



AGENDA
Village Board of Trustees
Special Meeting
Village Hall
1900 Hassell Road, Hoffman Estates, IL 60169

November 10, 2025

Council Chambers

**Immediately Following General
Administration & Personnel
Committee**

1. **CALL TO ORDER/ROLL CALL**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **PUBLIC COMMENT**
4. **CONSENT AGENDA/OMNIBUS VOTE (Roll Call Vote)**
(All items under the Consent Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Trustee so requests. In that event, the discussion will be the first item of business after approval of the Consent Agenda.)
5. **ADDITIONAL BUSINESS**
 - A. Approval of a First Amended and Restated Development Agreement between the Village of Hoffman Estates and Hoffman Estates Acquisitions LLC (Bell Works Townhomes)
6. **ADJOURNMENT**

Further details and information can be found in the agenda packet attached hereto and incorporated herein and can also be viewed online at www.hoffmanestates.org and/or in person in the Village Clerk's office. The Village of Hoffman Estates complies with the Americans with Disabilities Act (ADA). For accessibility assistance, call the ADA Coordinator at 847/882-9100.



AGENDA ITEM REPORT

Village Board of Trustees
November 10, 2025
ITEM 5A

REQUEST: Approval of a First Amended and Restated Development Agreement between the Village of Hoffman Estates and Hoffman Estates Acquisitions LLC (Bell Works Townhomes)

FROM: Jennifer Horn, Director of Planning & Transportation

ITEM TYPE: Agreement - Village Board

REQUEST SUMMARY

The Bell Works Townhomes project was approved in January 2025 pursuant to a Development Agreement with the owner/developer, Hoffman Estates Acquisitions III LLC and Hoffman Estates Acquisitions IV LLC. The Development Agreement allows the project to be developed in two phases and requires completion of certain public and private improvements, as specified in the agreement, prior to release of building permits for each phase.

The owner/developer is seeking an amendment to allow issuance of building permits for Phase 1 prior to completion of all improvements specified in the original Development Agreement. Below is a summary of the proposed changes as outlined in the First Amended and Restated Development Agreement:

- **Effective Date:** Revised to November 10, 2025.
- **Updated Financial Security:** An updated letter of credit contemplating the First Amended and Restated Development Agreement shall be submitted by January 1, 2026.
- **Huntington Boulevard Sidewalk:** Shall be completed prior to issuance of permits in Phase 2 (sidewalk is currently completed adjacent to Phase 1 only).
- **Internal Street Lighting:** Lighting per phase shall be completed and operational within 60 days of the first occupancy in each phase (street light installation in Phase 1 is near completion).
- **Sanitary Sewer Extensions:** Extensions to service future development to the west shall be installed prior to final acceptance of all public and private improvements.
- **Stormwater Improvements:** Volume control improvements sufficient to serve both Phase 1 and Phase 2 shall be completed prior to issuance of permits for Phase 2 (volume control is currently complete to serve Phase 1 only).

FINANCIAL IMPACT

N/A

RECOMMENDATION

Approval of a First Amended and Restated Development Agreement between the Village of Hoffman Estates and Hoffman Estates Acquisitions LLC.

ATTACHMENTS

1. BW Development Agreement FINAL
2. BWTH Agreement Exhibits

FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF HOFFMAN ESTATES AND HOFFMAN ESTATES ACQUISITIONS LLC

THIS FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Agreement"), dated this 10th day of November, 2025 ("Effective Date"), is made by and between the VILLAGE OF HOFFMAN ESTATES, Cook County, Illinois, an Illinois municipal corporation and home rule unit of local government (the "Village"), and HOFFMAN ESTATES ACQUISITIONS III LLC, a Delaware limited liability company; and HOFFMAN ESTATES ACQUISITIONS IV LLC, a Delaware limited liability company and successor owners of record (collectively "Owner/Developer"). The Village and Developer are each hereinafter referred to as a "Party" and collectively as the "Parties".

RECITALS

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

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

WHEREAS, Owner/Developer, owns the Property legally described on Exhibit A to this Agreement ("Residential Site"); and

WHEREAS, the Parties desire that development of the Residential Site occur as soon as practicable; and

WHEREAS, Owner/Developer has agreed to redevelop the site in accordance with the Residential Site Plan Ordinance ("Residential Site Plan") approved by the Village on January 20, 2025, attached hereto and incorporated herein as Exhibit B and made a part hereof; and

WHEREAS, Owner/Developer and Village entered into a Development Agreement dated January 20, 2025; and

WHEREAS, it is necessary for the successful initiation and completion of the Project (as defined herein) that the Village enter into this Agreement with the Owner/Developer to provide for the development of the Property and construction of the Project, thereby implementing and bringing to completion the Plan; and

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

I. Recitals.

The foregoing recitals and the findings therein are material to this Agreement and are hereby incorporated into this Agreement as if fully set forth herein.

II. Exhibits

All work contemplated herein shall be performed in accordance with the Village Code, Village building and development standards, and the Development Documents (as defined in the Village Code) including but not limited to all approved plans and the following Exhibits:

Exhibit A Legal Description of the Residential Site

Exhibit B Site Plan Ordinance

Exhibit C Site Improvement Phasing

All Exhibits are incorporated herein and made part hereof by reference.

III. Commencement and Completion of Work.

This Development Agreement became effective on January 20, 2025.

The Work contemplated in this Agreement must commence by April 18, 2025; Phase 1 in section V(1) below be completed within eighteen months thereafter; and Phase 2 work in Section V(2) below to be completed within twenty-four months after the completion of the Phase 1 work, unless an extension is agreed to in writing by the Village. Failure to complete the Work contemplated in this Agreement within the time constraints herein shall be considered a violation of the Agreement.

IV. Owner/Developer Obligations.

The Owner/Developer shall construct such public improvements and private improvements for the benefit of the public required for the Residential Site as laid out in the Development Documents.

Owner/Developer shall comply with the Village Code, Village construction and development standards, and the Development Documents.

Owner/Developer shall pay all water, sewer and other utility fees which are related to the increased development of the Residential Site.

Owner/Developer shall be subject to all Village imposed impact fees related to the Residential Site.

The Owner/Developer and any successor Owners or Developers shall be joint and severally liable for all obligations contained herein.

V. Phasing of Improvements and Permits

Building permits for the residential construction shall only be issued upon completion of the following sequence of improvement construction:

1. Items shall be completed to the satisfaction of the Village Engineer, in his sole discretion, prior to issuance of the first building permit within Phase 1:
 - a. Stormwater improvements (including volume control for Phase 1)
 - b. Storm, sanitary, water utilities within Phase 1 excluding sanitary sewer extensions planned to service future development
 - c. Internal roadways (except surface course and alleys) as shown in Exhibit C and sidewalks within Phase 1
 - d. Huntington Blvd. capacity improvements, including temporary pavement markings (excluding surface course)
 - e. Huntington Blvd. sidewalk for Phase 1
 - f. Lohan Way improvements (excluding resurfacing) sidewalk and crosswalks and ramps between the north side of the east-west spine road and Center Drive.
 - g. All internal lighting for Phase 1 installed per Village Code Section 10-3-4-F
2. Only upon completion of the items listed in Section 1 above, the following items shall be completed to the satisfaction of the Village Engineer, in his sole discretion, prior to issuance of the first building permit within Phase 2:
 - a. Stormwater improvements (with volume control sufficient for Phase 1 and 2)
 - b. Storm, sanitary, water utilities within Phase 2
 - c. Internal roadways (except surface course and alleys) as shown in Exhibit C, and sidewalks within Phase 2
 - d. Lakewood Blvd. path between the west side of Lohan Way and Huntington Blvd
 - e. Lakewood Blvd. / Huntington Blvd. intersection pedestrian improvements
 - f. Center Drive upgrades including lighting, roundabout, pedestrian and bike improvements as included in approved Development Documents
 - g. Huntington Blvd. sidewalk final extension
 - h. Huntington Blvd. improvements (final surface course)
 - i. Internal roadways (final surface course) within Phase 1
 - j. Lohan Way improvements (excluding resurfacing), sidewalk and crosswalks north of the east-west spine road to Lakewood Blvd
 - k. East surface lot (west of Lohan Way) pedestrian improvements between Lohan Way and East Drive, including ADA accessibility for entirety of east-west pedestrian path, lighting upgrades, property maintenance addressed, and closure of parking lot to vehicular traffic
 - l. All internal lighting installed per Village Code Section 10-4-3-F for Phase 2
3. Only upon completion of the items listed in Sections 1 and 2 above, the following items shall be completed to the satisfaction of the Village Engineer, in his sole discretion, prior to final acceptance:
 - a. Internal roadways (final surface course) within Phase 2

- b. Sanitary sewer extensions planned to service future development
- c. Resurfacing and striping of Lohan Way
- d. Lots 169 and 170 (0.43 acres) deeded to the Hoffman Estates Park District. Transfer of the lots must be completed by deed and in compliance with section 10-9-2 of the Village Code (as outlined in a separate agreement between Inspired by Somerset Development and the Hoffman Estates Park District)
- e. Cash contribution paid to the Hoffman Estates Park District (as outlined in a separate agreement between Inspired by Somerset Development and the Hoffman Estates Park District)

For the purposes of the construction of public improvements and private improvements for the benefit of the public Phase 2 shall not commence prior to completion of Phase 1.

VI. Financial Security

Prior to the commencement of any work, the Owner/Developer shall post financial security for the completion of public improvements and private improvements for the benefit of the public in the amount of one million, five hundred-thousand dollars (\$1,500,000.00). At no time shall the amount of financial security held by the Village be less than one million, five hundred-thousand dollars (\$1,500,000.00). Upon final acceptance of all public improvements, the financial security may be reduced to \$400,000 for a 12-month maintenance guarantee period.

The financial security shall be provided by a financial institution reasonably acceptable to the Village and in such form as reasonably required by the Village.

Failure to comply with the Development Documents and the timeline for completion outlined above shall be a breach of this Agreement and shall result in the forfeiture of the financial security to the Village in such amounts as required by the Village to complete the work described herein.

Failure to complete Phase 1 lighting by February 15, 2026, shall result in the forfeiture of financial security to the Village in such amounts as required by the Village to complete the work described herein.

Failure to complete the Huntington Blvd. sidewalk for Phase 1 and Phase 2, sanitary sewer extensions planned to service future development, and any other improvements listed in this Development Documents deemed by the Village Engineer to be necessary for the completion of Phase 1 regardless of the commencement of Phase 2 shall result in the forfeiture of financial security to the Village in such amounts as required by the Village to complete the work described herein.

The Parties agree that Owner/Developer shall provide Village with an updated letter of credit referencing the effective date of this First Amended and Restated Development Agreement in addition to the Development Agreement dated January 20, 2025, no later than January 1, 2026. In the event an updated letter of credit or other financial security acceptable to the Village is not delivered by that date, this Agreement shall be considered a breach of this Agreement.

VII. Backup Special Service Area

The Owner/Developer shall waive all objections to a backup Special Service Area which shall cover the public and private improvements for the benefit of the public outlined herein. The executed waiver of objection form shall be delivered to the Village as required by the Village.

The backup special service area shall be the levy of an annual *ad valorem* tax based upon the whole equalized assessed value on each parcel of property in the proposed Special Service Area by the Village, sufficient to produce revenues to provide the for the maintenance and repair of the public improvements and private improvements for the benefit of the public "Services". The Initial Tax will be imposed when the need arises to provide needed Services. The initial amount of taxes to be levied within the proposed Special Service Area shall be \$50,000.00. The maximum rate of taxes to be extended within the proposed Special Service Area in any year thereafter shall not exceed one percent (1%, being \$1.00 for every \$100.00) of the whole equalized assessed value of the property within the proposed Special Service Area. Said taxes shall be imposed for an indefinite period of time after the date of the ordinance establishing the proposed Special Service Area. Said taxes shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Illinois Property Tax Code. Notwithstanding the foregoing, taxes shall not be levied hereunder and said Area shall be "dormant," and shall take effect only if the Owner/Developer fails to maintain, repair or replace the improvements.

VIII. Costs

All development costs related to the development project shall be borne by the Owner/Developer.

Owner/Developer will comply with Section 1-1-13 of the Hoffman Estates Village Code by posting a \$10,000 deposit prior to the commencement of any site work.

IX. Assignability, Successor Owners and or Developers

This Agreement is assignable to any fee title owner of record of the Residential Site without the Village's consent. Otherwise, any assignment of this Agreement must obtain the Village's consent, which consent shall not be unreasonably withheld, conditioned or delayed.

This Agreement shall run with the land and shall be recorded with the Cook County Recorder of Deeds. Any duties, obligations and rights contained herein shall be imposed on any successor, assignee, or future owners or developers of the Residential Site.

X. Owner/Developer's Representations and Warranties.

The Owner/Developer represents and warrants that:

- a. They are duly organized and validly existing Limited Liability Companies under the laws of the State of Delaware, and duly authorized to conduct business in the State of Illinois. The Owner/Developer has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement and this Agreement has

been duly executed and delivered by authorized members of the Owner/Developer and is legally binding upon and enforceable against the Owner/Developer in accordance with its terms.

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

c. The Property is subject to an AMENDED AND RESTATED CONSTRUCTION MORTGAGTE, SECURITY AGREEMENT, FIXTURE FILING, AND ASSIGNMENT OF LEASES AND RENTS recorded on April 29, 2025, by the Cook County Clerk as Document No. 2511907013 and that said mortgage is held by CIBC Bank USA.

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

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

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

XI. Village Representations and Warranties

The Village represents and warrants that:

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

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

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

XII. Entire Agreement; Successors and Assigns; Amendments

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

XIII. Governing Law; Partial Invalidity

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

XIV. Notices

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

If to the Owner/Developer: Ralph Zucker
Somerset Development
101 Crawfords Comer Road
Holmdel, NJ 07733

If to the Village: Village Manager
1900 Hassell Road
Hoffman Estates, IL 60169

XV. Village's Representative Not Individually Liable

No member, official, or employee of the Village shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the Village or for any amount which may become due to the Developer or successor or on any obligation under the terms of this Agreement.

XVI. Municipal Limitation

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

XVII. Costs

All development costs related to the development project shall be borne by the Owner/Developer. Owner/Developer must comply with Village Code Section 1-1-13.

XVIII. No Joint Venture

Nothing contained in this Agreement is intended by the Parties to create a joint venture between the Parties. It is understood and agreed that this Agreement does not provide for the joint exercise by the Parties of any activity, function or service, nor does it create a joint enterprise, nor does it constitute either Party as an agent of the other for any purpose whatsoever.

XIX. Counterparts

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

XX. Authority to Execute

Each Party to this Agreement warrants and represents that its signatory to this Agreement is a duly authorized representative of that Party, with full power and authority to agree to this Agreement, and all terms herein, on behalf of that Party.

XXI. Jury Trial Waiver

Each Party irrevocably waives its right to a jury trial in any action or proceeding arising out of or relating to this Agreement or the transactions relating to its subject matter.

XXII. Force Majeure

Either Party's timely performance under this Agreement shall be excused and no Party shall be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for the payment of money) when and to the extent such failure or delay is caused by or results from: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) inclement weather; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (e) government order or law; (f) shortage or stoppage of labor, materials or equipment; and (g) other similar events beyond the reasonable control of the Party affected.

XXIII. Prior Agreement

To the extent the Residential Site is subject to that certain Redevelopment Agreement with the Village dated January 28, 2019 ("RDA"), nothing in this Agreement shall delete, amend, alter, modify or nullify any of the terms of the RDA. Only as it relates to the Residential Site, in the event there is a direct conflict between the terms of this Agreement and the terms of the RDA, the terms of this Agreement shall control over the terms of the RDA.

[signature pages to immediately follow]

[remainder of page intentionally left blank]

IN WITNESS WHEREFORE, the Village has executed this Agreement on the day and date stated hereinabove.

THE VILLAGE OF HOFFMAN ESTATES

By: _____
William D. McLeod
Mayor

Attest: _____
Patty Richter
Village Clerk

IN WITNESS WHEREFORE, the Owner/Developer has executed this Agreement on the day and date stated hereinabove.

HOFFMAN ESTATES ACQUISITIONS III LLC

a Delaware limited liability company

By: _____

Name: _____

Title: _____

HOFFMAN ESTATES ACQUISITIONS IV LLC

a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF RESIDENTIAL SITE BELL WORKS TOWNHOMES

LOTS 1 AND 5 THROUGH 170 IN THE FINAL PLAT OF BELLWORKS SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 9TH, 2023 AS DOCUMENT NUMBER 2322115008, IN COOK COUNTY, ILLINOIS, AND REVISED AND RECORDED ON OCTOBER 12, 2023 AS DOCUMENT NUMBER 2328515037, IN COOK COUNTY, ILLINOIS.

Common Address: 1705 Lakewood Blvd.

PINs:

01-36-404-001-0000 thru 01-36-404-168-0000 (consecutive)

EXHIBIT B

ORDINANCE NO. 5147 - 2025

VILLAGE OF HOFFMAN ESTATES AN ORDINANCE GRANTING SITE PLAN AMENDMENT FOR BELL WORKS TOWNHOMES LOCATED AT 1705 LAKEWOOD BOULEVARD

WHEREAS, on February 6, 2023, the Corporate Authorities approved Ordinance 4999-2023 granting Preliminary and Final Site Plan for Bell Works Townhomes located at 1705 Lakewood Boulevard and shown on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, on August 5, 2024, the Corporate Authorities approved Ordinance 5112-2024 granting Site Plan Amendment for Bell Works Townhomes located at 1705 Lakewood Boulevard; and

WHEREAS, the owner of property described on Exhibit A, Hoffman Estates Acquisitions III LLC and Hoffman Estates Acquisitions IV LLC, has requested Site Plan Amendment approval to modify conditions of approval as part of Ordinance 5112-2024; and

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

Section 1: Site Plan Amendment is hereby granted for Bell Works Townhomes, located at 1705 Lakewood Boulevard, subject to the following conditions:

1. The project shall be constructed as outlined in approved Development Agreement with Hoffman Estates Acquisitions III LLC and Hoffman Estates Acquisitions IV LLC for the Bell Works Townhome development, as may be amended from time to time (the "Development Agreement").
2. A waiver from Section 10-7-1-B-1 of the Municipal Code is granted. Financial security for the development shall be provided in the form and amount as outlined in the Development Agreement.
3. The following documents and plans are hereby approved and constitute the final site plan amendment approval for the project:
 - a. Improvement Plans updated through 7/8/2024.
 - b. Elevations dated 4/11/24.
 - c. Architectural renderings dated 2/5/24.
4. The owner shall finalize and record the Homeowners Association Declarations and Declaration of Easement and Cost Sharing prior to issuance of the first certificate of occupancy for the development.
5. Acceptance of all public improvements shall follow procedures outlined in the Development Agreement.
6. The owner shall donate lots 169 and 170 (0.43 acres) and pay a cash contribution to the Hoffman Estates Park District as outlined in an agreement between the two parties. Transfer of the lots must be completed by deed and in compliance with Section 10-9-2 of the Village Code prior to final acceptance of public improvements for the development.
7. The owner shall work with the US Post office to ensure proper placement of mailboxes on site if they are required to be relocated from current locations shown on plans. Other site adjustments shall be made as directed by Village staff if mailboxes are relocated.
8. The owner acknowledges that no building permits on the west side of the main building (2000 Center Drive), excluding the basement level, will be issued until site plan approval is granted for the west side, including but not limited to the following elements:
 - a. Pedestrian and bicycle accommodations throughout entire site (i.e. new internal sidewalks, modifications to existing sidewalks to meet ADA standards for width and ramp locations, shared use path along Lakewood Blvd., new bike lanes) as outlined in the approved Pedestrian and Bike Plan for Bell Works.
 - b. West parking garage and surface lot upgrades including ADA accessibility, pedestrian accessibility, lighting, general property maintenance throughout parking areas.
 - c. Lighting improvements for entirety of the west side in conformance with approved Master Lighting Plan for Bell Works.
9. The following conditions relate to the site construction:
 - a. A pre-construction meeting shall be conducted with the Village staff prior to construction commencing.
 - b. A master building permit set must be approved by the Village prior to issuance of building permits for any townhome building.
 - c. Fire Department and emergency access to the property shall be maintained at all times. Petitioner shall make any adjustments on the site as needed for access as per direction by the Village.
 - d. In accordance with Village Code, construction hours shall be limited to 7 a.m. to 7 p.m. Monday through Friday, and 8 a.m. to 6 p.m. Saturday and Sunday.

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

Section 5: This Ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS 20th day of January, 2025

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	<u>X</u>	_____	_____	_____
Trustee Anna Newell	<u>X</u>	_____	_____	_____
Trustee Gary J. Pilafas	<u>X</u>	_____	_____	_____
Trustee Gary G. Stanton	<u>X</u>	_____	_____	_____
Trustee Karen Arnet	<u>X</u>	_____	_____	_____
Trustee Patrick Kinnane	<u>X</u>	_____	_____	_____
Mayor William D. McLeod	<u>X</u>	_____	_____	_____

APPROVED THIS 20th DAY OF January 2025

William D. McLeod
Village President

ATTEST:

Dotty Guel
Village Clerk

Published in pamphlet form this 22nd day of January 2025.

Exhibit A

Bell Works Townhomes

Site Plan Amendment



0 0.05 0.1 0.2 Miles

EXHIBIT C

Bell Works Townhomes Permit Phasing Exhibit

