water Bodies
- Wetlands
- Schools
- Golf Courses
- Parks
- Forest Preserves
- Unincorporated Forests

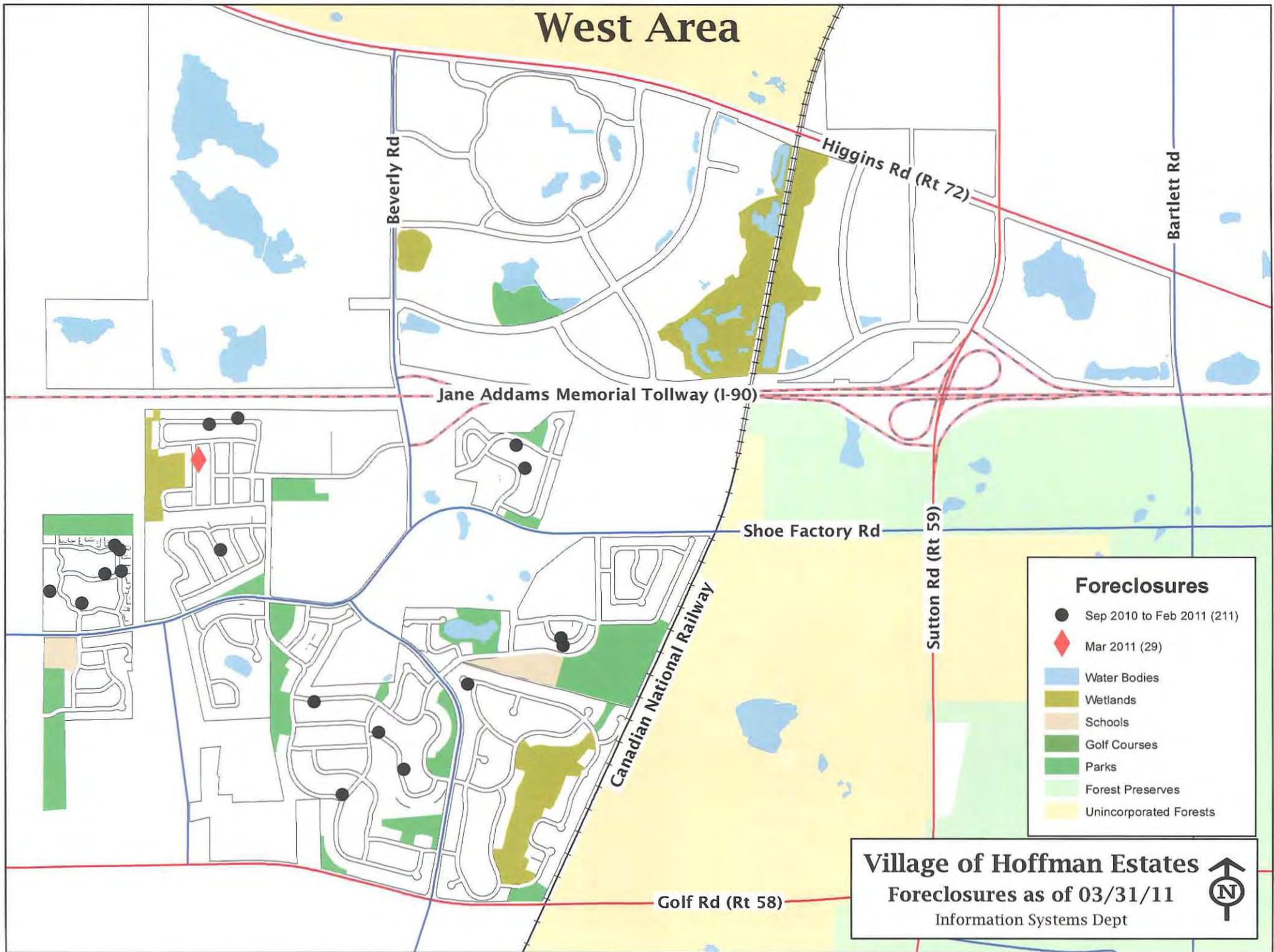
Village of Hoffman Estates

Foreclosures as of 03/31/11

Information Systems Dept



West Area



Foreclosures

- Sep 2010 to Feb 2011 (211)
- ◆ Mar 2011 (29)
- Water Bodies
- Wetlands
- Schools
- Golf Courses
- Parks
- Forest Preserves
- Unincorporated Forests

Village of Hoffman Estates
Foreclosures as of 03/31/11
Information Systems Dept



**ECONOMIC DEVELOPMENT/TOURISM MONTHLY REPORT
APRIL 2011**

GENERAL

- ◆ Obtaining sponsors as Co-Chair for the Hoffman Estates Chamber Expo event planned for May 14.
- ◆ Served as focus group member for CMAP on website portal for the Chicago area.
- ◆ Continued discussion with a developer seeking apartment development in the Village.
- ◆ Discussions with developer seeking to build senior housing in the Village.
- ◆ Meeting with potential major building purchase exploration in Prairie Stone Business Park.
- ◆ Registration coordination for attendance at a Futurallia Trade Show in May at Kansas City, Missouri, for business recruitment and business-to-business connections.
- ◆ Meeting with two developers interested in two separate buildings in the Village. Both are retail businesses.
- ◆ Coordination to repair two damaged wayfinding signs in Poplar Creek at 59/90.
- ◆ Meeting with W-T Engineering about assistance with future business focus on energy and green issues.

OFFICE/INDUSTRIAL

- ◆ Did planning and activity to implement a Manufacturing Career Day event in conjunction with the Golden Corridor Manufacturing Group. The event was videotaped and is linked to YouTube and Hoffman Estates website.
- ◆ Ongoing coordination with Firestone regarding the signing of construction easements to allow potential installation of a stoplight on Roselle Road connecting Golf Center and Hoffman Plaza.
- ◆ Final summation report sent to two banks and Meijer regarding potential land uses on 40 acres just east of Fountain Crossing.
- ◆ Business outreach to FANUC FA America, which included Village elected officials, Village Manager, myself, and FANUC President and General Manager.
- ◆ Planning for an April 20 and May 5, Manufacturing Career Exploration event. The May 5, event is to be held at DMG Mori Seiki.

- ◆ Assistance and attendance at a Manufacturing Restoring event at Harper Community College.
- ◆ Coordination and planning with Royal Seafood Buffet developer with building issue and future promotion.

RETAIL

- ◆ Coordination with attorney for a final development agreement with landlord possessing a ground lease and remodeling a building to accommodate new tenants. On April 11, Planning, Building and Zoning Committee meeting agenda.
- ◆ Ongoing input and activity to complete an auto sales operation and land purchase by an auto dealership.
- ◆ Continued dialogue to investigate filling a financial gap for the purchase of a former auto dealership and subsequent work to help create a Cost Recovery Agreement.
- ◆ Ordering of logistics for upcoming attendance at the ICSC Recon retail trade show in May and planning of display for the trade show.
- ◆ Ongoing company visits to investigate Poplar Creek Crossing tenant adoption of the 59/90 logo for promotional purposes.
- ◆ Welcome meeting with new owner and property manager of the Fountain Crossing Shopping Center. Referred property manager to Planning Division for follow-up activity.
- ◆ Continued meeting and planning for a bank location on the former Myoda property in Golf Center. Courtesy review on April 11, Planning, Building and Zoning Committee meeting agenda.
- ◆ Installation of School District 211 artwork displayed in the Hoffman Plaza Shopping Center.

TOURISM

Sears Centre Arena (SCA):

- ◆ Continue to participate in ticket voucher distribution to School Districts and major employers to help build awareness and ticket sales for the Chicago Slaughter. Continue ongoing efforts to assist the Slaughter in finding strategic partnerships for themed nights. Follow-up with Sears Holdings regarding ticket distribution to their employees and planning a Sears Holdings night at the Chicago Slaughter game on April 29.
- ◆ Every event notice of booked events at the SCA is contacted via email to solicit the opportunity to arrange housing or to submit rates from every Hoffman Estates hotel.

- ◆ Met with Allison Krupp, Marketing Consultant to the Arboretum of South Barrington, to meet and greet the management/marketing team at the SCA. The new marketing team at the Arboretum signals a great time to reinvent the relationship and sponsorship.
- ◆ Continue to blast group ticket promotions from Brad Cranston at the SCA to area businesses and Hoffman Estates Chamber Board of Directors members in an effort to assist in building a direct relationship with these companies.
- ◆ Promoted Front Row Marketing hotel sponsorship opportunity to the eight hotels in the Village to renew their appearance on the SCA website. The package is a \$5,000 sponsorship and \$2,500 in room nights that will be used by Front Row Marketing to build packages to certain events and house technical crews. Unfortunately, our offer occurred after they finalized their annual marketing budgets with ownerships. The seven hotels located at Barrington and Higgins Roads are not seeing referrals (SCA is required to house entertainers in full service hotels only) and geographically the Elgin hotel properties are closer when travelers Google lodging choices close to the SCA. Requested one month turnaround before the offer is given to the hotels outside the Village so our hotels have a chance to promote the offer to their owners.

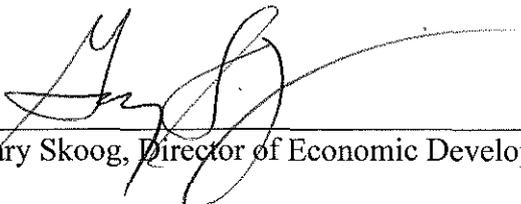
Hotel Stakeholders:

- ◆ Working in the field - touring new Director of Sales from Candlewood and Comfort Inn to all top/targeted accounts and demand generators and followed-up the next week to be sure their properties have responded to all electronic requests for proposal generated by their brand, Advise, on which accounts can be negotiated locally and what features drive their preferences.
- ◆ Continue to gather quotes on Tourism website Search Engine Optimization, marketing, and outreach. Met with Planning staff, that currently maintains the Tourism website, to determine long range goals for the website.
- ◆ Met with each General Manager to determine the direction they need me to follow to compliment their goals for 2011. The Marriott General Manager is sharing a report that allows me to follow-up on all meetings held in this area and attempt to solicit for Marriott or Stonegate.
- ◆ Met with Stonegate General Manager who is sharing a recap report from trade shows they have attended so I can make sales calls for future business. Every event captured by Stonegate is a lodging opportunity for the seven hotels at Barrington and Higgins Roads. Attended Stonegate Owners Meeting to report on progress.
- ◆ Guest speaker at Harper College Hospitality Management Classes - reviewed Tourism website www.visithoffman.com. Showed how a one day, one event, inline skating marathon was grown through our Village support into a three day, 20 event weekend celebration of fitness that has grown to be the second largest in the nation.

- ◆ Assisting Hampton Inn in creating a “shadow opportunity” for Harper College Hospitality Majors who will spend time in every department of the hotel as part of their coursework, and assisting Hilton Garden Inn in selecting a student to potentially be trained as their Sales Manager.
- ◆ Hosting organizational meetings with all community events and Alexian Brothers Network to get the Fitness for America Festival planning started. Last year, we drew from seven international countries and 35 states.
- ◆ Created photo montage from FFA 2010 for presentation to Alexian Brothers (Mark Frey) as we cemented the sponsorship of the Fitness for America Festival for 2011. Alexian has provided a \$10,000 sponsorship for the past two years and are hoping to increase the sponsorship to \$20,000 for 2011, so we can include participatory and competitive events for people with physical challenges such as our returning Veterans. In 2011, there will not be a charge for any kids events in an effort to draw more kids out to participate.

Business Retention:

- ◆ Following email outreach to every business in the Prairie Stone Business Park and created an up-to-date email database of contacts at every business. This list will be used to issue alerts on road closures and construction, special events that may affect access, special opportunities and offers, etc. This list will be used to alert the businesses in Prairie Stone that we expect extraordinary traffic due to the X-Factor in April.
- ◆ Drove to every restaurant in Hoffman Estates to distribute alert of inspection scams and to collect emails from every restaurant for use by Code Enforcement and to send out service alerts when the SCA events may cause a spike in their traffic and patrons. Discussed ideas for the next restaurant promotion that will replace the expiring ‘Taste of Hoffman Estates’ which ends April 30, 2011. Working with several vendors to provide mock up of a restaurant promotion booklet that will offer ongoing coupons at every restaurant location as one idea for the next restaurant promotion. While we are reaching out to every restaurant, we are asking them to provide information on their handicapped accessibility which will allow us to add icons on the Dining Guide portion of the Tourism Website to better direct and give accurate information. Met with Ed Matone from the Commission for the Disabled, who provided samples of booklets put out by the City of Chicago that define facilities in terms of accessibility. We should be able to accomplish the same type of publication at no cost to the Village by allowing restaurants to purchase ads in the Dining Guide listing.



Gary Skoog, Director of Economic Development