AGENDA

Planning, Building & Zoning Committee

Regular Meeting
Village Hall
1900 Hassell Road, Hoffman Estates, IL 60169

May 12, 2025	**Council Chambers**	**Immediately Following Transportation & Road Improvement Committee**

1. **CALL TO ORDER/ROLL CALL**

2. **APPROVAL OF MINUTES**

   A. Planning, Building & Zoning Committee 04-14-2025

3. **PUBLIC COMMENT**

4. **NEW BUSINESS**

   A. Approval of an Ordinance proposing the establishment of a Special Service Area in the Village of Hoffman Estates, Illinois and providing for a public hearing and other related procedures - Special Service Area 2025-1 (Kensington Fields)

   B. Approval of:

      a. the termination of the CDBG-CV Agreement with North West Housing Partnership (NWHP) for the Utility and/or Rental Assistance Project; and
      b. a CDBG-CV Agreement with Clearbrook for HVAC replacements at 1260 W. Higgins Road.

5. **REPORTS**

   A. Planning Division Monthly Report

   B. Code Enforcement Division Monthly Report

   C. Economic Development and Tourism Monthly Report

6. **PRESIDENT'S REPORT**

7. **ITEMS IN REVIEW**

8. **OTHER**

9. **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.

Village of Hoffman Estates

PLANNING, BUILDING & ZONING COMMITTEE MEETING MINUTES **April 14, 2025**

1. ROLL CALL

Members in Attendance:

Gary Stanton, Chair
Karen Arnet, Vice-Chair
Patrick Kinnane, Trustee
Karen Mills, Trustee
Anna Newell, Trustee
Gary Pilafas, Trustee
Mayor William D. McLeod

Management Team Members in Attendance:

Eric Palm, Village Manager
Dan O'Malley, Deputy Village Manager
Arthur Janura, Corporation Counsel
Jon Pape, Assistant Village Manager
Patrick Seger, Director of HRM
Peter Gugliotta, Director of Dev. Services
Alan Wenderski, Director of Engineering
Bryan Ackerlund, Director of Code Enf.
Kevin Kramer, Director of Econ. Dev.
Kasia Cawley, Police Chief
Patty Richter, Village Clerk
Jennifer Horn, Director of Planning & Trans.
Ric Signorella, Multimedia Production Mgr.

The Planning, Building & Zoning Committee meeting was called to order at 7:04 p.m.

2. APPROVAL OF MINUTES

Motion by Trustee Pilafas, seconded by Trustee Arnet, to approve the Planning, Building & Zoning Committee meeting minutes of March 10, 2025. Voice vote taken. All ayes. Motion carried.

3. PUBLIC COMMENT

4. NEW BUSINESS

A. Authorization to award a contract for construction observation of the Village Green concessions and restrooms project to Tria Architecture of Burr Ridge, IL, in an amount not to exceed $98,500.

An item summary sheet from Bryan Ackerlund was presented to Committee.

Bryan Ackerlund addressed the Committee and reported that this project is set to begin after the Platzkonzert in September. Staff engaged Tria Architecture to develop a cost-effective approach which would benefit the Village, while allowing staff to play a key role in the overall management of the project. Tria's scope allows staff to play a significant role in the project management while Tria will review all requests for information, conduct in-person pre-construction meetings and conduct extra OAC meetings over the months leading up to construction.

Motion by Trustee Pilafas, seconded by Trustee Arnet, to award a contract for construction observation of the Village Green concessions and restrooms project to Tria Architecture, Burr Ridge, IL, in an amount not to exceed $98,500. Voice vote taken. All ayes. Motion carried.

B. Approval of Barrington Square Town Center TIF Reimbursement Request #9 in the amount of $2,036,687.53.

An item summary sheet from Kevin Kramer and Matthew Galloway was presented to Committee.

Motion by Trustee Pilafas, seconded by Trustee Arnet, to approve the Barrington Square Town Center TIF Reimbursement Request #9 in the amount of $2,036,687.53. Voice vote taken. All ayes. Motion carried.

5. REPORTS (INFORMATION ONLY)

A. Department of Development Services monthly report for Planning Division.

The Department of Development Services monthly report for Planning Division was received and filed.

B. Department of Development Services monthly report for Code Enforcement Division.

The Department of Development Services monthly report for Code Enforcement Division was received and filed.

C. Department of Development Services monthly report for Economic Development and Tourism.

Trustee Stanton requested the status of the Belle Tire project. Staff will report back to him.

The Department of Development Services monthly report for Economic Development and Tourism was received and filed.

6. PRESIDENT'S REPORT

Mayor provided a report on his activities last week including a NWMC Executive Committee meeting, the Advocate Outpatient Clinic ribbon cutting, McArthur School science fair judging, a Sister Cities meeting as well as a 4th of July Commission meeting.

7. ITEMS IN REVIEW
8. OTHER
9. ADJOURNMENT

Motion by Trustee Pilafas, seconded by Trustee Kinnane, to adjourn the meeting at 7:12 pm. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

________________________________ ________________________________
Debbie Schoop, Executive Assistant Date

AGENDA ITEM REPORT
Planning, Building & Zoning Committee
May 12, 2025
ITEM 4A

REQUEST:	Approval of an Ordinance proposing the establishment of a Special Service Area in the Village of Hoffman Estates, Illinois and providing for a public hearing and other related procedures - Special Service Area 2025-1 (Kensington Fields)
FROM:	Jana Dickson, Assistant Corporation Counsel James Donahue, Senior Planner
ITEM TYPE:	Ordinance - Committee

REQUEST SUMMARY

On October 7, 2024, the Village Board approved Ordinance 5116-2024, granting approval of Kensington Fields, a 69-unit townhome development located at 1950 Hassell Road. Stormwater improvements serving the development will be constructed on outlots to be owned and maintained by the Homeowners Association.

As a condition of approval of Ordinance 5116-2024, a Special Service Area (SSA) must be established prior to the issuance of the first building permit. The initial amount of taxes to be levied within the proposed SSA 2025-1 shall be a maximum of $100,000.00. The maximum rate of taxes to be extended within the proposed SSA 2025-1 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 SSA 2025-1. ***SSA 2025-1 shall be "dormant" and only take effect and taxes levied if the Homeowners Association or owner(s) fails to maintain, repair or replace the stormwater improvements.***

A public hearing on the establishment of SSA 2025-1 shall be held on July 21, 2025. Prior to the hearing, the Village will send the required notice to taxpayers of record (Pulte Homes) within the proposed SSA and will publish notice of the public hearing in a newspaper of general circulation pursuant to the requirements of the Special Service Area Tax Law. After final adjournment of the public hearing, the Village Board may pass an ordinance establishing Special Service Area 2025-1, which will only take effect after a 60-day objection period, provided that the objection threshold is not met.

FINANCIAL IMPACT

N/A

RECOMMENDATION

Approval of an Ordinance proposing the establishment of a Special Service Area in the Village of Hoffman Estates, Illinois, and providing for a public hearing and other related procedures for Special Service Area 2025-1 (Kensington Fields).

ATTACHMENTS

1. Kensington Fields Ordinance - Call for Hearing

ORDINANCE NO. ____________ - 2025

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE PROPOSING THE ESTABLISHMENT OF A SPECIAL SERVICE AREA IN THE VILLAGE OF HOFFMAN ESTATES, ILLINOIS AND PROVIDING FOR A PUBLIC HEARING AND OTHER RELATED PROCEDURES
Special Service Area 2025-1
(Kensington Fields)

WHEREAS, the Village of Hoffman Estates, Cook County, Illinois (the "Village") is a home rule municipality within Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, pursuant to the power granted to the Village in item (2) of subsection (l) of Section 6 of Article VII of the 1970 Constitution of the State of Illinois and pursuant to the provisions of the Illinois Special Service Area Tax Law, 35 ILCS 200/27-5 et seq. (the "Tax Law"), the Village is authorized to create special service areas in and for the Village and to levy taxes in order to pay for the provision of special services to said special service areas within the boundaries of the Village; and

WHEREAS, on October 7, 2024; the President and Board of Trustees of the Village approved Ordinance 5116-2024 which granted an amendment to the Poplar Creek RPD General Plan of Development, Preliminary and Final Plat of Subdivision, Preliminary and Final Site Plan, Master Sign Plan, and a Variation from the Municipal Code for Kensington Fields townhomes located at 1950 Hassell Road, Hoffman Estates, Illinois; approval of which included a condition requiring the establishment of a Special Service Area prior to the issuance of the first building permit; and

WHEREAS, the Area is accurately depicted on the map marked as Exhibit 2 which is attached hereto and made a part hereof; and

WHEREAS, it is in the public interest that the President and Board of Trustees of the Village consider the establishment of a special service area to provide the Services for the Area; and

WHEREAS, the Area is compact and contiguous, and totally within the corporate limits of the Village; and

WHEREAS, the provision of the Services pertains to the government and affairs of the Village; and

WHEREAS, the Area will benefit specially from the Services to be provided in the event the special service area is established, and the Services are unique and in addition to the municipal services provided generally throughout the Village, and it is, therefore, in the best interests of the Village that the establishment of the Area be considered; and

WHEREAS, it is in the public interest that levy of a direct annual *ad valorem* tax upon all taxable property within the Area being considered for the purpose of paying the cost of providing the Services; and

WHEREAS, the revenue from such tax shall be used solely and only for Services for which the Village is authorized under the provisions of the Illinois Municipal Code, as amended, to levy taxes or special assessments or to appropriate the funds of the Village, all of the Services to be in and for the Area and all of the necessary Services to be on property now owned or to be acquired by the Village, or property in which the Village will obtain an interest sufficient for the provision of the Services used for the special service area and all of the necessary construction.

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: Incorporation of Preambles. The preambles of this ordinance constitute legislative findings and are hereby incorporated into this text as if set out herein in full.

Section 2: Findings. The President and Board of Trustees of the Village of Hoffman Estates make the following findings of fact:

A. The approximate location is the 13.39-acre property along Hassell Rd with a common address of 1950 Hassell Rd. The legal description, common address, and Property Identification number for the property which will comprise the Special Service Area 2025-1 (hereinafter "Area") is attached hereto as Exhibit 1.

B. It is in the public interest that the President an Board of Trustees of the Village consider the establishment of a special service area to provide the Services for the Area.

C. The Area is compact and contiguous, and totally within the corporate limits of the Village as evidenced by the proposed map of Special Service Area 2025-1 attached hereto as Exhibit 2.

D. The provision of the Services pertains to the government and affairs of the Village.

E. The proposed Services are for maintenance and other purposes as set forth in the preambles.

F. The Area will benefit specially from the Services to be provided in the event the special service area is established, and the Services are unique and in addition to the municipal services provided generally throughout the Village, and it is, therefore, in the best interests of the Village that the establishment of the Area be considered.

G. It is in the public interest that levy of a direct annual *ad valorem* tax upon all taxable property within the Area be considered for the purpose of paying the cost of providing the Services.

H. The revenue from such tax shall be used solely and only for Services for which the Village is authorized under the provisions of the Illinois Municipal Code, as amended, to levy taxes or special assessments or to appropriate the funds of the Village, all of the Services to be in and for the Area and all of the necessary Services to be on property now owned or to be acquired by the Village, or property in which the Village will obtain an interest sufficient for the provision of the Services used for the special service area and all of the necessary construction.

Section 3: Proposal. The Village hereby proposes the establishment of a special service area for the Area to be known as "Special Service Area 2025-1" for the purpose of providing the Services and providing funding for the costs incurred by the Village in connection with said Services.

Section 4: Public Hearing. A public hearing shall be held on the 21st day of July 2025, at 6:55 p.m. or as soon thereafter as possible, at the Village Hall for the Village of Hoffman Estates, Cook County, Illinois, 1900 Hassell Road, Hoffman Estates, IL 60169 (the "Hearing"), to consider the following:

A. The establishment of Special Service Area 2025-1 of the Village of Hoffman Estates in the Area which is legally described in Exhibit 1 and depicted on the map marked Exhibit 2.

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 2025-1 by the Village, sufficient to produce revenues to provide the Services. 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 2025-1 shall be $100,000.00. 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 2025-1." Said taxes shall be imposed for an indefinite period of time after the date of the ordinance establishing the proposed Special Service Area 2025-1. 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 owners association or property owner(s) fails to maintain, repair or replace the stormwater improvements.

Section 5: Notice of the Hearing. The Village Clerk is directed to provide notice of the public hearing ("Notice") in accordance with the requirements of Section 27-25 of 35 ILCS 200, aforesaid, and this Ordinance.

A. Form of Notice. The Notice shall be substantially in the form of Exhibit 3 attached hereto and made a part hereof.

B. Manner of Notice. The Notice shall be given by publication and mailing.

1. Notice by publication shall be given by publication at least once not less than fifteen (15) days prior to the hearing in a newspaper of general circulation within the Village.

2. Notice by mailing shall be given by depositing the notice in the United States mails addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the proposed special service area. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property. The notice shall be mailed not less than 10 days prior to the time set for the public hearing.

Section 6: Conduct of Hearing. At the public hearing, any interested person, including all persons owning taxable property located within the proposed special service area, may file with the Village Clerk written objections to and may be heard orally in respect to any issues embodied in the notice of public hearing. The Village shall hear and determine all protests and objections at the hearing and the hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place it will reconvene. At the public hearing or at the first regular meeting of the corporate authorities thereafter, the Village may delete area from the proposed special service area so long as it remains a contiguous area as defined in Section 27-5 of the Tax Law.

Section 7: Objection Petition. If a petition signed by at least 51% of the electors residing within the proposed Special Service Area 2025-1 and by at least 51% of the owners of record of the land included within the boundaries of the proposed Special Service Area 2025-1 is filed with the Village Clerk within 60 days following the final adjournment of the public hearing objecting to the creation of the proposed Special Service Area 2025-1, the enlargement thereof, the levy or imposition of a tax for the provision of special services to the proposed Special Service Area 2025-1, then the proposed Special Service Area 2025-1 shall not be created or enlarged, or the tax shall not be levied or imposed. Each resident of the proposed Special Service Area 2025-1 registered to vote at the time of the public hearing held with regard to the proposed Special Service Area 2025-1 shall be considered an elector. Each person in whose name legal title to land included within the boundaries of the proposed Special Service Area 2025-1 is held according to the records of the county in which the land is located shall be considered an owner of record. Owners of record shall be determined at the time of the public hearing held with regard to proposed Special Service Area 2025-1. Land owned in the name of a land trust, corporation, estate or partnership shall be considered to have a single owner of record.

Section 8: Effective Date. This Ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS ________ day of _________________, 2025

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____
Trustee Gary G. Stanton	_____	_____	_____	_____
Trustee Karen Arnet	_____	_____	_____	_____
Trustee Patrick Kinnane	_____	_____	_____	_____
President William D. McLeod	_____	_____	_____	_____

APPROVED THIS ______ DAY OF _______________, 2025

____
Village President

ATTEST:

____
Village Clerk

Published in pamphlet form this _______ day of ____________________, 2025

EXHIBIT 1
Boundaries of Area

LEGAL DESCRIPTION:

BLOCKS 1 THROUGH 16 AND OUTLOTS A THROUGH H IN THE FINAL PLAT OF KENSINGTON FIELDS SUBDIVISION BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 5 AND THE SOUTHEAST QUARTER OF SECTION 6, BOTH IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 3, 2025, AS DOCUMENT NUMBER 2500308047 IN COOK COUNTY, ILLINOS

Common Address: 1950 Hassell Road

PIN: 07-05-300-003-0000

EXHIBIT 2

Map

EXHIBIT 3

NOTICE OF HEARING
VILLAGE OF HOFFMAN ESTATES, COOK COUNTY, ILLINOIS
THE PROPOSED CREATION OF SPECIAL SERVICE AREA NO. 2025-1

NOTICE IS HEREBY GIVEN that on the 21st day of July, 2025 at 6:55 p.m., or as soon thereafter as possible, in the Village Hall for the Village of Hoffman Estates, Cook County, Illinois, 1900 Hassell Road, Hoffman Estates, IL 60169, a hearing will be held by the President and Board of Trustees of the Village of Hoffman Estates, Cook County, Illinois, to consider the establishment of a special service area to be called "Special Service Area No. 2025-1" consisting of the real property legally described as attached hereto on Notice Exhibit A and incorporated herein (the "Area"). The Area is accurately depicted on the map attached hereto on Exhibit B and incorporated herein.

All interested persons, including all persons owning taxable real property located within the proposed Special Service Area No. 2025-1, may file written objections with the Village Clerk and will be given an opportunity to be heard at the hearing regarding the formation of and the boundaries of the proposed Special Service Area No. 2025-1, and the tax levy and an opportunity to file objections to the amount of the tax levy.

The purpose for the formation of the proposed Special Service Area No. 2025-1, in general, is to provide special governmental services for maintaining, repairing, and reconstructing stormwater improvements, including all storm sewers, detention systems, stormwater detention or retention basins, and compensatory storage facilities that are necessary or desirable to convey stormwater drainage from, or store stormwater drainage (collectively the "Services"), in the Area. The proposed Services are for maintenance and other purposes as required to provide the Services.

It is proposed that to pay for such services, the Village shall levy an annual *ad valorem* tax based upon the whole equalized assessed value on each parcel of property in the proposed Special Service Area 2025-1 by the Village, sufficient to produce revenues to provide the Services. 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 2025-1 shall be $100,000.00. 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 2025-1." Said taxes shall be imposed for an indefinite period of time after the date of the ordinance establishing the proposed Special Service Area 2025-1. 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 owners association or property owner(s) fails to maintain, repair or replace the stormwater improvements.

The President and Board of Trustees shall hear and determine all protests and objections at the hearing and the hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place it will reconvene. At the public hearing or at the first regular meeting thereafter, the President and Board of Trustees may delete area from the proposed Special Service Area No. 2025-1.

In accordance with the provisions of Section 27-55 of 35 ILCS 200, if a petition signed by at least 51% of the electors residing within the special service area and by at least 51% of the owners of record of the land included within the boundaries of the special service area is filed with the Village Clerk within 60 days following the final adjournment of the public hearing, objecting to the creation of the special service district, the enlargement of the area, the levy or imposition of a tax for the provision of special services to the area, or to a proposed increase in the tax rate, the district shall not be created or enlarged, or the tax shall not be levied or imposed nor the rate increased.

Dated this ____day of__________, 2025

____
VILLAGE CLERK

EXHIBIT A
Boundaries of Area

LEGAL DESCRIPTION:

BLOCKS 1 THROUGH 16 AND OUTLOTS A THROUGH H IN THE FINAL PLAT OF KENSINGTON FIELDS SUBDIVISION BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 5 AND THE SOUTHEAST QUARTER OF SECTION 6, BOTH IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 3, 2025, AS DOCUMENT NUMBER 2500308047 IN COOK COUNTY, ILLINOS

Common Address: 1950 Hassell Road

PIN: 07-05-300-003-0000

EXHIBIT B
Map of the Area

AGENDA ITEM REPORT
Planning, Building & Zoning Committee
May 12, 2025
ITEM 4B

REQUEST: Approval of:

a. the termination of the CDBG-CV Agreement with North West Housing Partnership (NWHP) for the Utility and/or Rental Assistance Project; and
b. a CDBG-CV Agreement with Clearbrook for HVAC replacements at 1260 W. Higgins Road.

FROM: Peter Gugliotta, Director of Development Services
Michael Walker, Community Planner

ITEM TYPE: Agreement - Committee

REQUEST SUMMARY

North West Housing Partnership's (NWHP) 2020 CV-Public Services - Utility and/or Rental Assistance CDBG-CV project is coming to an end. Said project was initially awarded $173,860 from HUD and from that, $129,770.74 was spent assisting residents. NWHP requested more time to inform additional potential clients, but no payments have been made to this project in over 270 days, indicating that the eligible need for these services has dried up. The remaining $44,089.26 needs to be reallocated to a different project in order to spend out the funds in our community prior to any pullback dates from HUD.

Clearbrook, an Arlington Heights' based nonprofit, has been successfully serving the community for over 70 years in the realm of intellectual/developmental disabilities (IDD). Clearbrook has made it known to the Village that an upcoming project could use financial support. Their 1260 W. Higgins locations needs 3 rooftop HVAC units that involve eligible costs well over the remaining $44,089.26 of funds. Considering Clearbrook's successful history with working to meet the needs of our community, being a successful partner with the Village, and already completing a CDBG-CV facilities project of $100,000 in a timely and professional manner, staff recommends allocating the remaining CDBG-CV funds from the Utility and/or Rental Assistance CDBG-CV project to Clearbrook for the replacement of HVAC units at the property located at 1260 W. Higgins Road, pending successful completion of an Environmental Review Record (ERR) and the signing of the attached agreement.

FINANCIAL IMPACT

N/A

RECOMMENDATION
Approval of:

a. the termination of the CDBG-CV Agreement with North West Housing Partnership (NWHP) for the Utility and/or Rental Assistance Project; and
b. a CDBG-CV Agreement with Clearbrook for HVAC replacements at 1260 W. Higgins Road.

ATTACHMENTS
1. Agreement VOHE Clearbrook HVAC 2025 CDBG CV3

SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN
VILLAGE OF HOFFMAN ESTATES
AND
CLEARBROOK
FOR
FACILITY IMPROVEMENTS THAT PREVENT, PREPARE FOR OR RESPOND TO CORONAVIRUS

THIS AGREEMENT (hereinafter called the "Agreement"), entered this _____ day of _______________, 2025 (the "Effective Date") by and between the **Village of Hoffman Estates** (hereinafter called the "Grantee") and **Clearbrook, an Illinois Corporation (**hereinafter called the "Subrecipient" or "Clearbrook").

WHEREAS, the Grantee has applied for and received funds from the United States Government (hereinafter called the "Grantor") under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities. The Village (as "Recipient") receives Community Development Block Grant (hereinafter "CDBG") funds annually from the Department of Housing and Urban Development (hereinafter referred to as "HUD"). The Subrecipient will be responsible for administering CDBG facility improvement activities on behalf of the Village that will include the contracting of construction services and installation of materials in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. The facility improvements shall take place at 1260 West Higgins Road within the Village of Hoffman Estates and operated by Clearbrook. The HVAC facility improvement activities shall be administered in a manner that prevents, prepares for, or responds to coronavirus, as defined by the Federal Coronavirus Aid, Relief and Economic Security (CARES) Act signed into law on March 27, 2020. Such facility improvements will include the following activities eligible under the CDBG program and CDBG coronavirus funding (hereinafter "CV"):

Program Delivery

Facility Improvements and Rehabilitation:

- The Subrecipient will administer HVAC facility improvements at Clearbrook's 1260 West Higgins location.

B. National Objectives. The Subrecipient certifies that the activities carried out under this Agreement will benefit low- and moderate-income persons, pursuant to and in accordance with 24 CFR 570.208(a)(2). This CDBG Program National Objective will be met by Clearbrook's purchase, installation and utilization of improved HVAC rooftop units to ensure quality air to prevent, prepare for, or respond to coronavirus.

C. Performance Monitoring. The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated in the Scope of Service. Performance reports shall be due to the Grantee at a date determined by the Grantee. The Subrecipient is required to submit the final performance report within the last payment request. Substandard performance as determined by the Grantee 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 Grantee, contract suspension or termination procedures will be initiated.

II. AGREEMENT TO UNDERTAKE PROJECT

The Subrecipient agrees to undertake the work and activities described herein and in its Project Narrative, submitted as part of Clearbrook's formal application for CDBG-CV funds on March 11, 2025.

III. GRANT AWARD

The Grantee hereby agrees to make a grant for a sum not to exceed $44,089.26. The Subrecipient agrees to abide by the HCD Act and to use said funds solely for the purpose of paying for the work and activities described in the Scope of Service.

IV. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

The Subrecipient shall at all times observe and comply with all laws, ordinances, rules or regulations of the Federal, State, County and local governments, as amended from time to time, which may in any manner affect the performance of this Agreement. The Subrecipient shall be liable to the Grantee in the same manner that the Grantee shall be liable to the Federal Government, and, shall further be liable to perform all acts to the Grantee in the same manner the Grantee performs these functions to the Federal Government. Provided, however, that the Grantee may, from time to time, impose stricter regulations or requirements than required by Federal laws, rules and regulations, and that the Subrecipient agrees to comply with said Grantee regulations or requirements.

V. TERM OF AGREEMENT

This Agreement shall be effective as of the Effective Date and end on the 30th day of November of 2025. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

VI. TIME OF PERFORMANCE

The Subrecipient may commence the work after the Effective Date of this Agreement and shall complete the work no later than **November, 30, 2025** ("Time of Performance"). The Time of Performance shall include applicable purchases that have occurred in the time since March 11, 2025, as allowed by HUD CDBG-CV Waivers. The Time of Performance shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income (as defined in 24 CFR 570.500), during which time all of the terms and provisions of this Agreement shall be in full force and effect and binding on the Subrecipient. The Time of Performance may also be extended at the mutual agreement of the Grantee and the Subrecipient.

VII. BUDGET

CDBG program funds budgeted for this program will total $44,089.26.

At any time during the Time of Performance, the Grantee may, in its discretion, require the Subrecipient to provide to the Grantee a supplementary budget or a more detailed budget for the performance of the work. The Subrecipient must provide a supplementary or more detailed budget to the Grantee no later than 30 days after receipt of a written request from the Grantee. The Subrecipient shall not amend the budget, nor any supplementary or more detailed, budget submitted to the Grantee without the prior written approval of the Grantee.

VIII. PAYMENT

It is expressly agreed and understood that the maximum amount to be paid by the Grantee under this Agreement shall not exceed $44,089.26 (Forty-four thousand eighty-nine dollars and twenty-six Cents). Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph VII herein 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.

IX. NOTICES

Notices required by this Agreement shall be in writing and delivered via first class mail (postage prepaid). Any notice sent as aforesaid shall be effective on the date of sending. All notices 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 Agreement shall be directed to the following Agreement representatives:

TO THE GRANTEE:	Village Manager Village of Hoffman Estates 1900 Hassell Rd Hoffman Estates, IL 60169
With a copy to:	Patty Richter, Village Clerk Village of Hoffman Estates 1900 Hassell Rd Hoffman Estates, IL 60169
TO THE SUBRECIPIENT:	Jessica Smart, President/CEO Clearbrook

1835 W. Central Rd
Arlington Heights, IL 60005

The Subrecipient agrees that the Grantee will be consulted in the planning of any events related to the project and provided reasonable notice regarding the timing of the events.

X. BLANK FORMS AND DOCUMENTS

The Subrecipient shall, upon request of the Grantee, submit any and all forms, documents, agreements and contracts to the Grantee for review to determine compliance with program requirements. Such review shall not be deemed to be approval of individual agreements or contracts entered into by the Subrecipient nor of items in said forms, documents, agreements, and contracts not related to program requirements.

XI. OBLIGATION FOR COSTS AND FUTURE PROJECTS

A. Neither the Grantee nor any of its officers, agents, employees, or servants shall be obligated or bear liability for payment of amounts expended by the Subrecipient in excess of the grant funds awarded under this Agreement. Neither the Grantee nor any of its officers, agents, employees, or servants shall be obligated or bear liability for the performance of any obligations undertaken or costs incurred by the Subrecipient, participants in a program funded under this Agreement or contractor hired pursuant to a program funded under this Agreement. The allocation of funds under this Agreement shall in no way obligate the Grantee to operate or construct any project provided for under the provisions of this Agreement.

B. This Agreement neither obligates nor precludes the Grantee from further accepting or distributing funds nor restricts nor limits the powers of the Grantee to use such funds pursuant to the provisions of the Act.

C. This Agreement neither obligates nor precludes the Subrecipient from further accepting funds or assistance pursuant to the Act.

D. The Subrecipient agrees that all cost overruns are the responsibility of the Subrecipient. The Subrecipient further agrees that it shall be solely liable for the repayment of unused funds, program income funds, or disallowed, unauthorized or ineligible expenses. Any actions taken by the Grantee pursuant to this Agreement shall not affect the liability of the Subrecipient for the repayment of the funds.

XII. 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 Grantee's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the Grantee'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 Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. <u>"Independent Contractor"</u>. 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 at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee 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. <u>Indemnification and Hold Harmless</u>.

1. The Subrecipient shall indemnify the Grantee, and its officers, agents, employees, or servants, against and hold them harmless from all liabilities, claims, damages, losses, and expenses, including but not limited to legal defense costs, attorney's fees, settlements, judgments, prejudgment interest, or post judgment interest whether by direct suit or from third parties arising out of any acts, commissions, or omissions of the Subrecipient and its officers, agents, employees or servants, of a recipient or potential recipient of any moneys or benefits from the Subrecipient, of a participant in a program operated pursuant to this Agreement, of a contractor hired pursuant to a program operated under this Agreement, or any officers, agents, employees, or servants of any of these, in a claim or suit brought by any person or third party in connection with this Agreement or from any claim or suit by any person or third party against the Grantee or any of its agents, officers, employees, or servants.

2. In the event a claim or suit is brought against the Grantee, or its officers, agents, employees, or servants for which the Subrecipient is responsible pursuant to the above Paragraph XIII.C.1., the Subrecipient will defend, at its own cost and expense, any suit or claim and will pay any resulting claims, judgments, damages, losses, expenses, prejudgment interest, post judgment interest, or settlements against the Grantee, or its officers, agents, employees or servants.

3. The indemnification obligation under this paragraph shall not be limited in any way to the limitations on the amount or type of damages, compensation or benefits payable by or for the Subrecipient under any law or by the amount of or limitations on insurance coverage, if any, held by the Subrecipient.

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

E. <u>Insurance & Bonding</u>. The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss 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 Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. <u>Grantee Recognition & Signage</u>. The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. The Subrecipient shall prepare and erect appropriate signage to indicate the Grantee's participation in the projects and the source of funds for the projects, subject to the prior approval of the Grantee. 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 Grantee 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 Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement. The Grantee 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 the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

1. The Subrecipient agrees that, pursuant to 24 CFR Sections 85.43 and 570.503(b)(7), if the Grantee determines that the Subrecipient has not complied with or is not complying with; has failed to perform or is failing to perform; or is in default under any of the provisions of this Agreement whether due to failure or inability to perform or any other cause whatsoever; the Grantee, after notification to the Subrecipient by written notice of said non-compliance or default and failure by the Subrecipient to correct said violations within ten (10) business days, may take any or all of the following actions:

   a) suspend or terminate this Agreement in whole or in part by written notice;
   b) demand refund of any funds disbursed to Subrecipient;
   c) deduct any refunds or repayments from any funds obligated to, but not expended by the Subrecipient whether from this or any other project;
   d) temporarily withhold cash payments pending correction of deficiencies by the Subrecipient or more severe enforcement action by the Grantee;
   e) disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
   f) withhold further awards for the program;
   g) take other remedies legally available; or
   h) take appropriate legal action.

2. The Grantee may send written notice suspending, effective immediately, the performance of the work under this Agreement, if it determines in its sole discretion, that it is necessary for the efficiency of the Program or to safeguard the Program pursuant to paragraph 3.

3. The Grantee may send written notice to the Subrecipient suspending or terminating the Agreement in whole or in part effective immediately if it determines, in its sole discretion that the Subrecipient has including but not limited to:

   a) used or is using fraudulent, coercive or dishonest practices;
   b) demonstrated or is demonstrating incompetence, untrustworthiness, or financial irresponsibility; or
   c) endangered or is endangering the life, safety, health or welfare of one or more persons in the conduct or performance of the work set out in the

Scope of Service hereto. The Grantee may also take any of the actions listed in subparagraph 1 of this paragraph; provided, however, that said actions may be taken effective immediately rather than upon ten (10) days written notice.

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

XIII. 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 principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles. The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

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.

2. Retention. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records related to this Agreement and the performance of the work pursuant to this Agreement for a period of five (5) years after the date that the Grantee submits, as part of Grantee's annual performance and evaluation report to HUD, its final report to HUD regarding the work supported pursuant to this Agreement ("Retention Period"). Notwithstanding the preceding sentence, if any litigation, claims, audits, negotiations or other actions involving the records accrue before the expiration of the Retention Period, then the records must be retained by the Subrecipient until the actions are fully resolved or the expiration of the Retention 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 service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure. The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's

responsibilities with respect to services provided under this Agreement, is prohibited by applicable Illinois and/or Federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs. The Subrecipient's obligation to the Grantee 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 materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & 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 Agreement 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. The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

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 Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures. The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee 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 Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In

addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports. The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content and frequency as required by the Grantee.

D. Procurement

1. Compliance. The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable 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 Grantee 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 Grantee 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 Grantee 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 of this Agreement.

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 Grantee 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 Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment is acquired, in 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 Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

XIV. 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 HCD Act; 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 Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

XV. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The Subrecipient agrees with the Illinois Human Rights Act (775 ILCE 5/1-101, et seq.) and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII 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 non-discrimination 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 Agreement is subject to the requirements of Title VI 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 Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee 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.

B. Affirmative Action

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out, pursuant to the Grantee's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee 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 Agreement. As used in this Agreement, 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.

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 Grantee, 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 Subrecipient's 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/AA) Statement. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions. The Subrecipient will include the provisions of Paragraphs XVI.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 29 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 Grantee 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 $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, 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 Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, 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 Federal 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 persons 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 persons 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 contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects to business concerns that provide economic opportunities for low- and very low-income persons 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 or 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 a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability. The Subrecipient shall not assign or delegate this Agreement or any part thereof and the Subrecipient shall not transfer or assign any funds or claims due or that become due without the prior written approval of the Grantee. Any transfer, assignment or delegation of any part of this Agreement or any funds from this Agreement shall be a violation of this Agreement and shall be of no effect.

Violation of this provision may result in cancellation, termination or suspension of funds, or of this Agreement in whole or in part at the discretion of the Grantee pursuant to Paragraph XIII.H, Suspension or Termination, of this Agreement including any of the actions set out therein.

2. Subcontracts.

a) Approvals. The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b) Monitoring. The Subrecipient will monitor all subcontracted services 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 provisions of this Agreement 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 contracts and 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 Grantee 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 provisions 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 any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from 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 Grantee, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;

d) 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.

6. Copyright. If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

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

XVI. 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:

1. Clean Air Act, 42 U.S.C., 7401, et seq.;

2. 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 issued thereunder;

3. 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 a 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. <u>Historic Preservation</u>. 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.

E. <u>Debris and Hazardous Substances</u>. The Subrecipient shall not allow any contractor, subcontractor or other party to conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place or origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner and operator of the facility where the debris or soil was transferred, disposed, recycled or treated.

The Subrecipient further represents that it will perform due diligence in relation to any property that is funded under this grant and that neither it nor its contractors, subcontractors or other third parties have handled, buried, stored, retained, refrained, refined, transported, processed, manufactured, generated, produced, spilled, allowed to seep, lead, escape or leach, or pumped, poured, emptied, discharged, injected, dumped, transferred, or otherwise disposed of or dealt with hazardous substances with respect to the Property in violation of any currently applicable environmental laws.

The Subrecipient agrees to confirm that in relation to any property funded under this grant that there has been no seepage, leak, escape, leach, discharge, injection, release, emission, spill, pumping, pouring, emptying, dumping, or other release of hazardous substances in violation of any currently applicable environmental laws from the property onto or into any adjacent property or waters.

The Subrecipient affirms that it (nor its contractor, subcontractor or property owner to the best of its knowledge under due diligence performed by the Subrecipient) will not use its grant monies to perform rehabilitation or repair work on property that the owners or other parties have received notice from the governmental authority of a violation of environmental laws nor any request for information pursuant to section 204(e) of CERCLA with respect to the property.

The Subrecipient agrees to defend, indemnify and hold the Grantee and its officers, employees and agents harmless from and against, and shall reimburse the Grantee for, any and all losses, claims, liability, damages, costs, and expense including but not limited to reasonable legal defense costs, attorney's fees, court costs, environmental consultants' fees and advances, settlements, judgments, judgment interest, prejudgment interest or post-judgment interest, for actions or causes of action, economic loss, injunctive relief, injuries to person, property or natural resources, arising in connection with the discharge, escape, release, or presence of any hazardous substance at or from the property whether foreseeable or unforeseeable, regardless of the source of such release or when such release occurred or such presence is discovered and whether such discharge, escape, release, or presence of any hazardous substance at or from the property is by an affirmative act or by omission by the Subrecipient or by the Subrecipient's officers, agents, employees or contractors. The foregoing indemnity includes, without limitation, all costs of removal, remediation of any kind, and disposal of such hazardous substance (whether or not such hazardous material may be legally allowed to remain in the property if removal or remediation is prudent), all costs of determining whether the property is in compliance and causing the property to be in compliance with all applicable Environmental laws, all costs associated with claims for injunctive relief, damages to persons, property, or natural resources or economic loss, and the Grantee's reasonable attorneys' and consultants' fees and court costs.

XVII. BINDING AUTHORITY

The individuals executing this Agreement on behalf of the Grantee and the Subrecipient represent that they have the legal power, right, and actual authority to bind their respective party to the terms and conditions of this Agreement.

XVIII. GOVERNING LAW

The laws of the State of Illinois shall govern the interpretation and enforcement of this Agreement.

XIX. NO THIRD PARTY BENEFICIARIES

No other party shall or shall be deemed to be a third party beneficiary of this Agreement.

XX. JOINT AND COLLECTIVE WORK PRODUCT

This Agreement is and shall be deemed and construed to be a joint and collective work product of the Grantee and the Subrecipient, and, as such, this Agreement shall not be construed against one or the other party, as the otherwise purported drafter of same, by any court of competent jurisdiction and in order to resolve any inconsistency, ambiguity, vagueness or conflict, if any, in the terms of provisions contained herein.

XXI. 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.

XXII. SECTION HEADINGS AND SUBHEADINGS

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

XXIII. WAIVER

The Grantee’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 Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Grantee 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 Grantee and the Subrecipient with respect to this Agreement.

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

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

By________________________________
William D. McLeod, Village President
Village of Hoffman Estates

Clearbrook

By_________________________
Jessica Smart, President/CEO
Clearbrook

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

SUBMITTED TO: PLANNING, BUILDING & ZONING COMMITTEE
BY: Jennifer Horn, Director of Planning and Transportation

May 2025

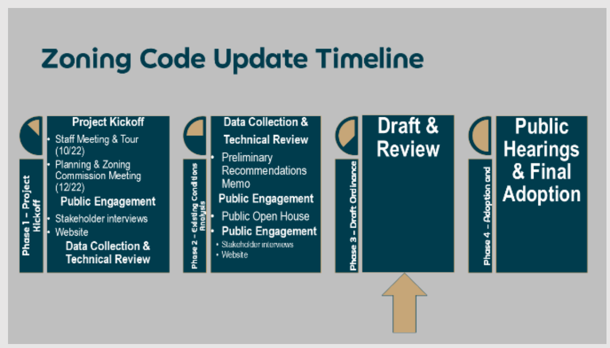
GENERAL UPDATES

- Planning staff worked with Public Works to assist in the review of proposals for the Public Works Space Needs Study.
- The Comprehensive & Strategic Planning process is underway as staff works closely with All Together to create a brand and activities for a summer of public engagement.
- Planner II Daisy Dose-Adamzadeh was an integral part of this year's APA-IL 2025 Conference programming committee. Daisy reviewed over 100 session proposals to help select the educational content for this year's program, which will take place in October at the Old Post Office in Chicago. Thank you, Daisy!

LONG RANGE PLANNING PROJECT STATUS

HOFFMAN ESTATES ZONING UPDATE

- ♦ Teska Associates (as lead) and Ancel Glink awarded contract to complete the update of the Zoning Code. The new code will be a Unified Development Code.
- ♦ The PB&Z Committee moved to support the consultant's findings and recommendations on August 7, 2023.
- ♦ The project website is live at www.VOHEzoning.org.
- ♦ A first draft of the complete code is under review by Corporation Counsel. Staff are actively redrafting ahead of an anticipated Summer adoption process.



hoffman in motion TRANSPORTATION PLAN

EPSTEIN HNTB All Together.

- ♦ Epstein (as lead), HNTB, and All Together awarded contract for comprehensive multimodal plan: Hoffman in Motion.
- ♦ Website is live www.hoffmaninmotion.com.

Public Engagement

- ♦ A full public engagement summary including the results of both surveys is available at www.hoffmaninmotion.com
- ♦ Final open house expected in June 2025.

Work Product

- ♦ Due to a change in consultant staffing, staff requested a grant extension from IDOT. This was approved and the grant funds are now available through 2025. While the project remains on track for a summer completion, staff felt that an extension was prudent due to this unforeseen change.

ACTIVE PLANNING PROJECTS

Project	Address	Status	PZC or PBZ Meeting	VB Meeting
Shed Setback Variation	**760 ORANGE LN**	**PUBLIC MEETING**	**5/7/25**	**5/19/25**
ComEd Substation (Compass Data Center)	**5700 TRILLIUM BLVD**	**PUBLIC MEETNG**	**6/4/25**	
Scooter's Coffee	2 E HIGGINS RD	UNDER REVIEW		
Microsoft CHI07 Data Center	3125 N BARRINGTON RD	UNDER REVIEW		
Bell Works Apartments	1730 LOHAN WAY	UNDER REVIEW		
Forest View Estates – S Barrington Plat	10 S FREEMAN RD	UNDER REVIEW		
Shed Variation	1301 ROLLING PRAIRIE CT	UNDER REVIEW		
Pool Deck and Privacy Wall Variation	510 GLENDALE LN	UNDER REVIEW		
Rookies Patio– Amin. Approval	4607 W HIGGINS RD	UNDER REVIEW		
Taco Bell & Retail Building – Pre-Development Review	2360 W HIGGINS RD	UNDER REVIEW		
Dream Clean Special Use Transfer and Signage	105 E GOLF RD	UNDER REVIEW		
Silesia Flavors Parking Lot Expansion – Staff Level Approval	5250 PRAIRIE STONE PKWY	UNDER REVIEW		
Bell Works – West Side Entrance Site Plan	2000 CENTER DR	UNDER REVIEW		

MONTHLY PLANNING PROJECT ACTIVITY

Projects Submitted by Type	April	2025 YTD
Pre-Development		2
Agreement		1
Annexation		
Courtesy Review		
Easement		
Master Sign Plan		1
Plat of Subdivision		1
Other Plat		
RPD Amendment		
Site Plan Review	2	7
Special Use		1
Text Amendment		1
Rezoning		
Variation	1	3
Total	**3**	**17**
FOIA Processed	**4**	**9**
Zoning Verification Letters	**0**	**1**
Building Permits Reviewed by Planning	**66**	**195**

PLANNING PERFORMANCE MEASURES

<table>
<tr><th>Site Plan Review Process</th><th colspan="2">April</th><th colspan="2">2025 YTD</th></tr>
<tr><td>Number of administrative/staff review site plan cases completed</td><td>NA</td><td rowspan="2">NA</td><td>1</td><td rowspan="2">25%</td></tr>
<tr><td>Number of PZC site plan cases processed</td><td>NA</td><td>3</td></tr>
<tr><td colspan="5">Annual goal is to complete at least 65% of site plan cases through administrative review process</td></tr>
</table>

<table>
<tr><th>Site Plan Review Timing</th><th colspan="2">April</th><th colspan="2">2025 YTD</th></tr>
<tr><td>Number of cases processed within 105 days</td><td>NA</td><td>NA</td><td>4</td><td>100%</td></tr>
<tr><td colspan="5">Annual goal is to complete 100% of cases within 105 days</td></tr>
</table>

VILLAGE OF HOFFMAN ESTATES
DEPARTMENT OF DEVELOPMENT SERVICES
BUILDING & CODE ENFORCEMENT DIVISION MONTHLY REPORT

SUBMITTED TO: PLANNING, BUILDING & ZONING COMMITTEE
BY: Sanyokta Kapur, Director of Building & Code Enforcement

May 2025

GENERAL ACTIVITIES

- On April 4, 2025, Sanyokta Kapur & Tricia Morandi attended the employee lunch and learn event on Celebrating Diversity, Culture and Self-Awareness at the Village Hall.
- On April 10, 2025, NWBOCA President, David Dodge, presided of the NWBOCA seminar on IBC Fire Rated Assemblies in Arlington Heights.
- On April 10, 2025, John Staschke & Marc Shulga attended a NWBOCA seminar on IBC Fire Rated Assemblies in Arlington Heights.
- On April 16, 2025, Kala Kuttenberg, Jeff Miller, David Banaszynski, Kathleen Kuffer & Liz Dianovsky attended an IACE meeting on Emergency & Disaster Preparedness: Building a More Resilient Community.
- On April 19, 2025, David Banaszynski inspected Starbud's food trucks.
- On April 23, 2025, David Dodge attended the ICC Leadership Week and Committee Action Hearings where the next cycle of ICC code were being discussed and voted on in Orlando Florida.
- On April 23, 2025, Tricia Morandi attended a Legacy Project webinar on Tactics for Workplace Triumphs and Advancement.
- On April 24, 2025, Tricia Morandi trained Public Works staff on the Community Development permit intake process.
- On April 24, 2025, David Banaszynski inspected the Bon Appetit event at Bell Works.
- Building demolition for **CDK global** on 1950 Hassell Rd is complete to clear the site for **Kensington Townhomes by Pulte.** Land Development work is ongoing.
- **Microsoft** is making steady construction progress on the Colos 2 to Colos 5 buildouts in Building 1, CHI05 with interior fit outs almost complete. The permit has been issued for Site and Building for CHI06, Building 2 of the campus.
- A significant portion of the **Sears campus** has been demolished. Site Development permit for existing site demolition, mass grading and Land Development permit of the **Compass Data Centers** has been issued. Compass Data Center, Building 1, is close to permit issuance.
- **Shangrila Dispensary** off N. Barrington Rd is almost complete with the interior buildout and is pending site upgrades.
- **Dar-Ul-Ilm** Foundation interior buildout for religious center at Lakewood Blvd is underway.
- **Belle Tire** on Higgins Rd has started site work.
- **Rookies** from Higgins Rd at the Poplar Creek Crossing subdivision has started construction for expansion into the tenant space next door.
- **Fire Station 21** off Flagstaff Lane has made significant progress on building shell and site work.
- **ComEd** is almost complete with construction on Pembroke Ave. substation expansion.
- The new **Advocate** outpatient facility on Hoffman Blvd. is open for business.
- **Airdrie Estates** subdivision has several lots under construction for new single-family homes. Lot 5 has received temporary occupancy.
- Code Enforcement staff have been involved in several ongoing property maintenance cases as well as annual monitoring of commercial snow removal and pothole maintenance.

Bell Works Construction Update:

- Staff is working with Bell Works on several tenant build-outs and parking garage repairs throughout the east side. **Game Night Out** ,**Convergint, Bell Market, and Scholastic** interior alteration is underway. Land Development permit for Bell Works **Townhomes** has been issued. **West side parking garage** repairs and interior demolition of **West and Central building** is under progress.

2025 Code Enforcement Freedom of Information Act Requests Processed

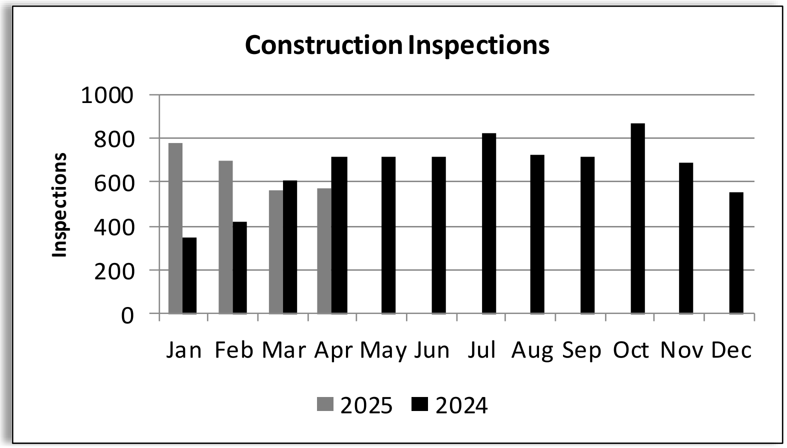
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
24	24	53	36									137

2025 Code Enforcement GovQA Questions & Complaints Processed

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
4	16	17	18									55

Construction Inspections

Year	2025	2024
Jan	775	346
Feb	693	415
Mar	563	607
Apr	576	715
May		718
Jun		717
Jul		827
Aug		720
Sep		716
Oct		865
Nov		689
Dec		552
Total	2607	7887



RENTAL HOUSING LICENSE AND INSPECTION PROGRAM

- There are currently 1,830 rental properties registered. This includes 1,179 single family and townhome units (64%) and 651 condominium units (36%). This number fluctuates based on new registrants and owners who choose to no longer rent their properties.
- Renewal notifications were mailed on November 14, 2024, to all rental properties. The deadline to submit payment and update registration information was February 1, 2025.
- As of May 1st, 1,785 properties have renewed.

2025 Rental Inspections

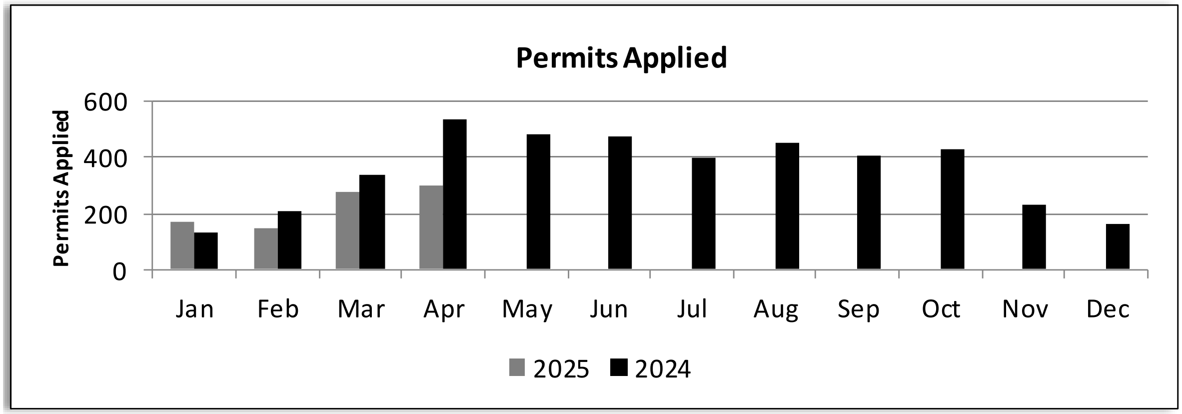
Inspection	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Annual	258	128	125	195									706
Reinspections	183	177	135	130									625
Total	441	305	260	325	0	0	0	0	0	0	0	0	1331

2025 Permits Issued

Permit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2025 YTD	2024 Total
Commercial New	0	0	2	0									2	8
Single Family New	0	0	0	0									0	5
Land Development	2	0	3	0									5	6
Fire	16	11	7	10									44	134
All Other Permits	129	116	179	202									626	3079
2025 Total	147	127	191	212	0	0	0	0	0	0	0	0	677	

2025 Permits Applied

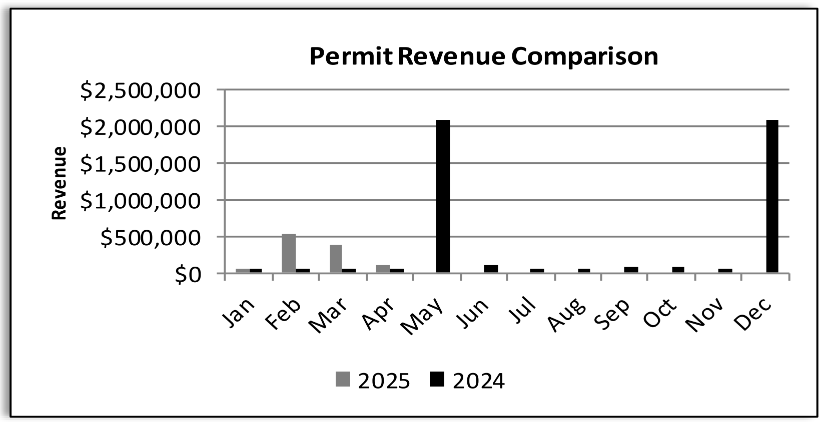
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2025	168	145	273	302									888
2024	134	205	340	535	479	470	395	447	409	427	233	166	4240



Permit Revenue

Year	2025	2024
Jan	$57,516	$54,595
Feb	$532,367	$55,383
Mar	$381,031	$61,118
Apr	$102,949	$63,268
May		$2,080,130
Jun		$100,777
Jul		$67,251
Aug		$70,712
Sep		$86,798
Oct		$88,794
Nov		$57,749
Dec		$2,096,911
Total	**$1,073,863**	**$4,883,486**

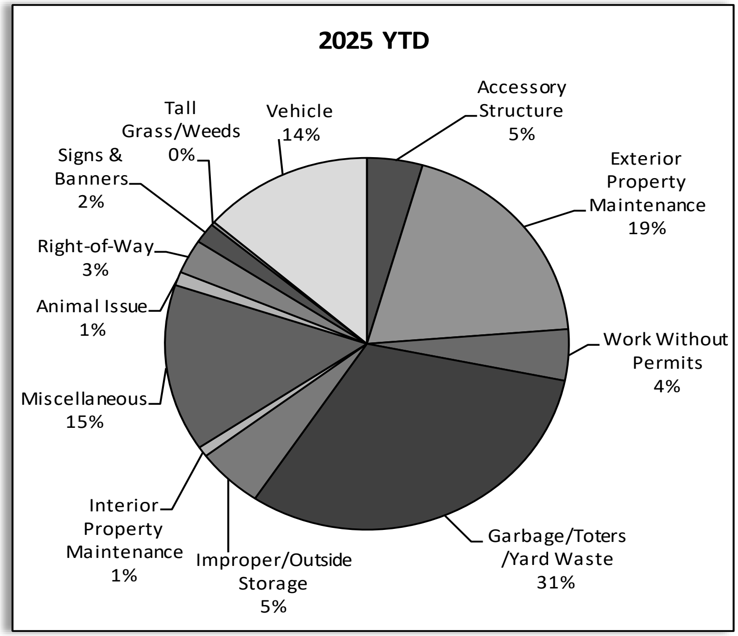
2025 Budget: $6,625,000.



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

2025 Property Maintenance Summary Report

Violation	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2025 YTD	2024 Total
Accessory Structure	0	1	7	7									15	55
Exterior Property Maintenance	0	26	27	12									65	105
Work Without Permits	0	1	7	7									15	72
Garbage/Toters/Yard Waste	38	28	20	19									105	597
Improper/Outside Storage	2	4	6	6									18	110
Interior Property Maintenance	1	1	1	0									3	9
Miscellaneous	6	9	16	18									49	160
Animal Issue	0	2	0	2									4	43
Right-of-Way	0	8	0	2									10	32
Signs & Banners	0	4	1	1									6	21
Tall Grass/Weeds	0	0	0	1									1	494
Vehicle	13	3	14	16									46	60
2025 Total	60	87	99	91	0	0	0	0	0	0	0	0	337	
2024 Total	61	109	87	164	311	174	184	201	186	139	88	54		1758



2025 Citations Issued

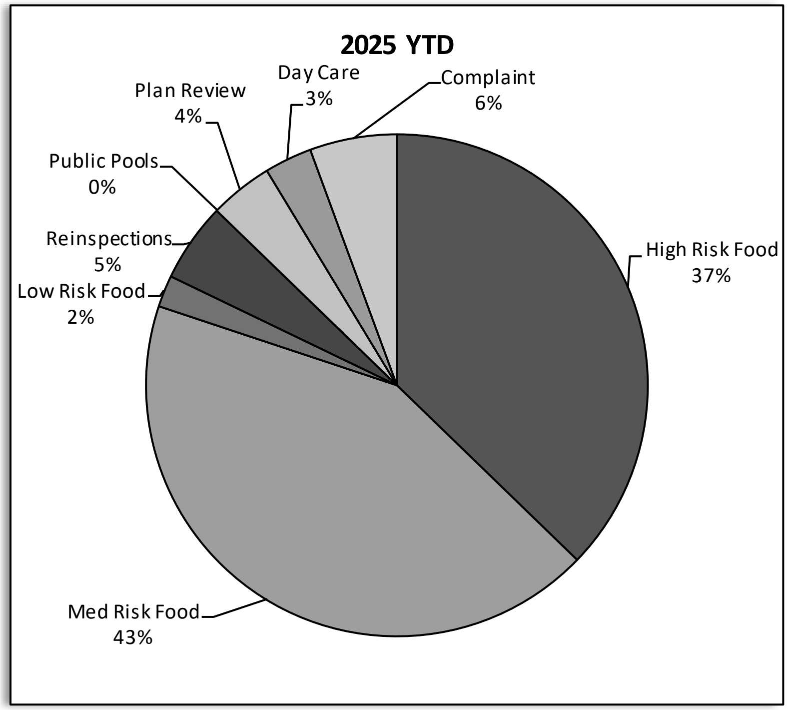
Violation	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Business License	25	13	0	0									38
Code	47	55	34	34									170
Rental	102	80	25	35									242
Total	174	148	59	69	0	0	0	0	0	0	0	0	450

2025 Adjudication Court Dockets - Citations Presented

Court	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Code/Bus. Lic.	70	64	70	61									265
Rental	75	73	78	61									287
Total	145	137	148	122	0	0	0	0	0	0	0	0	552

2025 Environmental Health Inspection Report

Activity	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
High Risk Food	32	40	1	0									73
Med Risk Food	5	4	24	51									84
Low Risk Food	0	2	2	0									4
Reinspections	1	4	2	3									10
Public Pools	0	0	0	0									0
Plan Review	3	1	3	1									8
Day Care	0	0	2	4									6
Complaint	6	3	2	0									11
Total	47	54	36	59	0	0	0	0	0	0	0	0	196



Food establishments are divided into the risk categories of high, moderate or low, and planned inspections are performed three, two, or one time each year respectively. 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. There are approximately 285 facilities that require a total of approximately 550 planned inspections throughout the year (this number fluctuates based on businesses opening/closing).

Economic Development & Tourism Monthly Report

May 2025

HOFFMAN ESTATES
Where Businesses Converge

HIGHLIGHTS THIS MONTH

Staff attended several ribbon cuttings this month including Pancake Cafe and Game Night Out!

C

In coordination with the Economic Development Commission, staff organized the first of two C-Suite discussions hosted by Club Colors with keynote speaker John Chapman of Clearwater Capital Partners. Several company executives attended and appreciated the discussion.

SUMMARY OF ACTIVITIES

- In addition to the events above, staff also attended the annual Wintrust March Madness networking event, an office broker social event at Bell Works, and a leadership and culture talk at Bell Works.
- Staff met with several potential developers for properties around the Village. Staff also met with several property owners to strategize about the most likely development possibilities.
- Worked with Legal to draft an amendedment to the redevelopment agreement with Somerset Development for the Bell Works Chicagoland project in the Lakewood Center TIF District.
- Worked with Legal to draft agreements and amendements to projects within the Higgins Hassell TIF (Barrington Square).
- Worked to finalize the design of postcards to be mailed to each business in an attempt to reach a new audience for BRE.
- Met with NLNW to plan for the future of the organization through a strategic planning process.
- Continued to assist in planning the upcoming IL Economic Development Association Summit in June. Mr. Kramer is moderating the panel on data centers, AI, and quantum.
- Created ads and wrote articles to market Hoffman Estates in various publications and on digital platforms.

UPCOMING EVENTS

Staff is planning and setting meetings for ICSC Las Vegas. Several meetings with existing property owners and shopping center owners are set while meetings with new retailers and developers for potential sites are being added daily. Staff will follow with a full report recapping all meetings and activities.

TOURISM

HOTEL UPDATE

THROUGH MARCH 2024 VS MARCH 2025

YOY HOTEL TAX REVENUES DECREASED BY $5,434)

2024 YOY HOTEL TAX REVENUE	2025 YOY HOTEL TAX REVENUE
Total hotel tax revenues collected for 2024 -$87,372	Total hotel tax revenues collected for 2025 -$81,940

Eight of the nine hotels showed reduced revenues with the Chicago Marriott NW showing the greatest loss due to property-wide renovation. Holiday Inn Express showed a modest increase. The Easter and spring break holiday travel moved to April as Easter was late this year (4/20).

VISITHOFFMAN UPDATE

- Staff reviewed the final draft of all pages, uploaded new photos and video clips, and finalized for a launch on May 6th. Check out the new website along with the light rebrand of VisitHoffman - www.VisitHoffman.com.

EVENTS

- Volleyball World - June 23-25, 2025 & US Core Classic - June 2025 - NOW Arena: The Village received a Tourism Incentive Grant from the State for $50,000 to expand marketing for the Volleyball event. Staff met to discuss accepting the additional grant we received for US Core Classics gymnastics event in June 2025 ($200,000.00).

- STARS & STRIPES - A teams meeting was held with All Community Events, Police, Fire and Public Works to detail site and route for 2025. Organizers determined that there is adequate parking at Bell Works. Start/Finish lines will be moved further south to allow access to the elevated parking area.

- NW 4th Fest - Deadline for submission for food vendors was April 30th. Currently there are 9 booth vendors and 7 food trucks. The Lions cannot find enough volunteers to work bingo this year so Staff is search for other not profit groups to take the opportunity.

- Shenanigans on the Green - Celtic Fest - Applications were sent out for vendors and activity providers. Nothing Bundt Cakes invited to participate selling their cakes at the princess tea party tent.

MEETINGS/ACTIVITIES

- Celtic Fest and 4th of July Commission meeting
- Review of the 59/90 website page for the new VisitHoffman site
- Training for VisitHoffman site with McDaniels
- Circulated Police Incident Reports to hotels
- Fielding requests from several hotels to allow a variance to the new 29-day length of stay ordinance
- Attended Bon Appetit Chamber event

Kevin Kramer, Director of Economic Development

Linda Scheck, Director of Tourism & Business Retention