

AGENDA
PLANNING, BUILDING AND ZONING COMMITTEE
Village of Hoffman Estates
August 22, 2011

Immediately Following Transportation & Road Improvement Committee

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

I. Roll Call

II. Approval of Minutes - July 25, 2011

NEW BUSINESS

1. Request approval of an application by Barrington Lakes Apartments, 2200 Hassell Road, to hold a fireworks display on September 10, 2011, subject to meeting the Village code and National Fire Prevention Association (NFPA) requirements.
2. Request approval of a time extension to the temporary moratorium on the enforcement of the regulations in Section 9-3-8-K-5 of the Zoning Code to allow certain temporary business signs to be displayed during depressed economic conditions.
3. Request by Pratibha Jairath d/b/a Great Clips to consider text amendments to the Zoning Code (Chapter 9) regarding temporary special event signs. *(Remanded from Village Board on June 27, 2011)*
4. Request approval of North West Housing Partnership as subrecipient to administer the Community Development Block Grant (CDBG) Single-Family Rehabilitation Project and to approve execution of the proposed Subrecipient Agreement.
5. Request acceptance of Department of Development Services monthly report for Planning Division.
6. Request acceptance of Department of Development Services monthly report for Code Enforcement Division.
7. Request acceptance of Department of Development Services monthly report for Economic Development and Tourism.

III. President's Report

IV. Other

V. Items in Review

1. Discussion regarding garage sale fines for non-compliance. (September)
2. Discussion regarding approval procedures and policy for cellular antenna requests. (September/October)

VI. Adjournment

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

July 25, 2011

I. Roll Call

Members in Attendance:

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

**Other Corporate Authorities
in Attendance:**

**Trustee Jacquelyn Green
Trustee Anna Newell
Trustee Gary Pilafas
Village President William McLeod**

**Management Team Members
in Attendance:**

**Dan O'Malley, Deputy Village Manager
Art Janura, Corporation Counsel
Mark Koplun, Asst. Vlg. Mgr.-Dev. Services
Patrick Seger, Human Resource Mgmt. Dir.
Robert Gorvett, Fire Chief
Mike Hish, Police Chief
Algean Garner, Director of HHS
Joseph Nebel, Director of Public Works
Michael DuCharme, Director of Finance
Rachel Musiala, Asst. Director of Finance
Gordon Eaken, Director of IS
Bruce Anderson, CATV Coordinator
Peter Gugliotta, Director of Planning
Sarah Kuechler, Administrative Intern**

Others in Attendance:

Chicago Tribune, Daily Herald

The Planning, Building & Zoning Committee meeting was called to order at 7:14 p.m.

II. Approval of Minutes

Motion by Trustee Stanton, seconded by Trustee Pilafas, to approve the Planning, Building & Zoning Committee meeting minutes of June 13, 2011. Voice vote taken. All ayes. Motion carried.

Motion by Trustee Pilafas, seconded by Trustee Green, to approve Special Planning, Building & Zoning Committee meeting minutes of June 27, 2011. Voice vote taken. All ayes. Motion carried.

Motion by Trustee Green, seconded by Trustee Pilafas, to approve Special Planning, Building & Zoning Committee meeting minutes of July 11, 2011. Voice vote taken. All ayes. Motion carried.

NEW BUSINESS

- 1. Request by Hoffman Estates Park District for approval of a plat of easement for watermain on the property at the Bridges of Poplar Creek Country Club (1400 Poplar Creek Drive).**

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

Trustee Newell indicated that the Plat of Easement map shows "Seayer Lane" and it should be "Seaver Lane". It will be changed.

Motion by Trustee Pilafas, seconded by Mayor McLeod, to approve plat of easement for watermain on the property at the Bridges of Poplar Creek Country Club at 1400 Poplar Creek Drive. Voice vote taken. All ayes. Motion carried.

- 2. Request approval of plat of easement for utilities, parking and access on the Dino Alex property on the southeast corner of Roselle Road and Golf Road.**

An item summary from Peter Gugliotta was presented to Committee.

Motion by Trustee Pilafas, seconded by Trustee Stanton, to approve plat of easement of utilities, parking and access on the Dino Alex property on the southeast corner of Roselle Road and Golf Road. Voice vote taken. All Ayes. Motion carried.

- 3. Request by Valli Produce for approval of a site plan amendment to allow the installation of an electric tap box to connect to a portable generator during emergency conditions at Valli Produce, 850 Roselle Road.**

An item summary from Pete Gugliotta was presented to Committee.

Frank Greco, Valli Produce, addressed the Committee and stated that the generator would only be used in an emergency and was confident he would be able to secure a generator when necessary.

Motion by Trustee Green, seconded by Trustee Pilafas, to approve site plan amendment. Voice vote taken. All ayes. Motion carried.

- 4. Request by Ryland Homes for direction to proceed with the negotiation of an amendment to the Laufenberger Annexation and Development Agreement regarding construction timing for the Beacon Pointe Phase 2 residential property.**

An item summary from Pete Gugliotta was presented to Committee.

John Carroll and Matt Pagoria addressed the Committee. Mr. Carroll discussed the Beacon Pointe Phase II development and stated that Ryland is not looking to change the current approved land use for single family homes and only want the ability to move ahead with development without constraints relating to the commercial property.

Motion by Trustee Pilafas, seconded by Trustee Green, to proceed with the negotiation of an amendment to the Laufenberger Annexation and Development Agreement regarding construction timing for the Beacon Pointe Phase 2 residential property. Voice vote taken. All ayes. Motion carried.

- 5. Request approval of a resolution to rescind the Purchase and Sale Agreement and Cost Recovery Agreement related to the sale of the former Police Station Site at 1200 Gannon Drive.**

An item summary from Jim Norris and Art Janura was presented to Committee.

Motion by Trustee Pilafas, seconded by Trustee Green, to approve resolution to rescind the Purchase and Sale Agreement and Cost Recovery Agreement related to the sale of the former Police Station site at 1200 Gannon Drive. Voice vote taken. All ayes. Motion carried.

- 6. Request approval of the Community Development Block Grant (CDBG) Consolidated Plan 2011-2015, including the Annual Action Plan 2011, for Program Year 1 of the Consolidated Plan 2011-2015.**

An item summary from Pete Gugliotta was presented to Committee.

Motion by Trustee Stanton, seconded by Trustee Pilafas, to approve the CDBG Consolidated Plan 2011-2015, including the Annual Action Plan 2011, for Program Year 1 of the Consolidated Plan 2011-2015. Voice vote taken. All ayes. Motion carried.

- 7. Request approval to eliminate the Immediate Authorization to Apply for Permit requirement as part of the zoning application process.**

An item summary from Pete Gugliotta was presented to Committee.

Motion by Trustee Pilafas, seconded by Trustee Newell, to eliminate the Immediate Authorization to Apply for Permit requirement as part of the zoning application process. Voice vote taken. All ayes. Motion carried.

- 8. Request to direct the Planning and Zoning Commission to hold a hearing to consider a text amendment regarding pre-existing non-conforming circular driveways.**

An item summary from Pete Gugliotta was presented to Committee.

Motion by Trustee Pilafas, seconded by Trustee Newell, to direct the Planning and Zoning Commission to hold a hearing to consider a text amendment regarding pre-existing non-conforming circular driveways. Voice vote taken. All ayes. Motion carried.

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

10. 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.

Trustee Pilafas commented about the good permit revenues reported for May.

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

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

III. President's Report

IV. Other

V. Items in Review

1. Discussion regarding garage sale fines for non-compliance (September).
2. Discussion regarding approval procedures and policy for cellular antenna requests.

VI. Adjournment

Motion by Trustee Pilafas, seconded by Trustee Newell, to adjourn the meeting at 7:38 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

COMMITTEE AGENDA ITEM

VILLAGE OF HOFFMAN ESTATES

SUBJECT: Request approval of an application by Barrington Lakes Apartments to hold a fireworks display on September 10, 2011, subject to meeting the Village Code and National Fire Protection Association (NFPA) requirements.

MEETING DATE: August 22, 2011

COMMITTEE: Planning, Building & Zoning Committee

FROM: Sarah Kuechler, Administrative Intern
 Scot Neil, Fire Inspector

PURPOSE: Request approval of an application by Barrington Lakes Apartments to hold a fireworks display on September 10, subject to meeting the Village Code and NFPA requirements.

BACKGROUND: Barrington Lakes Apartments has requested approval of a fireworks display on September 10 at 9:15 p.m. via a special event's application request (attached). The show will be approximately 20-25 minutes in length.

Village Ordinance 7-5-4 states, "The firing or shooting off of any fireworks by the Village of Hoffman Estates or any other governmental body or by the Sears Centre shall be permitted upon issuance of a permit by the Fire Prevention Bureau. Any other authorization shall have been granted and permitted by the Village Board prior to issuance of a permit."

DISCUSSION: Should the Village Board grant approval, the fireworks display must meet all NFPA 1123, Outdoor Fireworks requirements, including:

All Fireworks displays shall be electronically fired.

Barrington Lakes must provide Security during setup to keep unauthorized individuals a minimum of 100 ft from the setup area.

Three (3) inch mortar shells are only allowed as determined by the site plan in accordance with NFPA 1123 requirements.

Barrington Lakes shall send out notification to surrounding Businesses and Residents to notify them of the date and time of the fireworks display, no later than one week prior to the event.

Approved Fireworks Company to be escorted into the Village and to the Barrington Lakes display site.

Barrington Lakes Apartments will also be subject to the hireback costs for an Engine Company at the site on stand-by and a Fire Inspector to oversee the setup and shooting of the display.

FINANCIAL IMPACT: Barrington Lakes Apartments will be required to pay the special events license fee, the permit fees, the inspection fees, as well as the firefighter and Fire Inspector hireback costs. The Village will incur none of the costs for this event.

RECOMMENDATION: Staff recommends approval of Barrington Lakes Apartment's request for a fireworks display, subject to their meeting all NFPA and financial requirements listed above.

ATTACHMENTS: Special Events Application

EVENT DATE(S)



VILLAGE OF HOFFMAN ESTATES

Special Event Application

Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60169
Phone: (847) 882-9100

This application is required for any event or activity taking place on public property (including street closures), public areas of private property (such as parking lots) that are open to the public, or for any event which will require Village services, including annual special events such as carnivals, festivals, shows, run/walks, etc.

Completed applications are due at least eight (8) weeks prior to the event date and should be submitted to the Village Manager's Office in person, by mail or fax (847-781-2624).

Section 1: Organization & Contact Information

Name of event: RESIDENT APPRECIATION

Sponsoring organization: BARRINGTON LAKES ARTS

Address: 2200 HASSELL RD

Phone: 847-882-7888

Fax: 847-882-7889

Is this organization a certified non-profit organization?
If yes, please provide verification of non-profit status.

Contact Person: COOKIE GARRETT

Address: 2200 HASSELL RD

Daytime phone: 847-882-7888

Evening phone: 312-953-4264 CELL

E-mail address: CGARRETT@GROUPFOX.COM

On-site Contact: SAMU

Address:

Daytime phone:

Evening phone:

E-mail address:

Section 2: General Information

Event date(s): SEPT 10, 2011

Event time (please list for each date): 5:00 PM - 10:00 PM

Set up date and time: SEPT 10, 2011 2 PM.

Dismantling/clean up date and time:
Clean up includes removal of all waste, dumpsters, equipment, dismantling of tents, filling tent holes, removal of port-o-johns, etc.

Estimated number of attendees (including participants and staff): 125

Section 3: Event Location

Please check all that apply

Public parking lot — Address:

Private parking lot — Address: ON BARRINGTON Lakes Property
Please attach letter of approval from property owner

Virginia Mary Hayter Village Green in Prairie Stone — Please attach Village Green use application

Park — Please list park:
Please contact the Hoffman Estates Park District (847-885-7500) for approval

Public streets — Please list street(s):

Section 4: Type of Special Event

Please check all that apply

<input type="checkbox"/> Arts & crafts sale	<input type="checkbox"/> Corporate function/gathering	<input type="checkbox"/> Outdoor business event
<input type="checkbox"/> Bicycle ride	<input type="checkbox"/> Fundraising event	<input type="checkbox"/> Run/Walk (Distance: _____)
<input type="checkbox"/> Car show	<input type="checkbox"/> Parade	<input type="checkbox"/> Sidewalk sale/business event
<input type="checkbox"/> Carnival/Circus	<input type="checkbox"/> Petting zoo	<input checked="" type="checkbox"/> Other: <u>Fireworks display</u>

Purpose of the event:

RESIDENT APPRECIATION EVENT

General description of the event:

Fireworks display FOR RESIDENT

Admission fee for event: \$ 0

List organizations receiving proceeds from admissions:

Section 5: Services for Special Event

Please check all that apply. *Services requiring permits/inspections are noted with an asterisk.

- Amplifier
- Car show
- Carnival* — General Amusement License is required. Contact Village Clerk's Office (847-781-2625)
- Circus* — General Amusement License is required. Contact Village Clerk's Office (847-781-2625)
- Electrical wiring and/or generator* — Electrical permit is required; contact Code Enforcement (847-781-2631)
- Fireworks* — Contact Fire Department Administration (847-843-4825)
- Food service/vendor(s)* — Health inspections may be required; contact Code Enforcement (847-781-2631).
 — Vendors not holding a Hoffman Estates license must obtain a Temporary Food Service License; contact Village Clerk's Office (847-781-2625)
 CATERING - CO. UNKNOWN
- Inflatable equipment* (e.g. "bounce house," etc.) — Contact the Fire Inspector (847-843-4825)
- Liquor* — Liquor license required. Only non-profit organizations may apply for a Temporary Liquor License; contact Village Clerk's Office (847-781-2625).
- Merchandise vendor(s)* — Vendors must have a Hoffman Estates business license; contact Village Clerk's Office (847-781-2625).
- Petting zoo* — Contact Code Enforcement (847-781-2631)
- Raffle* — Raffle license required; contact Village Clerk's Office (847-781-2625)
- Signs/banners* — Permit may be required; contact Code Enforcement (847-781-2631).
- Tent* — Permit and inspection required; contact Code Enforcement (847-781-2631) ~~no tent~~
- Water (hydrant) usage* — Permit required; contact Public Works (847-490-6800)
- Other services not listed above:

Section 6: Event Operation

Please check all that apply:

- Portable Restroom Facilities — Required if no restroom facilities or inadequate number of restroom facilities available on-site. The Village recommends two port-o-johns per 100 people, one handicapped stall per 200 people, and two hand-washing stations per 100 people.
- Type(s) of publicity used to promote event:
- Notification to residents (if disruption to roadways, noise, parking, etc.):
WASTE REMOVAL IS THE RESPONSIBILITY OF THE EVENT ORGANIZER.
- Waste removal will be provided by the host site.
- Waste will be removed by the event organizer OR by the contracted waste hauler named below:
 Waste Hauler:
 Hauler Address:
 Hauler Phone Number:

Section 6: Traffic, Security, Medical Services & Fees

Please check services that will be required for traffic, security and medical needs:

POLICE	FIRE	PUBLIC WORKS
<input type="checkbox"/> Traffic control	<input type="checkbox"/> Ambulance	<input type="checkbox"/> Barricades
<input type="checkbox"/> Crowd control	<input type="checkbox"/> Fire suppression	<input type="checkbox"/> Cones
<input type="checkbox"/> Event security	<input type="checkbox"/> Fire inspections	<input type="checkbox"/> Orange snow fencing
<input type="checkbox"/> Money escorts	<input type="checkbox"/> BSDA	

The number of Police officers required for adequate traffic control and/or security shall be determined by the Police Department.

FEES: It is the responsibility of the applicant to pay all out-of-pocket expenses related to the special event. This includes, but is not limited to: all permit fees; inspection fees; Police, Fire and Public Works personnel hireback fees; equipment rentals and water usage.

For some fees, non-profit organization applicants may request a waiver from the Village Board. Please note that the waiver request is a formal process that must be presented to the Village Board and requires at least six weeks. Fees associated with personnel costs (Police, Fire and Public Works hireback, after-hours inspections, etc.) are not eligible for waiver.

Please indicate if any fee waivers are requested:

TRAFFIC CONTROL: Please indicate on the table below all streets requiring road closure and/or removal of on-street parking restrictions.

STREET NAME		CLOSE TIME	OPEN TIME
<input type="checkbox"/> Closure	<input type="checkbox"/> Parking		
<input type="checkbox"/> Closure	<input type="checkbox"/> Parking		
<input type="checkbox"/> Closure	<input type="checkbox"/> Parking		
<input type="checkbox"/> Closure	<input type="checkbox"/> Parking		
<input type="checkbox"/> Closure	<input type="checkbox"/> Parking		

If your event utilizes the Prairie Stone business park, the Sears Centre Arena management must be contacted to ensure that events are not conflicting. Please contact Pamela Lintern at Pamela.lintern@searscentre.com.

Sears Centre event occurring the same date? Yes _____ No _____ Not in Prairie Stone (DNA) _____

Section 7: Required Documents, Insurance & Hold Harmless Agreement

CERTIFICATE OF INSURANCE:

All events require a certificate of insurance and a policy endorsement listing the Village of Hoffman Estates as an additional insured. The minimum coverage is \$1,000,000 per occurrence and \$3,000,000 aggregate. All insurance requirements listed on page 6 of this application must be included on the certificate of insurance

AUTOMOBILE INSURANCE:

Does this event include use of vehicles?

- YES — Number of vehicles: _____
- NO

Proof of auto insurance is required for all vehicles/drivers used in the event.

SITE PLAN:

A detailed site plan depicting event set up and equipment is required for all events.

HOLD HARMLESS:

The sponsoring organization hereby agrees to indemnify and hold harmless the Village of Hoffman Estates, its corporate authorities, officers, agents and employees from and against any and all claims for injury or damage to persons or property sustained from the event of SEPT. 10, 2011 (date), sponsored by BARRINGTON LAKES (organization) and further agrees to indemnify and hold said Village of Hoffman Estates from any such claims and all expenses arising therefrom.

Cookie GARRETT
Signature PROPERTY mgr.

AUG. 10, 2011
Date

COOKIE GARRETT, Property mgr.
Print name and title

BARRINGTON LAKES APT.
Organization

MAIN FLOOR
 RIGHT ANGLES
 DEGREES, 35 W
 EASTERLY CORN
 BEING A SUBROT
 PLAT THEREOF
 THENCE SOUTH,
 OF SAID LOT 3
 IN SAID BARR
 SOUTH, 35 DE
 SAID LOT 4, A
 THENCE SOUTH
 997.36 FEET,
 WHICH IS 1413
 THENCE NORTH,
 LINE OF SECT
 EXCEPTING THE
 TO THE SOUTH

1174.00 N
 883152 E

PROPLAIR
 CREEK

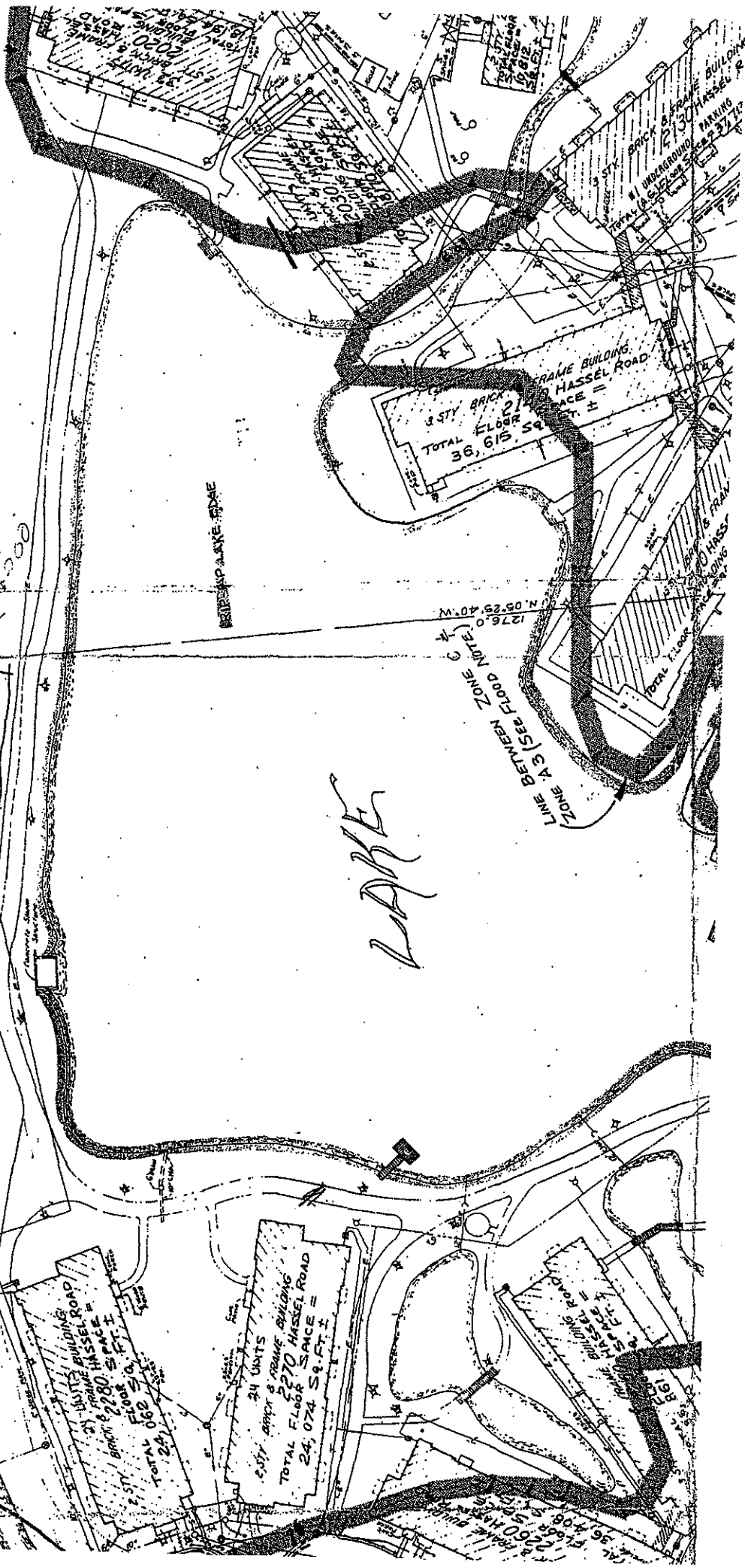
LAUNCH
 SITE

585.00
 CREEK

RESTRICTION
 LAKE EDGE

LAKE

LINE BETWEEN
 ZONE A & B (SEE FLOOD NOTE)
 1276.0
 N. 05°25' 40" W.




**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

NB2

SUBJECT: Request approval of a time extension to the temporary moratorium on the enforcement of the regulations in Section 9-3-8-K-5 of the Zoning Code to allow certain temporary business signs to be displayed during depressed economic conditions

MEETING DATE: August 22, 2011

COMMITTEE: Planning, Building and Zoning

FROM: Josh Edwards/Peter Gugliotta 

PURPOSE: Request approval of a time extension to the temporary moratorium on the enforcement of the regulations in Section 9-3-8-K-5 of the Zoning Code to allow certain temporary business signs to be displayed during depressed economic conditions.

BACKGROUND: Temporary sign provisions were originally approved in July 2009, and were extended and expanded in December 2010. The current rules are attached and in effect until the end of 2011. To date, the moratorium provision has been used by Jersey's Restaurant to display a temporary sign along Barrington Road and by Great Clips to display banners at two shopping centers. In 2011, one business has displayed additional banners than the three per year that would otherwise be permitted.

DISCUSSION: The economic downturn has not abated and certain retail areas continue to lack a significant anchor store. Additional temporary signs are occasionally requested by businesses to advertise a special sale/event or to increase visibility of the business.

It is proposed that the current rules be extended through the end of 2012. Prior to the rules expiring at the end of next year, consideration can be given to possibly incorporating them into the permanent code, or possibly extending the rules further in the future.

RECOMMENDATION: Request approval to extend the temporary moratorium, as approved by the Village Board on December 13, 2010, until December 31, 2012, on the enforcement of the regulations in Section 9-3-8-K-5 of the Zoning Code to allow certain temporary business signs to be displayed during depressed economic conditions, subject to the criteria attached to this memo.

Attachment

Following are the three items proposed to be in effect through December 31, 2012, to assist businesses:

1. **Temporary Banner Signs.** Temporary special event banner signs permitted by Section 9-3-8-K-5-c-(2) and 9-3-8-K-5-d-(1) of the Zoning Code shall be permitted to be displayed for a maximum of six times per calendar year, versus the typical three times permitted by the Zoning Code. Further, up to two banners at a time may be displayed, provided they were mounted on different building facades. Businesses can obtain consecutive permits and, therefore, they could also use the additional frequency to extend the timeframe allowed for a particular banner. This provision would be administered as part of the standard banner permit process.

2. **Temporary Signs in a Distressed Economy.** In addition to the signs permitted for businesses in Section 9-3-8-K-5 of the Zoning Code, additional temporary ground or wall signs may be permitted for businesses located in an extraordinarily distressed situation related to surrounding vacancies (buildings or land) or other economic hardship. Signs would be permitted to provide greater visibility of existing businesses or tenants when they are located within a commercial subdivision or shopping center. Procedurally, the Village Manager will be authorized to approve such signs after review of all relevant information. The following specific criteria would apply:
 - ◆ Each individual sign shall be no larger than 100 square feet for standalone buildings or out-lots, and no larger than 32 square feet for multi-tenant buildings or shopping centers.
 - ◆ The size and number of signs permitted shall be based on the amount of (public or private) street frontage.
 - ◆ The location, design, and size of the signs shall be reviewed by the Village, and no two signs shall be located closer than 250 feet to each other.
 - ◆ The business owner shall provide written documentation that the owner of the property will permit the sign and shall provide full contact information for the party responsible for the ongoing maintenance and removal of the sign.
 - ◆ For commercial subdivisions, signs advertising any business within the subdivision may be permitted on any lot within the same subdivision.
 - ◆ In general, the signs shall be used to provide more prominent visibility, to provide directional information and guidance, to advertise special events, or for other purposes intended to assist businesses overcome the distressed economic conditions.
 - ◆ For shopping centers or multi-tenant properties, any signage requests shall be coordinated with the property owner and other tenants. No more than one sign shall be permitted on the property at any time with the intention that the sign would be shared or alternated among the tenants and not used exclusively by an individual tenant. The Village would issue a sign permit to the property owner to install the sign, and coordination of the shared use of the sign by the tenants would be the responsibility of the property owner or the collective cooperation among the tenants.

3. *Window Signs in Vacant Stores.* The Village will temporarily suspend the enforcement of the window sign regulations. Window signage does not require a permit, and the Zoning Code allows up to 50% of the windows to be covered with signage and up to 10% of the windows to be used for illuminated signs. These window sign rules would be suspended and the following special provisions allowed.

- ◆ A temporary suspension of all window sign rules, with the exception of prohibitions on flashing signs or the provision for electronic message boards.
- ◆ A property owner of a shopping center or other vacant storefront may submit a proposal to use the windows of the vacant space(s) to display graphics or signs, which may include advertising signs for existing tenants.
- ◆ Signs or graphics must be professionally made and generally improve the appearance of the storefront rather than detracting from the appearance.
- ◆ A review by staff would be required prior to installation of any signage in vacant storefront windows. This would be primarily to avoid poorly designed signs or unsightly signs (e.g. a series of window panes spelling out a word with each window including one oversized letter). Per the Zoning Code, no such review is required for window signs in existing businesses; this staff review only applies to vacant storefronts.

Signs specifically prohibited by the Zoning Code (such as moving, flashing, rotating signs, etc.) would still be prohibited and all other relevant sections of the code would still apply (for example, signs could not be located within a public right of way or blocking visibility for drivers at an intersection).

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request by Pratibha Jairath d/b/a Great Clips to consider text amendments to the Zoning Code (Chapter 9) regarding temporary special event signs

MEETING DATE: August 22, 2011

COMMITTEE: Planning, Building and Zoning

FROM: Josh Edwards^{JE}/Peter Gugliotta^{PG}

REQUEST: Request by Pratibha Jairath d/b/a Great Clips to consider text amendments to the Zoning Code (Chapter 9) regarding temporary special event signs. *(Remanded from Village Board on June 27, 2011)*

BACKGROUND: Last year, Great Clips had requested approval of a text amendment to the Zoning Code to allow greater flexibility in the display of temporary signs on private property. In lieu of taking action on this request, the Village Board had tabled the item and instead adopted a temporary moratorium on the enforcement of the current temporary sign regulations for certain items (see related Planning, Building and Zoning Committee). This action negated the need for any action on the Great Clips request.

The Great Clips owner has taken advantage of the temporary allowances for signs adopted by the Village Board and is satisfied that these rules meet her needs. The sign options are also available to other businesses when special sales or events arise.

Staff has discussed the status of the sign regulations with the petitioner. She has indicated that as long as the temporary moratorium will remain in place, further action on the text amendment proposed by Great Clips is unnecessary and the owner has agreed to withdraw her request.

In the future, if the current temporary sign rules are not extended or made permanent, Great Clips may choose to reintroduce a new text amendment.

RECOMMENDATION: The petitioner (Great Clips) has agreed to withdraw the request for a text amendment to the Zoning Code regarding temporary signs and, therefore, no action is needed.

Attachment

VILLAGE OF HOFFMAN ESTATES
ZONING BOARD OF APPEALS

FINDING OF FACT

DATE OF PUBLIC HEARING: December 7, 2010

DATE OF PRESENTATION TO VILLAGE BOARD: December 13, 2010

PETITION: Hearing held at the request of Pratibha Jairath d.b.a. Great Clips to consider text amendments to the Zoning Code (Chapter 9) regarding Temporary Special Event Signs.

ZONING CODE SECTION(S) FOR TEXT AMENDMENT: **New Section:** 9-3-8-K-5-C-2-c-5

FINDING-OF-FACT: The Zoning Board of Appeals (ZBA) found that the Standards for a Text Amendment (9-1-17) were **not** met.

MOTION: Request *to accept a text amendment at the request of Pratibha Jairath d.b.a. Great Clips to add a new Section 9-3-8-K-5-C-2-c-5 to allow each business to install one temporary ground sign for a maximum of four (4) weeks per calendar year on private property.*

RECOMMENDATION: The Zoning Board of Appeals (ZBA) recommends **denial** of this text amendment.

The Zoning Board of Appeals considered the request by a business owner to amend the temporary special event signs section of the Zoning Code to allow temporary *ground-mounted* special event signs. The Zoning Code does not allow a temporary sign or banner to be displayed on the ground, except for very limited circumstances such as a grand opening.

The petitioner, Pratibha Jairath d.b.a. Great Clips presented her request for a text amendment to allow temporary signs on the ground, emphasizing her sales events and the types of signs that she would like to display, but also noting that all businesses need help. She noted the current economic recession as a hardship on all retail businesses, and that all the nearby suburbs allow temporary ground signs. Staff concurred that a survey of several other suburbs found that all allow temporary ground signs with a wide variety of stipulations. Hoffman Estates' code includes a very flexible wall mounted banner allowance, but does not permit ground mounted signs.

Staff verified that the Village receives inquiries from businesses about temporary signs on a frequent basis. The Zoning Code prohibits ground mounted temporary signs, which are often requested by businesses. Some businesses choose to install a banner on their business wall per the Zoning Code, while others refrain from installing a sign if it cannot be near the roadway, while others install signs illegally. Code Enforcement staff regularly observe and pursue enforcement of illegal temporary signs placed on properties.

Much of the ZBA discussion was related to the possibility of sign clutter and a proliferation of signs, particularly at shopping centers. The petitioner stated that she doubted clutter would occur, and that few businesses would place signs on the ground. However, the Zoning Board for the most part disagreed and felt that sign clutter would likely occur. Likewise, the petitioner's application included signatures from about two dozen businesses in favor of the amendment, and the petitioner stated that many businesses want and need to place signs on the ground.

There was discussion about the Village staffing resources needed to enforce a new code provision that would allow certain temporary signs, particularly in regards to tracking numerous signs through a permit process and differentiating among permitted signs, legal-but-not-yet-permitted signs, and illegal signs; and which contrasts with the current and much simpler all-or-nothing enforcement.

There was discussion about shopping center owners being responsible for coordinating the rotation of temporary signs for their individual tenants, however often they are not willing, or it is not practical (as in the case of a foreclosure). Shopping center tenants do not have the authority to make changes to a property without the owner's involvement.

The current economic climate was discussed. The Zoning Board members all stated that they want to help businesses, particularly in hard times. This was weighed against the concerns about clutter and the permanence of a text amendment that would be in effect even after the economy recovers. Businesses install temporary signs during good economic times as well; signage is used to draw attention to a business, which is a desirable thing for a business at all times.

It was noted that not all businesses can have maximum visibility from all roadways, and many businesses do not have good street visibility. The tenants of a shopping center choose their location presumably aware of any lack of street visibility.

The discussion also noted that not all temporary signs are the same or are used for the same purpose. Some signs advertise sales while others merely advertise a business' presence. Some are professionally made and of higher quality materials while others are of lesser quality or appearance. Sizes typically range from small 2'x3' "stick-in-the-ground" signs to 4'x8' wood or metal signs that can be affixed to the ground or displayed on some type of trailer.

The Zoning Board members all agreed that some amendment to the sign code to allow temporary ground signs is reasonable. However, the various details of a text amendment have not yet been examined sufficiently and the members generally felt the petitioner's specific request would need to be revised significantly before it could become part of the code. Provisions limiting the maximum size, height, setbacks, materials, number per year, and number per property would need to be examined and considered. But first, the policy decision of whether to allow temporary ground signs altogether should be addressed, and was the focus of the discussion on the motion.

A minimum of 4 favorable votes is necessary for a positive ZBA recommendation on a text amendment. The ZBA voted 3 ayes, 2 nays (with 2 absent) on the petitioner's proposed amendment to allow temporary ground signs, which indicates a negative recommendation. The dissenting members' votes were due to the lack of the above-mentioned text amendment details.

NOTE: A majority of the ZBA members noted that if the Village Board determines some type of temporary ground sign code text amendment is acceptable, then the ZBA desires to work with staff to develop an alternative text amendment allowing some sort of temporary ground sign allowance that includes the appropriate limitations to minimize clutter and other concerns.

AUDIENCE COMMENTS

Representatives from Curves (Forest View Plaza), Subway (Huntington Plaza), and State Farm (Forest View Plaza) spoke in support of an amendment to allow temporary signage by the road. They testified that their businesses are suffering due to the state of the economy and requested that the Village give them an opportunity to use the signs, even on a temporary basis, until the economy improves.

VOTE:

3 Ayes

2 Nays (Ciffone, Gaeta)

2 Absent (Ali, Patel)

ZONING BOARD OF APPEALS

Chairman William Weaver

Vice-Chairperson Denise Wilson

Michael Ciffone

Masoom Ali

Donna Boomgarden

Michael Gaeta

Gaurav Patel

FINDING OF FACT WRITTEN BY DEVELOPMENT SERVICES STAFF

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

NB4

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

MEETING DATE: August 22, 2011

COMMITTEE: Planning, Building and Zoning

FROM: Peter Gugliotta *PG*

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

BACKGROUND: The Village's 2011 Annual Action Plan includes funding for the Single-Family Housing Rehabilitation Program. During the first five CDBG program years, the Village has contracted with NWHP to implement the Housing Rehabilitation Program. NWHP is the sole agency in the area to provide housing rehabilitation services to low and moderate income residents.

A total of 20 homes have completed rehabilitation. Applications vary in terms of scope of work requested and in the type of housing stock assisted (i.e. single-family, townhouse, and condominium). Eligible projects include code violation corrections, health and safety issues, and home weatherization. During previous years, completed projects included a variety of repairs such as installation of new windows and doors, new electrical wiring, bathroom facilities, new siding or roof, and correction of code issues. Interest in the program has remained consistent and with the current economic climate, requests for assistance are expected to continue.

DISCUSSION: NWHP has submitted a 2011 proposal to administer the Village's rehabilitation program (attached). NWHP expects to be able to help a minimum of five Hoffman Estates homeowners rehabilitate their home during the upcoming program year (October 1, 2011 - September 30, 2012), which is consistent with goals established by the Village in the Annual Action Plan.

DISCUSSION: (Continued)

The NWHP proposal allocates \$93,500 of the \$110,000 budget to the cost of the rehabs and \$16,500 for program administration. HUD permits up to 20% of the CDBG project cost for administrative costs and the allocation of 15% remains under that amount. The contract also covers the use of CDBG funds carried over from the previous year. It is anticipated that nearly all carried over program funds will be depleted by the end of the program year (September 30, 2011).

To ensure that program administration is as efficient as possible, Village staff has continued to work with NWHP, HUD, and the Village's CDBG consultant. Village staff audits and reviews policies with NWHP each year to ensure program compliance. Under the terms of the contract, NWHP would provide all administrative activities, including, but not limited to, reviewing client eligibility and applications, obtaining and evaluating bids, awarding and preparing contracts, coordinating property inspections, conducting environmental reviews, arranging for lead based paint testing, and complying with equal opportunity and prevailing wage laws, as necessary. These activities are generally regulated by federal laws and regulations. NWHP also processes the no interest loans for each applicant and serves as the lender for the projects.

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

Contract Terms

While the majority of the NWHP proposal remains the same as last year, Village staff and NWHP have proposed a change to the program and referenced this change in Section 4 of the contract. The proposed change is explained below:

Proposed Change: Emergency Limited Forgivable Loan Program Component

Several applicants have not been able to be helped due to the program requirement that the home mortgage plus the loan amount must equal no more than 100% of the home value. In light of the current economic environment, home values have dropped considerably and a growing number of income eligible applicants have been denied based upon a lack of equity in the home. In addition to the lack of home equity, some homeowners have experienced a need for emergency home repairs, but cannot afford to make them. Making a limited amount of funds available to assist in an emergency will still allow some of these income eligible residents to be helped whether they meet the equity requirement or not. NWHP has experience working with emergency repair programs in other communities.

A draft copy of the proposed procedures for use of funds for emergency purposes is attached. These administrative procedures will be further refined prior to implementing the program, but the main elements are included in this draft. For the purpose of this program, "emergency rehabilitation" is defined as an immediate threat to the health, safety, and welfare of the home occupant. Both NWHP and a Village inspector is required to visit the home and declare it an emergency before NWHP is permitted to proceed with normal program procedures.

DISCUSSION: (Continued)

In the event that an emergency repair is needed, program procedures remain essentially the same, but are moved to first priority. HUD requirements will not change, therefore, income eligibility and standard contractor bid procedures will still be required before work can commence.

The program is proposed to begin as a loan program that becomes forgivable over five years of continuous home ownership, with 20% being forgiven each year. This will allow the Village to recoup funds if the home is sold before five years. The forgivable element has been included because these would be homes that already have a loan to value ratio above 100% and in the event of a foreclosure, this subordinate loan would not be repaid anyway.

Within the last year, there have been several inquiries for emergency assistance, and a few of those households did not meet the home equity requirement. It is proposed that the maximum amount that could be used for an emergency repair would be \$5,000. The funds used for this aspect of the program will be part of the \$93,500 of CDBG funds allocated for all NWHP home rehabilitations. NWHP will administer the new emergency assistance option to Hoffman Estates resident applicants as part of the administration of the overall rehabilitation program.

SUMMARY:

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

FINANCIAL IMPACT:

This project is funded through the CDBG allocation of \$110,000 budgeted for this single-family rehabilitation program. The contract also covers up to \$8,764.68 in CDBG funds that are carried over from the previous program year. This project does not impact the Village's General Fund.

This program was created to be self-sustaining, intending that loans given be repaid upon the sale of the home. Initiating a small emergency assistance program may result in a portion of funds not being repaid, however this is not expected to have a significant impact on the overall funding of the program.

RECOMMENDATION:

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

Attachments

cc: Holly Fraccaro (North West Housing Partnership)

Hoffman Estates Emergency Limited Forgivable Loan Program Internal Administrative Procedures

The Emergency Loan Program (ELP) is a sub-program of the Home Rehabilitation Loan Program managed by North West Housing Partnership (NWHP). The ELP is not intended to replace the "regular" CDBG housing loan program, but act as an alternative resource when circumstances dictate. The ELP is structured as follows:

Emergency Loan Program Eligibility:

- Eligibility is limited to true emergency repairs that have been verified as necessary by Village inspectors;
 - If an emergency repair is requested by the applicant, NWHP and Village inspectors must both visit the home and determine that the living environment is an immediate threat to the health, safety, and welfare of the home occupant.
 - This program funds only the necessary work to remove the immediate danger to the homeowner and occupants, and does not fund the other general rehabilitation work covered by the regular loan program.
- The same income verification procedures and federal income-limits used for the regular loan program will be required.
 - Verification and application procedures will be performed by NWHP;
- Eligibility is limited to residents who are upside down in their mortgage (mortgage exceeds home value);
 - If the resident's mortgage plus the amount of the loan is equal to or does not exceed 100% of home value, regular loan program procedures must apply.
- If a resident applies for assistance from the housing rehabilitation loan program and their request is not determined an emergency, regular loan program application standards and procedures apply.

Program Financial Structure:

- All funds used for emergency repairs come from the funds allocated to the NWHP for the regular housing rehab loan program;
- Assistance is in the form of a five-year forgivable loan structure, 20% forgiven each year;
- Each loan maximum is \$5,000 in emergency repairs;
- Funds are not to be co-mingled with a loan from the regular loan program;
 - If the resident is determined income-eligible, the situation dictates whether the emergency limited forgivable loan or the regular loan program applies.

General Program Guidelines:

- This sub-program for emergency repairs will not be advertised or promoted, but used only when the situation dictates.
- The resident assisted by the emergency loan program may not apply to the regular loan program until the emergency loan is either 100% forgiven (over a period of five years), or the resident has repaid the remaining loan portion prior to the five-year period ends. Upon zero loan balance, the resident may choose to apply to the regular CDBG loan program for additional assistance, if they remain income-eligible.

SUBRECIPIENT AGREEMENT

Agreement Between Village of Hoffman Estates
And
North West Housing Partnership

CDBG Program Year 1/ Consolidated Plan 2: 2011-2012

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SUBRECIPIENT AGREEMENT

Agreement Between
Village of Hoffman Estates
And
North West Housing Partnership

This agreement is to commence the 1st of October 2011 by and between the Village of Hoffman Estates, a municipal corporation of the State of Illinois (hereinafter referred to as the "Village"), and North West Housing Partnership (hereinafter referred to as the "Subrecipient").

Section 1. Scope of Service

A. Activities.

The Subrecipient will be responsible for administering a CDBG Single-Family Owner-Occupied Housing Rehabilitation program for the 2011/2012 program year in a manner satisfactory to the Village and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery.

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

General Administration.

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

B. National Objectives.

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

C. Levels of Accomplishment - Goals and Performance Measures.

The levels of accomplishment will be based on number of applicants screened and number of homes rehabilitated. The Subrecipient agrees to rehabilitate at least 5 homes during the 2011 program year, CDBG Program Year 1.

D. Performance Monitoring.

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

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

Section 2. Time of Performance

Services of the Subrecipient shall start on the October 1, 2011 and end on the 30th day of September, 2012. The term of this Agreement and the provision herein shall be extended to cover any additional time period during which the Subrecipient remains in control of the CDBG funds or other CDBG assets, including program income.

Section 3. Budget and Loan Caps

The amount of Hoffman Estates CDBG program funds budgeted for Program Year 1 is \$110,000. The table below illustrates how the funds will be allocated:

Line Item	Amount
PY1 Administration (15%)	\$16,500.00
PY1 Budget - Rehabilitation	\$93,500.00
PY5 carryover (as of 7/26/10)	\$8,764.68
TOTAL	\$118,764.68

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

Section 4. Loans to Home Value Ratio

The loan amount combined with any homeowner mortgage balance amount cannot exceed the assessed value of the home, with the exception of funds approved under the Emergency Limited Forgivable Loan Program Procedures.

Section 5. Rehabilitation Projects

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

The items will be prioritized by issue:

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

Improvements are intended to provide general benefit to the residential occupants of the building through the alterations, additions to, enhancement of existing structures and abatement of hazards and contaminants. Eligible improvements include integral fixtures and equipment that are connected to the home and those which are incidental to the other home improvements. Improvements to increase the efficient use of energy in structures through the means of installing storm windows and doors, siding, wall and attic insulation, and conversion, modification, or replacement of heating and cooling equipment, including the use of solar energy equipment. In all applicable circumstances, the Subrecipient will first consider energy efficiency and shall install Energy Star-rated improvements whenever feasible. Improvements may also be made to improve the efficient use of water through water savings faucets and shower heads, and the repair of leaks, repairs to water distribution lines or local sewer collection lines may also be made. In all applicable instances, the Subrecipient will first consider water efficiency and install the most water efficient improvements feasible.

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

Section 6. Payment

It is expressly agreed and understood that the total amount of Program Year 1 funds to be paid by the Village under this Agreement shall not exceed \$110,000. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Section 3 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 3 and in accordance with performance.

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

Section 7. Notices

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

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

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

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

Section 8. General Conditions

A. General Compliance.

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

B. "Independent Contractor".

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

C. Hold Harmless.

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

D. Workers' Compensation.

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

E. Insurance and Bonding.

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

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

F. Village Recognition.

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

G. Amendments.

The Village or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Village's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Village or Subrecipient from its obligations under this Agreement.

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

H. Suspension or Termination.

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

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

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

Section 9. Administrative Requirements

A. Financial Management.

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

shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Recordkeeping.

1. Records to be Maintained.

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

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

2. Retention.

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

3. Client Data.

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

4. Disclosure.

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly

connected with the administration of the Village's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by 5 ILCS 140/7 unless written consent is obtained from the person receiving the service and, in the case of a minor, that of a responsible guardian.

5. Close-Outs.

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

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

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

The following should be submitted after project construction is complete:

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

6. Audit and Inspections.

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

C. Reporting and Payment Procedures.

1. Program Income.

In the event that a rehabilitated property is sold, the loan for the repairs is repaid to the Village. The Subrecipient as the named lender on the title provides a payoff letter to the attorney or closing title company. The Subrecipient prepares and records a release of mortgage and provides a copy of the release and a

check repaying the loan directly to the Village. The Village shall reallocate Program Income at its discretion.

Upon receipt of Program Income, the Village will deposit the funds in the CDBG account. Village staff will keep record of the balance of program income. Program income shall be expended before conventional CDBG funds are drawn to complete a project.

2. Indirect Costs.

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

3. Payment Procedures.

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

4. Progress Reports.

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

D. Procurement.

1. Compliance.

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

2. OMB Standards.

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

3. Travel.

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

E. Use and Reversion of Assets.

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

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

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

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

Section 11. Personnel and Participant Conditions.

A. Civil Rights.

1. **Compliance.**
The Subrecipient agrees to comply with the Human Rights Act of Hoffman Estates and with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086.
2. **Nondiscrimination.**
The Subrecipient agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
3. **Land Covenants.**
This contract is subject to the requirement of Title 6 of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such a transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvement erected or to be erected thereon, providing that the Village and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
4. **Section 504.**
The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Village shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action.

1. **Approved Plan.**
The Subrecipient agrees that it shall be committed to carry out pursuant to the Village's specifications an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1966. The Village shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
2. **Women and Minority Owned Businesses (W/MBE).**
The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used

in this contract, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

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

3. Access to Records.

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Village, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Notifications.

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA0 Statement).

The Subrecipient will, in all solicitations or advertisements for employee placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provision.

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions.

1. Prohibited Activity.

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, inherently religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards.

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, as amended, the provisions of

Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S. C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 19 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Village for review upon request.

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

3. Section 3 Clause.

a. Compliance.

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

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

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

low- and very low-income persons residing in the metropolitan area in which the project is located.”

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

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

b. Notifications.

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

c. Subcontracts.

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

D. Conduct.

1. Assignability.

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Village thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Village

under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Village.

2. Subcontracts.

a. Approval.

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

b. Monitoring.

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

c. Content.

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

d. Selection Process.

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

3. Hatch Act.

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

4. Conflict of Interest.

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

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

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

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in contract, subcontract, or

agreement with respect to the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Village, the Subrecipient, or any designated public agency.

5. Lobbying.

The Subrecipient hereby certifies that:

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

6. Lobbying Certification.

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

7. Copyright.

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

8. Religious Activities.

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

Section 12. Environmental Conditions

A. Air and Water.

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

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

B. Flood Disaster Protection.

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

C. Lead-Based Paint.

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

D. Historic Preservation.

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

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

Section 13. Severability

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

Section 14. Section Headings and Subheadings

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

Section 15. Waiver

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

Section 16. Entire Agreement

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

Section 17. Certification

This Agreement is to commence the 1st day of October, 2011.

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

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

Attest:

Subscribed and sworn before me

on this ___ day of _____, 2011

By _____
Holly Fraccaro, Executive Director
North West Housing Partnership

Attest:

Subscribed and sworn before me
on this ___ day of _____, 2011

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

**SUBMITTED TO PLANNING, BUILDING & ZONING COMMITTEE
AUGUST 22, 2011**

PLANNING AND ZONING COMMISSION

July 6, 2011

- New Commission Orientation – Master Sign Plans
- Resident, 1317 Essex Drive, Variation for Deck Rear Setback - *Approved*
- Zeigler Automobile Dealerships, 125 W. Higgins Road, Special Use for Vehicle Storage - *Approved*
- Jewel, 1485 Palatine Road, Master Sign Plan - *Approved*

July 20, 2011

- New Commission Orientation – Site Plan Reviews
- Resident, 1430 Michelline Court, Variation for Gazebo Height – *Continued to 8/3/11*
- Resident, 618 Wainsford Drive, Variation for Fence Setback – *Continued to 8/3/11*
- Fountain Crossing SC, 3001-3101 N. Barrington Road, Master Sign Plan – *Approved*

August 3, 2011

- Resident, 1430 Michelline Court, Variation for Gazebo Height – *Withdrawn*
- Resident, 618 Wainsford Drive, Variation for Fence Setback – *Approved*
- Resident, 1222 Caribou Lane, Variation for Gazebo Height - *Approved*
- Alliance Church, 665 Grand Canyon - Special Use, Variation, Site Plan for church and parking lot expansion - *Failed*

August 17, 2011

Meeting Canceled

CURRENT ACTIVE PROJECT REVIEWS

These items are actively under review as part of a formal process

- Dino Alex Retail Building, SE corner Golf and Roselle – Master Sign Plan
- ABBHH Master Sign Plan and Site Plan amendment for miscellaneous site improvements
- Funeral Home, northwest corner of Hassell and Pembroke – Special Use and Site plan for new building
- Beverly Properties, Beverly/Higgins Roads – Annexation Agreement Amendment and Site Plan for apartments
- Strawberry Hill Shopping Plaza - Site Plan Amendment for site improvements and Master Sign Plan
- 5448 Prairie Stone Parkway - Site modifications as part of tenant build-out (Tate & Lyle)
- 5400 Prairie Stone Parkway - Site modifications as part of tenant build-out
- Police Department, 411 Higgins Road - Rezoning, plat of consolidation
- Land Rover, 1051 Higgins Road – Façade renovation and Signs
- Devonshire Woods - Site plan amendment and plat of consolidation as part to separate the project into two phases
- Barrington Square Town Center - Site plan modifications in the former Burger King area
- Former Myoda, 1070 Roselle Road - Demolition and site plan for a bank
- Beth Tikvah, 300 Hillcrest Blvd. – Administrative Review for outdoor deck/seating area
- Bosch Rexroth, 5150 Prairie Stone Parkway – site plan for wind tower

ANTICIPATED UPCOMING PROJECTS

These items are in preliminary discussions and/or expected to proceed with a formal process in the near future

- Resident, 1715 Ida Road – Variation for garage addition
- Metropolis, 2475 W. Higgins Road – Special Use for Outdoor game area
- Marathon, 1300 Higgins Road - Site plan amendment for site improvements and Master Sign Plan
- Motor Werks/Mercedes Benz - Site modifications for car wash area
- Former Shell Gas Station, 2599 W. Higgins - Site plan for redevelopment and Special Use for service station
- HE Park District Prairie Stone Wellness Center – Master Sign Plan
- HE Park District – Text Amendment for signs
- Discussion on Village policy and regulations for communication antennas
- Potential Text Amendment regarding pre-existing circular driveways
- Potential Text Amendment regarding the regulation of wind turbines on residential and commercial properties

POTENTIAL FUTURE DEVELOPMENTS

The following properties have been the subject of recent discussions regarding possible future development – some efforts are geared toward marketing the properties and others are considering possible plan submittals.

- *Barrington Square Town Center* – discussions are occurring with various owner consultants who are preparing marketing and financial plans to design a redevelopment plan for the former Menards area and the vacant outlots with uses appropriate in the B-2 Business District.
- *Vacant Beacon Pointe Phase 2* – discussions are occurring with both the residential and commercial owners regarding the issue of development timing related to the future Shoe Factor Road project
- *Vacant Fountain Crossings properties* – discussions continue primarily with the bank that owns 15 acres north of the Menards property.
- *Vacant parcel on Barrington Road between Golf and Bode Roads (17 acres)* – inquiries have been made regarding possible alternative land uses for this B-2 Business zoned property.
- *Vacant parcel at Ela and Algonquin Roads (40 acres)* – several inquiries have been made about this property, which is zoned R-4 One Family Residential.
- *Beverly Gravel Pit Property* – discussions are ongoing with the owner regarding potential future development projects beyond the currently proposed apartment project.
- *Various Prairie Stone Properties* – Planning staff continues to work with the Economic Development by participating in discussions with land owners and potential developers of various uses that would be appropriate in the 59/90 Entertainment District. This includes primarily properties at the intersection of Hoffman Boulevard and Route 59, and the vacant parcels to the east and west of the Sears Centre Arena. A primary goal is to find uses that complement the Arena and will attract more visitors to the area.

CONSTRUCTION INSPECTIONS AND MONITORING

Planning staff assists with landscape inspections, general project management, reviewing proposed field changes and generally overseeing the phasing of various developments. These projects are currently active.

- St. Alexius Medical Center – building and parking expansion (ongoing monitoring)
- Alexian Brothers Behavioral Health Hospital – site improvements (ongoing monitoring)
- Shree Jalaram Temple – building and parking expansion (construction started in early June)
- Heidner Retail Buildings at Barrington and Hassell Roads – (pre-construction discussions)
- 31 Golf Center, Royal Steak & Seafood Buffett - Site plan modifications along building frontage
- Dino Alex Retail Building at Golf and Roselle Roads – ongoing construction monitoring and coordination
- Hoffman Village Shopping Center – ongoing construction coordination

RESIDENTIAL SUBDIVISIONS

There are currently no active residential subdivisions being constructed. Planning staff has been actively involved in working on these projects, which are in various stages of completion.

- *Beacon Pointe Phase 1* – Subdivision has been accepted and is in the maintenance phase.
- *Beacon Pointe Drive extension* – Staff is working with Engineering to get the road and landscaping 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 have the bonding company complete all outstanding issues and finish this 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.

GENERAL ACTIVITIES

General Planning Efforts – Staff continues to work on updates and changes to the documents and processes necessary for the new Planning and Zoning Commission. Additional orientation has occurred for the commissioners at recent meetings, with specific discussions on master sign plans and site plan reviews.

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

Planning staff is continuing to work with the Transportation and Engineering Division on Canadian National Railroad improvements, including the design for a new sound wall. Planning is also assisting with discussions regarding the Hassell Road project, Tollway widening, and several bike route/path projects.

Websites – Planning staff continues to regularly update the Planning, CDBG, Census, Green, Grants, and Economic Development portions of the Village website. Upcoming efforts will involve changes related to the new Planning and Zoning Commission. Planning staff continues to create the graphics for events and 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.

Economic Development/Marketing/Promotional Items

- Planning staff continues to work with the Economic Development Division on marketing and branding for the Prairie Stone Entertainment District.
- Staff continues to participate in discussions regarding the potential new shopping promotions in the Village.
- Staff is providing significant assistance with the implementation of the Shop Local program, including development of comprehensive tools and information on the Visit Hoffman website.
- Staff has provided significant information and graphics to support the Village's efforts at the ICSC RECON 2011 Conference and continues to provide assistance for follow up items related to that event.

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 Business Recognition Program - The Green Business Recognition Program launched in early March 2011 and ten applications for recognition have been submitted. The first *Green Businesses* were announced in early July via a press release and a posting on the Village website (Green Page). An article was included in the July *Citizen* to introduce residents to the program and congratulate our *Green Businesses*. 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. The Chicago Metropolitan Agency on Planning (CMAP) plans to highlight the Village's Program on their website as an example of a green initiative being implemented in the Chicago region.

Awards and Activities - The Green Initiatives Commission members will be volunteering at the Village's August 20th Recycling Event. The Village is a semi-finalist for the 2011 Illinois Governor's Sustainability Award. If Hoffman Estates is selected as a finalist, recognition will be awarded on October 27th at a ceremony in Champaign, Illinois. On July 27th, Ashley Monroe attended a U.S. Green Building Council roundtable in Woodridge, on building sustainable communities.

2010 CENSUS

The official 2010 Village population is 51,895. This represents an increase of 2,400 residents since the 2000 Census. The Planning Division will continue to update the Village's website at www.hoffmanestates.org/census as additional 2010 Census information is released.

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 has been notified that its Program Year 6 allocation will be \$272,165, which is approximately 17% less than the previous year due to federal budget reductions. As part of the 2011 Annual Action Plan, the funds will be allocated based on Village funding priorities. Ashley Monroe attended HUD web training sessions on Section 3 requirements, project tracking in the HUD database system, and proposed changes to HUD reporting procedures.

5-Year Consolidated Plan and 2011 Annual Action Plan - Staff completed the draft five-year Consolidated Plan 2011-2015 that includes the 2011 Annual Action Plan. This Plan will address Village program goals for the next five years. A draft of the plan was posted on the CDBG webpage and presented to Committee for approval on July 25th. The Plan was sent to HUD and is being reviewed by their staff prior to the upcoming Program Year, beginning October 1st.

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 21 projects have been completed since 2006. Several households are on the current waiting list. The 2011-2012 draft agreement for NWHP's services will be brought to Committee in late August. Planning staff met with the NWHP Director to discuss possible modifications to program procedures and the agreement.

Infrastructure Improvements - Staff is working with Novotny consultants, on Phase II of the Barrington Square neighborhood lighting improvements. The Village received bids for the installation of light poles on August 15th and the proposed bid is being brought to Committee on August 22nd. This project is targeted for October 2011 construction.

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.

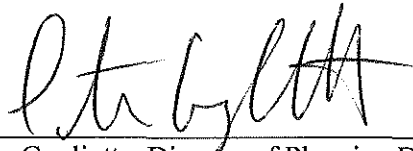
Staff continues to pursue additional rebates for current EECBG lighting projects and continues to search for and investigate new grant opportunities through a variety of sources. Quarterly federal grant reporting was completed in the month of July. The most recent expenditures of these grants was recorded in the Grant Summary provided in mid-August, 2011 and a full spreadsheet of all grants is available at www.hoffmanestates.org/grants.

Planning staff is actively assisting the Transportation Division with work on the the RTA grant for the Flexible Transit Service Operations study.

Planning staff is assisting the Transportation Division with work on the CPPW grant for bike route signs, the creation of a complete streets policy and updates to the Village subdivision and other development codes. Peter Gugliotta is participating as a member of the Steering Committee for this project.

Ashley Monroe attended two technical assistance and training webinars provided by the Department of Energy for the EECBG grant recipients to gather insight on energy data tracking and developing a strategic energy plan.

A copy of the current grant summary document is attached.



Peter Gugliotta, Director of Planning Division

Village Grant Summary Information (current as of July 2011)

ARRA Grant	Amount Received	Amount Expended	Project	Status
Energy Efficiency and Conservation Block Grant (EECBG)	\$515,100	\$319,036.93	Fund initiatives for public facilities and residents.	The Energy Assessment program continues and Code staff now BPI certified (energy certification). Parking lot lighting and Village Hall roof projects complete. All recycling containers & the hybrid vehicle purchased. Some funds drawn for staff time. All projects, including those revisions approved in January 2011, have been started.
Local Energy Assurance Planning (LEAP) Grant	\$98,556	\$3,832.30	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 meetings held. Consultants have been assessing energy usage and drafting plan.
Communities Putting Prevention to Work (CPPW)	\$48,000 plus \$10,000 supplement	\$0	Install bike route signs and complete streets policy	Bid has been awarded and signage installation started in August. Active Transportation Alliance to start review of policies in Fall 2011.
Non- ARRA Grant	Amount Allocated/ Received	Amount Expended	Project	Status
Illinois Department of Commerce and Economic Opportunity (DCEO) Energy Efficiency Incentives	\$21,319	\$21,319 (reimbursed)	Supplemental funding for multiple lighting projects funded by the Energy Efficiency and Conservation Block Grant (EECBG). The Village received its reimbursement checks totaling \$9,881 for Village Hall canopy lighting upgrade and interior Public Works project.	4 lighting projects have been completed and received reimbursement.
Firefighters Assistance Grant from FEMA	\$312,000	\$312,000	Purchase 13 Cardiac Monitors and Defibrillators.	Vendor 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	\$62,319.02	Federal funding for technology at the new EOC, including communications and video equipment.	All equipment has been purchased.
Illinois Department of Commerce and Economic Opportunity (DCEO) Construction Grants	\$1,325,000	\$1,325,000	Reimbursement funding for construction costs at Police & EOC Building, 411 W. Higgins Rd.	Village has received all five and staff is closing out the grants.
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.	Received notice of award; anticipate spending in upcoming months.
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 2010. 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 and has been submitting information to the selected consultant in preparation for the study.



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

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

Don Plass, Director of Code Enforcement

ACTIVITIES

On July 5, 2011, David Banaszynski was appointed to the McHenry County Board of Health.

On July 11, 2011, Don Plass was invited by the International Code Council (ICC) to represent Illinois Code Officials as a panelist during the ICC roll-out of their new International Green Building Code for commercial buildings.

On July 13, 2011, David Banaszynski, Don Plass, Betty Melligan and Bill Chlebik attended the IACE quarterly meeting in Elgin.

On July 25, 2011, David Banaszynski passed the Department of Homeland Security's "Basic EMS concepts for WMD Incidents".

On July 25, 2011, Don Plass attended the Illinois Energy Advisory Council meeting in Springfield, representing Illinois Code Officials on the Capital Development's Energy Council. The 2012 International Energy Conservation Code was discussed.

On July 26, 2011, David Banaszynski was accepted to be a member of the Illinois Medical Emergency Response Team (IMERT).

On July 27, 2011 Don Plass attended the Illinois Terrorism Task Force meeting in the Wheeling, MABAS headquarters as the Illinois Council of Code Administrators representative.

EMERGENCY CALL OUTS

On July 2, 2011, Don Plass was called out to 1485 Cornell Ct. for a water leak.

On July 28, 2011 Don Plass was called out to Petland at 11 Golf Center. The front windows blew out and the board up service was called.

DEMOLITION PERMITS

No demolition permits issued

CONSTRUCTION INSPECTIONS

Inspections performed:

Structural	98	Fences	9
Electrical	24	Roofing/Siding	47
Plumbing	26	Patios/Driveways	54
Mechanical	35	Decks	3
Other	3	Sheds	1

FIRE INSPECTIONS

Inspections performed:

Annual	75		
Re-inspections	53		
Business License Inspections		6	

ENERGY AUDIT TESTING

2 Energy Audit were performed

BACKFLOW TESTING

20 Backflow devices were tested

CITATIONS

Jose Rodriguez (7)
2145 Greystone
Vacant property in disrepair

Ewa Spitza
405Azalea
Vacant property in disrepair

Curt Janus
430 Morgan
Improper outside storage

Luis Munoz
190 Maricopa
Vacant property in disrepair

Protium REO 1 LP
1430 Bedford
Failure to maintain house

Miguel Luna
375 Newark
Vacant property in disrepair

Jaleh Pashazadeh
1120 Gannon
Vacant property in disrepair

Anthony Kozlowski
715 Mohave
Failure to maintain house

CODE ENFORCEMENT MONTHLY REPORT
AUGUST, 2011
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GMAC Mortgage
1135 Kingsdale
Vacant property in disrepair

Kris Kim
961 Freeman
Tall Weeds Grass

Federal National Mortgage Assoc.
540 Glendale
Debris accumulation

Kris Kim
961 Freeman
Stagnant Water

Gary Catton
1685 Bedford
Vacant property in disrepair

Cheryl Tratt
560 Geronimo
Right of way obstruction

Gloria Bergard
2060 Hilltop
Vacant property in disrepair

Mahesh Barot
1911 Brookside
Failure to maintain fence

Lourdes Carbonara
585 Lafayette
Failure to maintain exterior

Jimmy Antonopoulos
1120 Shagbark Ct.
Failure to maintain fence

Jerry Wang
1340 Dennison
Tall grass/weeds

Braulio Gregorio
1165 Valley Unit 208
Failure to maintain balcony

W. Charles Gerler
1065 Mayfield
Improper outside storage

Anilkumar Patel
1165 Valley Unit 206
Failure to maintain balcony

James Mostacci
1740 Robin Walk Unit A
Parked in posted fire lane

William Phee
1300 Old Timber
Tall weeds & grass

Hassan Rami
2020 Shepard
Failure to maintain fence

William Phee
1300 Old Timber
Stagnant Water

Kris Kim
961 Freeman
Failure to maintain pool & deck

Higgins Marathon
1300 Higgins Rd.
Failure to remove outside storage

Maury Dworkin
1225 John
Failure to remove garbage/debris

Vijay Virani
110 Des Plaines
Failure to remove dead tree

Maury Dworkin
1225 John
Failure to remove outside storage

Ali Agha
555 Harvard
Failure to maintain exterior

MULTI-FAMILY LICENSING REPORT

The Code and Fire inspections are taking place simultaneously at the various multi-family locations.

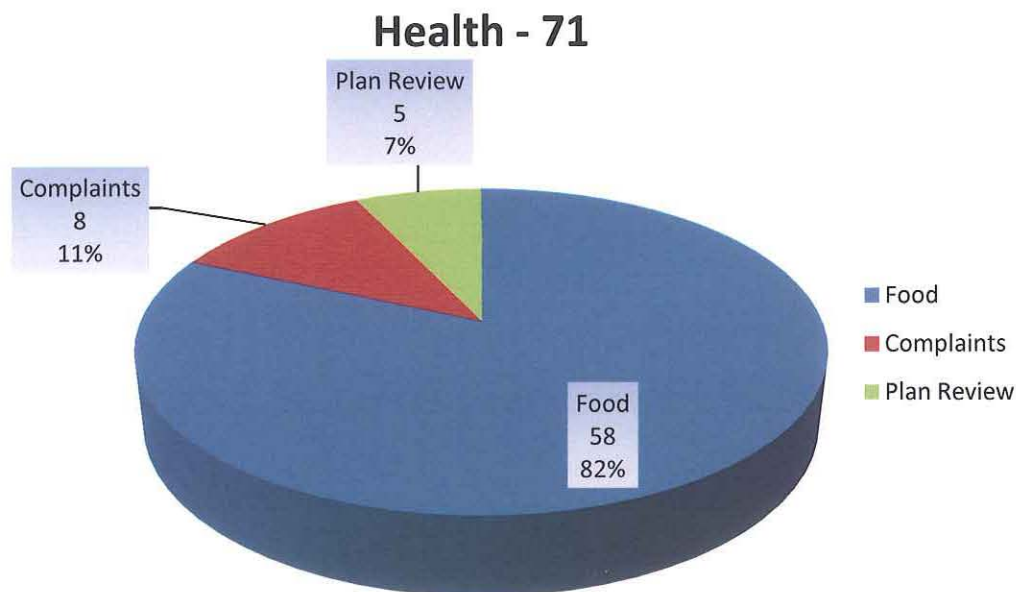
CLEAN SWEEP PROGRAM

The Clean Sweep Program was conducted on June 3, 2011. The "Clean Sweep" involves Village teams driving through single-family neighborhoods looking for the most common property maintenance issues. Owners were notified by mail if a violation was identified on their property and were given a time frame to comply. Re-inspections were started the week of July 13, 2011 and are on-going.

Total Violations Found:	569
Open Violations:	53
Complied With:	516
Citations Issued:	2

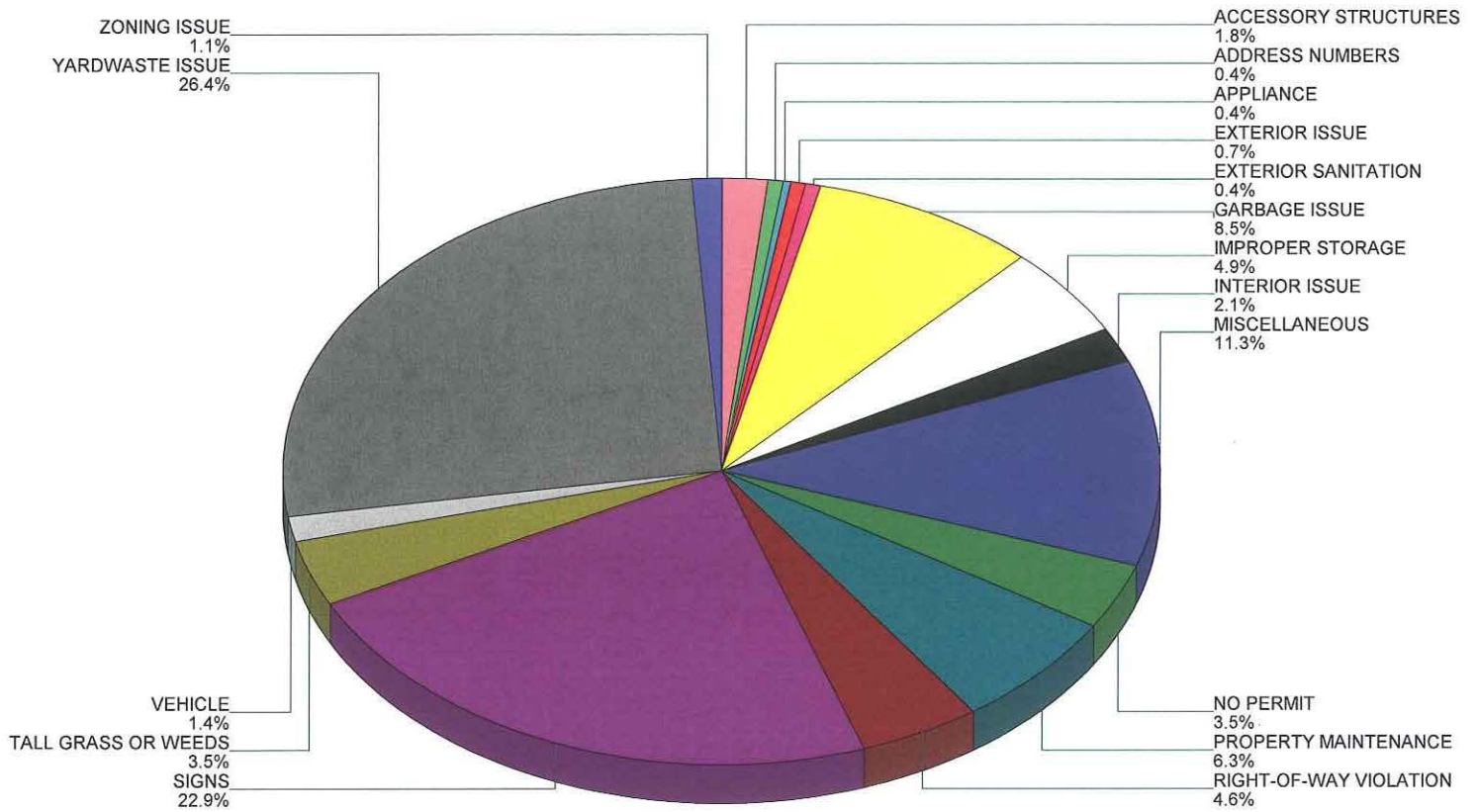
ENVIRONMENTAL HEALTH INSPECTION REPORT

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.



Activity	This Month	Year to Date
High Risk Food	3	186
Med Risk Food	1	73
Low Risk Food	54	70
Swimming Pools	0	14
Plan Review	5	21
Day Care	0	0
Complaint	8	33
Totals:	71	397

Monthly Code Violation Summary Report 7/1/2011 - 7/31/2011



Violation Type	Total
ACCESSORY STRUCTURES	5
ADDRESS NUMBERS	1
APPLIANCE	1
EXTERIOR ISSUE	2
EXTERIOR SANITATION	1
GARBAGE ISSUE	24
IMPROPER STORAGE	14
INTERIOR ISSUE	6
MISCELLANEOUS	32
NO PERMIT	10
PROPERTY MAINTENANCE	18
RIGHT-OF-WAY VIOLATION	13
SIGNS	65
TALL GRASS OR WEEDS	10
VEHICLE	4
YARDWASTE ISSUE	75
ZONING ISSUE	3
TOTAL	284

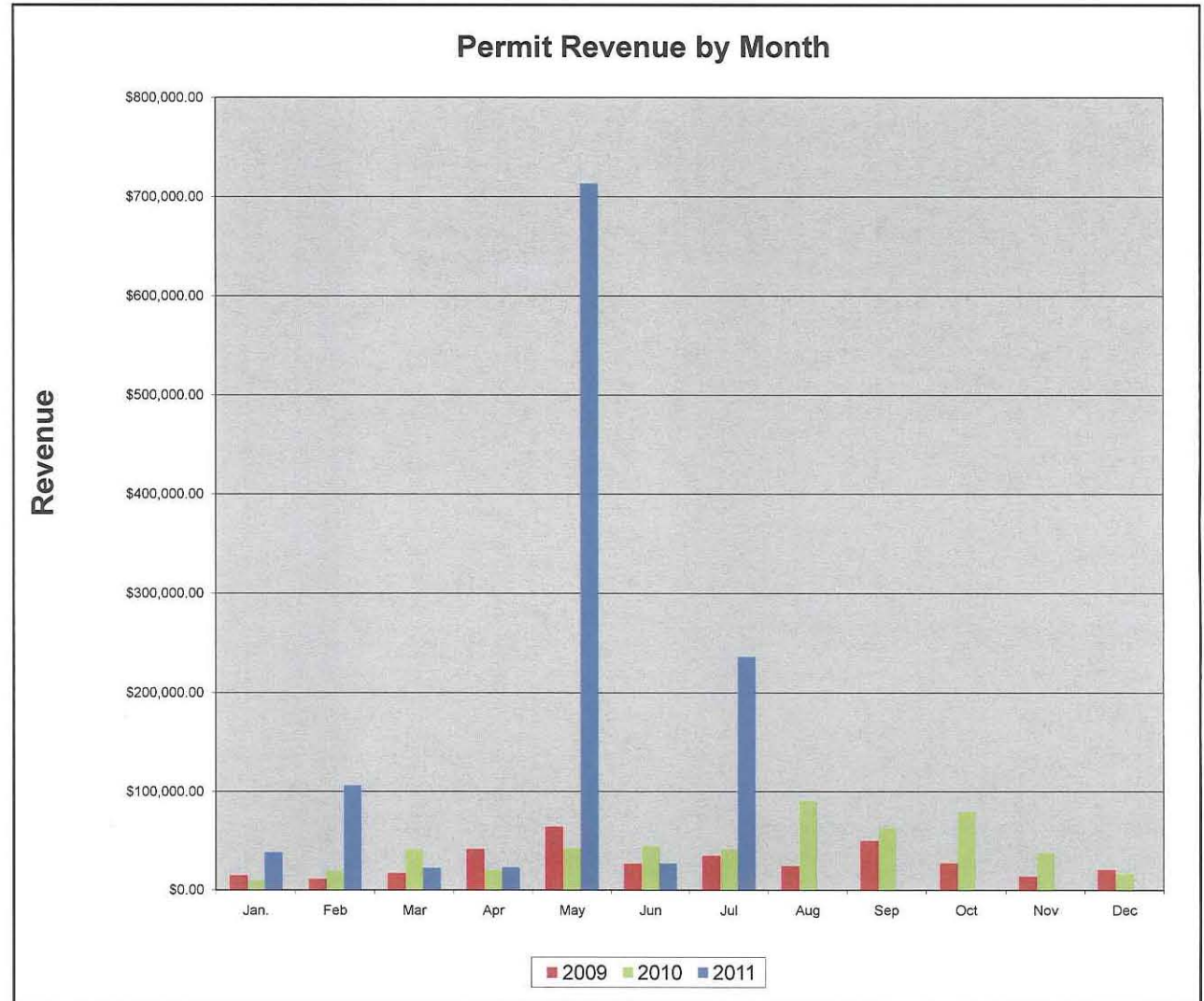
PERMIT REPORT

DESCRIPTION	2010 YEAR-TO-DATE # OF PERMITS (not including current month)	2010 JULY # OF PERMITS	2010 TOTAL YEAR-TO-DATE # OF PERMITS	2011 YEAR-TO-DATE # OF PERMITS (not including current month)	2011 JULY # OF PERMITS	2011 TOTAL YEAR-TO-DATE # OF PERMITS
Business Remodeling	42	5	47	37	6	43
Demolition	1	0	1	2	0	2
Driveways	97	38	135	82	25	107
Electrical	40	6	46	47	7	54
Fences	80	21	101	55	15	70
Mechanical	65	29	94	74	24	98
Miscellaneous Permits	85	26	111	68	18	86
Multi-Family Remodeling	2	0	2	4	0	4
New Business	0	0	0	0	0	0
Plumbing	106	13	119	127	21	148
Pools - Above Ground	9	2	11	6	0	6
Pools - In-Ground	1	0	1	0	0	0
Residential Decks	21	7	28	30	9	39
Residential Patios	63	22	85	52	10	62
Residential Garages	1	0	1	2	0	2
Residential Remodeling	49	7	56	44	10	54
Residential Sheds	26	3	29	10	5	15
Roofs/Siding	843	310	1153	329	60	389
Signs	48	10	58	42	7	49
Single Family Residences	8	1	9	1	1	2
Automatic Fire Alarms	0	0	0	23	1	24
Other Fire Suppression Systems	0	0	0	2	3	5
Fuel Storage Tanks	0	0	0	1	0	1
Hood & Duct Mechanical	0	0	0	0	0	0
Hood & Duct Suppression	0	0	0	3	0	3
Open Burns	0	0	0	3	0	3
Automatic Sprinklers	0	0	0	27	3	30
Temporary Heating	0	0	0	0	0	0
Lock Boxes	0	0	0	7	1	8
Pyrotechnic Displays	0	0	0	0	0	0
TOTALS	1587	500	2087	1078	226	1304

Permit Revenue Comparison

2011 Budget: \$550,000.00

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	\$23,549.25
May	\$64,316.18	\$42,397.85	\$713,229.70
Jun	\$26,933.37	\$44,626.83	\$27,389.90
Jul	\$34,829.98	\$41,530.49	\$236,101.48
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	\$1,168,182.10



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

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

GENERAL

- ◆ Conference call with Chicago Invitational promoter to plan new strategies to fill seats at the tournament. Idea is to determine local Chicagoland high school graduate playing on one of the tournament teams (e.g. Bradley, University of Wisconsin) and invite the high school team, parents, and alumni, to consider discount group tickets.
- ◆ Finalizing a brochure or postcard education piece for a “shop local” campaign.
- ◆ Ongoing discussion with a developer seeking development in the Village at the former Plunkett location on Golf Road. Developer has a 30 day due diligence contract with a “speculative” development. Details are not known.
- ◆ Wrote an article for the Chamber Newsletter regarding the student art in shopping center storefront windows.
- ◆ Discussion on additional gateway signs at the 59/90 entertainment and shopping area.
- ◆ Meeting with Woodfield Acura to explore their interest in expanding into the adjacent former Police station building.
- ◆ Ticket sales/sponsorship referral to the Chicago Express hockey team. Meeting with the Elgin Tourism bureau to discuss cooperative options now and in the future.

OFFICE/INDUSTRIAL

- ◆ Planning meeting for component of the Shop Local Campaign - “Passport to Adventure”, to promote shopping at local Hoffman Estates businesses.
- ◆ Working with Golden Corridor Manufacturing Group on student summer internships in manufacturing. Eleven students were placed into summer industrial internships, two in Hoffman Estate
- ◆ Numerous discussions with Jones Lang LaSalle, McShane Companies, Hamilton Partners, and Stonegate Properties about a free golf outing for brokers to help promote vacant office space.
- ◆ Ongoing communication with former Plunkett Furniture parcel about uses ranging from industrial to residential.
- ◆ Coordinating a meeting with Harper Community College and local precision toolmakers to discuss Harper creating a two year associate degree in manufacturing.
- ◆ Participation in a Planning Committee to better inform the area school superintendents about the workforce need for manufacturing workers and strategies to address that issue.

RETAIL

- ◆ Continued coordination and planning with Royal Seafood Buffet developer with building issues and a future grand opening and sales event at Golf Center.
- ◆ Coordination of staff efforts for a retail “Shop Local” campaign.
- ◆ Attempts to set up meetings with Bob Rohrman representatives to set up planning meeting regarding his acquisition of the former Saturn site.
- ◆ Meeting with the owners of the Jam property to explore options for their parcel.
- ◆ Continued discussion with vendor who created a discount card for shopping and dining for local businesses and residents.
- ◆ Follow-up with a water park developer considering the 22 acres in 59/90 previously targeted for a water park. He is searching for financing and investors.
- ◆ Continued meeting and planning for a bank location on the former Myoda property in Golf Center. Myoda easements were discussed with attorney for Foster Bank. Golf Center lender easements are being researched and discussed.
- ◆ Exploring meeting with auto dealership to determine economic feasibility for the former Police station.
- ◆ Planning for promotional ads with the Daily Herald to promote Golf Center sales and grand opening event September 17-18.
- ◆ Continued discussions with McDonald’s franchisee about possible expansion and relocation options in Hoffman Estates.
- ◆ Personal tenant calls at Golf Center.
- ◆ Discussion with broker representing a major retailer to review a location in Hoffman Estates and explore options to overcome some barriers.

TOURISM**Sears Centre Arena (SCA):**

- ◆ Continue outreach to booked events at the SCA. Hoteliers have a name/date recap of booked events. SCA added a paragraph to booking confirmations to alert SCA to the additional resource of the Tourism Office. I then follow-up with an email offering to act as a complementary housing authority, provide materials, concierge support, registration assistance and welcome activities. Attached to the initial email solicitation is a recap page of the eight hotels with direct emails for each General Manager and Director of Sales.
- ◆ Working with owners of the Chicago Slaughter to close out this year’s corporate sponsorships to ensure promised benefits are delivered.

- ◆ Big Ten Tournament. Coordinating proposed date changes to existing Big Ten hotels after Big Ten staff devised a new playing schedule that may keep greater occupancy by reversing the order of play. Met with tour/travel transportation companies to create a transportation system during the Big Ten Tournament. Meeting with Woodfield Convention and Visitors Bureau sports market specialist Melinda Garritano and Chicago Marriott Northwest contact Amanda Villareal to assign team hotels. Working with Village hotels to create fan packages to drive fan base to Hoffman Estates hotels.
- ◆ Sports Council - Working with event organizers for the Chicago Invitational Basketball Tournament taking place over Thanksgiving to help drive ticket sales. Big Ten staff will be in attendance this year to see how our arena handles basketball. Brainstorming tour buses coming in from the participating universities, cheer squad, or spirit bands competition. Tented activities outside the Arena.
- ◆ Contacted by Ala Carte Entertainment who has a division (Prime Staffing) that is interested in providing bids for the SCA food concessions when the Levy contract expires. Ala Carte has already purchased sponsorship opportunities for several of their restaurants that receive patrons anytime the SCA hosts any event.

Hotel Stakeholders and Hospitality Partners:

- ◆ Field work with hotels to ensure they were full during Willow Creek leadership Summit (August 10-11) despite dropping from the preferred website listing. Leadership Summit is one of two conferences that Willow Creek is still hosting. Two Village hotels opted to remain in the program by paying a \$250 listing fee and agreeing to pay a \$10 rebate on captured rooms at the designated conference rate. Others have been receiving guests for Leadership Summit for 10 years and still captured due to client preference.
- ◆ Hosted reception at Stonegate for all hotels in the preferred program. Hampton Inn, Hyatt Place, and Hilton Garden Inn dropped off the Stonegate website after declining to pay a \$10 rebate to Stonegate for group room blocks captured and actualized. Stonegate offered preferred partners a 5% commission on any food and beverage they may capture as a result of receiving a referral from our hotels. After lengthy discussion with Village hotels and despite our suggestion that they remain in the program for visibility with this strong demand generator, only the Comfort Inn and LaQuinta remained which allowed Schaumburg hotels requesting to be placed on the preferred listing with their agreement to pay the required rebate.
- ◆ **Fitness for America** took place during a torrential downpour that did not decrease the registered participants or their enthusiasm for the event.

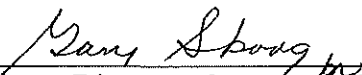
Business Retention:

- ◆ Passport to Adventure - It was decided that the Passport to Adventure would be created as a foldout insert in the Village newsletter rather than a pullout section in a newspaper with additional costs being covered by ad sales. Working with Visual Edge (same vendor that created the Visitors Guide, Shopping Guide, and previous foldout supplement to the Citizen). Design and layout will be circulated for input. Village will be separated into three distinct colored sections with I-90 being the boundary that defines the north section (blue), Barrington Road dividing the west portion (green), and the central portion will be gold. Residents will be asked to shop locally then mail in three receipts (one from each colored section of the Village) to be entered into a quarterly drawing of hotel stays, attractions, and restaurants that are seasonally changed. Working with Corporation Counsel to determine disclaimers.

- ◆ Met with Emerald Publications who are seeking to launch a bi-monthly newsletter for the Village. They suggested that this publication could replace the monthly newsletter as they provide that service for other communities.

- ◆ Contacted by Lauren Mack from Sears Holdings and invited to sit on their advisory committee. They are developing their online shopping experience beyond myGofer.com which currently allows Sears employees to shop online and have the merchandise delivered to their workstations or picked up at a local Sears or Kmart store. Expanding into LocalMarketplace.com, we have the opportunity to bring our unique retailers onto this site expanding their client base at no cost to our business. Working with the Chamber to arrange a panel discussion hosted by Newsmaker's Forum that would be a multi-Chamber event in an effort to bring retailers onto the site and participating in the program.

- ◆ Chamber of Commerce - Picked up school supplies for the Tools for Success program from various locations. Sorted supplies with the Boy Scouts at the Schaumburg Library. Ensured that Hoffman Estates schools received donations before district offices. CRC also received donations from this program.



Gary Skoog, Director of Economic Development