



MEETING AGENDA

REGULAR MEETING AND PUBLIC HEARING VILLAGE BOARD OF TRUSTEES

Tuesday, May 16, 2023

7:00 P.M.

MEMORIAL HALL – MEMORIAL BUILDING
19 East Chicago Avenue, Hinsdale, Illinois
(Tentative & Subject to Change)

1. CALL TO ORDER/ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF MINUTES
 - a) Special Meeting of April 18, 2023
 - b) Regular meeting of May 2, 2023
4. VILLAGE PRESIDENT'S REPORT
5. PUBLIC HEARING ON PROPOSED AMENDMENTS TO THE TEXT OF THE VILLAGE CODE AND HINSDALE ZONING CODE RELATIVE TO GROUP HOMES WITHIN THE VILLAGE
6. CITIZENS' PETITIONS* (Pertaining to items appearing on this agenda)
7. FIRST READINGS – INTRODUCTION**

*Items included for First Reading - Introduction may be disposed of in any one of the following ways: (1) moved to Consent Agenda for the subsequent meeting of the Board of Trustees; (2) moved to Second Reading/Non-Consent Agenda for consideration at a future meeting of the Board of Trustees; or (3) referred to Committee of the Whole or appropriate Board or Commission. (Note that zoning matters will not be included on any Consent Agenda; all zoning matters will be afforded a First and a Second Reading. Zoning matters indicated below by **.)*

Zoning and Public Safety (Chair Stifflear)

- a) Approve the Intergovernmental Agreement with Hinsdale Township High School District No. 86 for School Resource Officer Services.
- b) Approve a Resolution authorizing the execution of an Intergovernmental Agreement between the Villages of Clarendon Hills and Hinsdale in regard to the sharing of certain Fire Department services.
- c) Approve an Ordinance Approving an Exterior Appearance and Site Plan for improvements to an Existing Building – 36 E. Hinsdale Avenue – Performance Wealth



Management.

- d) Approve a temporary use permit to allow for outdoor dining on private property until November 1, 2023, and to allow for live outdoor music every Wednesday from June 14, 2023 to September 28, 2023, for Fuller House located at 50 S. Garfield Avenue, subject to conditions to be set forth by the Building Commissioner.
- e) Approve an Ordinance Approving Various Additional Properties within the Historic Overlay Zoning District for Inclusion on the Historically Significant Structures Property List.
- f) Approve an Ordinance Approving a Property within the Historic Overlay Zoning District for Inclusion on the Historically Significant Structures Property List – 309 E. Chicago Avenue.
- g) Approve an Ordinance Amending the Official Zoning Map of the Village of Hinsdale Relative to Property Located at 2 Salt Creek Lane – Mouse Automotive; **and** Approve an Ordinance Approving an Exterior Appearance Plan and Site Plan for Development of a Luxury Auto Dealership at 2 Salt Creek Lane – Mouse Automotive
- h) Approve an Ordinance Approving a Parking Variation at 2 Salt Creek Lane – Mouse Automotive, Case Number V-05-22.

8. CONSENT AGENDA

*All items listed below have previously had a First Reading of the Board or are considered Routine*** and will be moved forward by one motion. There will be no separate discussion of these items unless a member of the Village Board or citizen so request, in which event the item will be removed from the Consent Agenda.*

Administration & Community Affairs (Chair Posthuma)

- a) Approve payment of the accounts payable for the period of April 27, 2023 through May 10, 2023 in the aggregate amount of \$692,254.13 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the

Environment & Public Services (Chair Byrnes)

- b) Award the 2023 50/50 Sidewalk Program to Strada Construction Company in the amount not to exceed \$108,830. ***
- c) Award the Elm Street Sidewalk Project to Strada Construction Company in the amount not to exceed \$35,325. ***
- d) Accept proposal from Keller Heartt Co. Inc. for the removal and replacement of the oil storage tanks at the Public Services Facility in the amount of \$29,870.89.
- e) Approve DuPage County joint bid purchase of bulk winter de-icing salt to Compass Minerals, in the amount of \$46,986.
- f) Accept a proposal from Semmer Landscape for the Woodland Rain Garden Reconstruction Program in the amount of \$34,700.

9. SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

*These items require action of the Board. Typically, items appearing for Second Reading have been referred for further discussion/clarification or are zoning cases that require two readings. In limited instances, items may be included as Non-Consent items and have not had the benefit of a First Reading due to emergency nature or time sensitivity, or when the item is a referral to another Board or Commission*****

Zoning and Public Safety (Chair Stifflear)

- a) Approve an amendment to Chapter 6 of the Village Code “Limited Parking Zones” creating a six-hour time zone in the lower level parking deck with the exception of purple permit holders and amending the Central Business District Time Limit Parking Zone to the north drive of the parking deck. *(First Reading – May 2, 2023)*
- b) Approve an Ordinance amending the Village Code and Zoning Ordinance Of Hinsdale, Illinois Relative to Group Homes. *(First Reading – April 18, 2023)*
- b1) Approve a revised Reasonable Accommodation Policy.

10. DISCUSSION ITEMS

11. DEPARTMENT AND STAFF REPORTS

- a) Community Development
- b) Fire

12. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

13. CITIZENS’ PETITIONS* (Pertaining to any Village issue)

14. TRUSTEE COMMENTS

15. CLOSED SESSION– 5 ILCS 120/2(c) (1)/(2)/(3)/(5)/(8)/(11)/(21)

16. ADJOURNMENT

*The opportunity to speak to the Village Board pursuant to the Citizens’ Petitions portions of a Village Board meeting agenda is provided for those who wish to comment on an agenda item or Village of Hinsdale issue. The Village Board appreciates hearing from our residents and your thoughts and questions are valued. The Village Board strives to make the best decisions for the Village and public input is very helpful. Please use the podium as the proceedings are videotaped. Please announce your name and address before commenting.

*****The Village Board reserves the right to take final action on an Item listed as a First Reading if, pursuant to motion, the Board acts to waive the two reading policy.***

******Routine items appearing on the Consent Agenda may include those items that have previously had a First Reading, the Accounts Payable and previously budgeted items that fall within budgetary limitations, has been competitively bid or is part of a State Contract, and have a total dollar amount of less than \$100,000.***

*******Items included on the Non-Consent Agenda due to “emergency nature or time sensitivity” are intended to be critical business items rather than policy or procedural changes. Examples might include a bid that must be awarded prior to a significant price increase or documentation required by another government agency to complete essential infrastructure work.***

The Village of Hinsdale is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to promptly

contact Andrianna Peterson, ADA Coordinator, at 630-789-7005 to allow the Village of Hinsdale to make reasonable accommodations for those persons.

Website: www.villageofhinsdale.org

**VILLAGE OF HINSDALE
VILLAGE BOARD OF TRUSTEES
MINUTES OF THE SPECIAL MEETING
April 18, 2023**

The special meeting of the Hinsdale Village Board of Trustees was called to order by Village President Tom Cauley in Memorial Hall of the Memorial Building on Tuesday, April 18, 2023 at 5:30 p.m. Roll call was taken.

Present: President Tom Cauley, Trustees Matthew Posthuma, Laurel Haarlow, Luke Stifflear, Neale Byrnes, and Scott Banke

Absent: None

Also Present: Village Manager Kathleen A. Gargano, Assistant Village Manager Andrianna Peterson, Fire Chief John Giannelli, Director of Community Development Robb McGinnis, Village Planner Bethany Salmon, Village Engineer Matthew Lew, Deputy Building Commissioner Tim Ryan, Code Enforcement Officer Lourdes Garcia, Building Inspector Tim McElroy, Management Analyst Alex Snyder, Village Clerk Emily Tompkins

Present electronically: Trustee Michelle Fisher

DISCUSSION ITEMS

a) Fair Housing Act Amendment Training

Athena Williams, Executive Director of the Oak Park Regional Housing Center, provided training on Fair Housing.

PUBLIC COMMENT

There were no comments from the public.

ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn the meeting. Trustee Banke moved to adjourn the meeting. Trustee Fisher seconded the motion.

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, Byrnes, and Banke

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

Meeting adjourned at 6:30 p.m.

ATTEST: _____
Emily Tompkins, Village Clerk

**VILLAGE OF HINSDALE
VILLAGE BOARD OF TRUSTEES - SINE DIE AND REGULAR MEETING
MINUTES OF THE MEETING
May 2, 2023**

The Sine Die meeting of the Hinsdale Village Board of Trustees was called to order by Village President Tom Cauley in Memorial Hall of the Memorial Building on Tuesday, May 2, 2023 at 7:00 p.m. Roll call was taken.

Present: President Tom Cauley, Trustees Matthew Posthuma, Laurel Haarlow, Luke Stifflear, Michelle Fisher, Neale Byrnes, and Scott Banke

Absent: None

Also Present: Village Manager Kathleen A. Gargano, Assistant Village Manager Andrianna Peterson, Police Chief Brian King, Fire Chief John Giannelli, Director of Community Development Robb McGinnis, Finance Director Alison Brothen, Director of Public Services George Peluso, Human Resources Director Tracy McLaughlin, Village Planner Bethany Salmon, Village Engineer Matthew Lew, Parks and Recreation Superintendent Mike Hayes, Management Analyst Alex Snyder, Village Clerk Emily Tompkins

PLEDGE OF ALLEGIANCE

Boy Scout Troop #10 led those in attendance in the Pledge of Allegiance.

APPROVAL OF MINUTES

a) **Regular meeting of April 18, 2023**

Trustee Banke asked that the minutes be amended on page four, paragraph four to reflect that he was the speaker, not Trustee Posthuma.

Trustee Posthuma moved to **approve the minutes of the regular meeting of April 18, 2023, as amended.** Trustee Byrnes seconded the motion.

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, Banke and Byrnes

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

VILLAGE PRESIDENT'S REPORT

a) **Appointments to Boards and Commissions**

President Cauley explained how important and valuable it is to the Village Board to have residents volunteer for boards and commissions as the Board frequently relies on their input.

President Cauley introduced the following individuals for re-appointment and appointment as noted:

Economic Development Commission

Ms. Lyn D. Burgess - reappointed to a 3-year term through April 30, 2026
Mr. Michael P. Kiyosaki - reappointed to a 3-year term through April 30, 2026
Mr. Richard Eck - reappointed to a 3-year term through April 30, 2026

Historic Preservation Commission

Ms. Shannon Weinberger - reappointed to a 3-year term through April 30, 2026
Ms. Sarah Barclay - reappointed to a 3-year term through April 30, 2026

Parks & Recreation Commission

Mr. Gregory "Nash" Moore - reappointed to a 3-year term through April 30, 2026
Mr. Steve Keane- reappointed to a 3-year term through April 30, 2026
Mr. Darren Baker- reappointed to a 3-year term through April 30, 2026
Ms. Heather Hester- reappointed to a 3-year term through April 30, 2026
Mr. Pat Rooney – appointed to fill a vacancy that expires April 30, 2024

Plan Commission

Mr. Gerald A. Jablonski - reappointed to a 3-year term through April 30, 2026
Mr. Scott A. Moore - reappointed to a 3-year term through April 30, 2026
Mr. Mark Willobee - reappointed to a 3-year term through April 30, 2026
Ms. Laurel Haarlow – appointed to a 3-year term through April 30, 2026

Police Pension Board

Mr. Dennis Jones – appointed to a 2-year term through April 30, 2026

Zoning Board of Appeals

Mr. Tom Murphy - reappointed to a 5-year term through April 30, 2028

Board of Fire & Police Commissioners

Ms. Mary Hermann - reappointed to a 3-year term through April 30, 2026
Ms. Margaret Woulfe-Arens- reappointed to a 3-year term through April 30, 2026
Mr. Craig Milkint- reappointed to a 3-year term through April 30, 2026

- a) Trustee Stifflear moved to **Approve the appointments to Village Boards and Commissions, as recommended by the Village President.** Trustee Byrnes seconded the motion.

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, Byrnes, Banke

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried

President Cauley expressed appreciation on behalf of the Board to Trustees to Laurel Haarlow, who decided not to run for re-election. Trustee Haarlow will continue to serve the Village of Hinsdale as a new member of the Plan Commission.

Trustee Haarlow thanked Staff and the Village Board of Trustees and stated she enjoyed serving with them. She thanked President Cauley for his leadership.

President Cauley congratulated Trustee Luke Stifflear on his re-election to serve his third term on the Village Board. President Cauley explained Trustee Stifflear is chair of the Zoning and Public Safety Committee which deals with some of the more complicated issues in the Village. He stated he is pleased and relieved Trustee Stifflear will serve another term on the Board.

President Cauley congratulated Trustee Scott Banke on his re-election to serve his second term on the Village Board. Trustee Banke has been involved in the Village for many years, serving previously on the Parks and Recreation Commission and the Board of Fire and Police Commissioners. President Cauley stated he is looking forward to working with Trustee Banke again.

President Cauley officially welcomed newly elected Trustee Alexis Braden. He stated Trustee Braden brings with her a wealth of historic preservation experience with having been a member of the Historic Preservation Commission and her involvement with the Hinsdale Historical Society.

OATH OF OFFICE AND SEATING OF VILLAGE BOARD MEMBERS

President Cauley administered the Oath of Office to re-elected Trustees Luke Stifflear and Scott Banke, and newly elected Trustee Alexis Braden.

ADJOURNMENT SINE DIE

Trustee Banke moved to adjourn the meeting sine die. Trustee Byrnes seconded the motion.

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, Byrnes, and Banke

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

Meeting adjourned at 7:16 p.m.

CALL TO ORDER – RECONVENE

Following the seating of the newly elected and re-elected members of the Village Board, the regularly scheduled meeting of the Hinsdale Village Board of Trustees was reconvened by President Cauley on Tuesday, May 2, 2023, at 7:20 p.m.

Present: President Tom Cauley, Trustees Matthew Posthuma, Alexis Braden, Luke Stifflear, Michelle Fisher, Neale Byrnes, and Scott Banke

Absent: None

VILLAGE PRESIDENT'S REPORT

PROCLAMATION

a) 150th Anniversary – Sesquicentennial

President Cauley moved the Village President's Report and Proclamation to the end of the agenda.

President Cauley gave a brief history of the Village of Hinsdale. He noted the 150th Anniversary Committee planned a full roster of activities for the community in 2023 and more information can be found on the Village website.

President Cauley recognized the numerous legislators and community leaders who were in the audience including: U.S. Representative Jesus G. "Chuy" Garcia, representatives from U.S. Representative Sean Casten and State Senator Suzy Glowiak Hilton's offices, DuPage County Board members Elizabeth Chaplin, Yeena Yoo, Lucy Chang Evans and Kari Galassi, retired State Representative Patti Bellock, RTA Chair and former State Senator Kirk Dillard, former Trustees Chris Elder and Bill Haarlow, Eva Field, Laura Liss, Dan Janowick and Christine Julian from the Hinsdale Chamber of Commerce, Advent Health Development Specialist Lyn Burgess, American Legion Commander Jack Orbell, Advent Health President and CEO Adam Maycock, Pastor Lars Stromberg from Covenant Church, Hinsdale Library Executive Director Karen Keefe, Plan Commission members Cynthia Curry and Julie Crnovich, Board of Fire and Police Commissioners Chair Margaret Woulfe-Arens, Zoning Board of Appeals member John Pdoliska and HCS Family Services Executive Director Wendy Michalski.

President Cauley thanked the following for officially recognizing the Village's historic anniversary:

- Governor JB Pritzker for providing a proclamation.
- Lieutenant Governor Juliana Stratton for her letter of recognition.
- Senator Dick Durbin for providing a letter of recognition.
- Representative Jenn Ladisch Douglass for her letter of recognition.
- DuPage County Board Chair Deborah A. Conroy for her letter of recognition.
- Cook County Commissioner Sean Morrison for providing a resolution.
- Secretary of State Alexi Giannoulis for his letter of recognition.
- The Illinois Municipal League for providing a letter of recognition.

President Cauley read the 150th Anniversary Proclamation.

U.S. Representative Jesus G. "Chuy" Garcia addressed the Board and stated he submitted a statement for the record in Congress honoring Hinsdale's Sesquicentennial anniversary.

Mr. Michael Bailey addressed the Board on behalf of State Senator Suzy Glowiak Hilton and presented a Senate Certificate of Recognition.

CITIZENS' PETITIONS

None.

FIRST READINGS – INTRODUCTION

Zoning and Public Safety (Chair Stifflear)

a) Approve an amendment to Chapter 6 of the Village Code “Limited Parking Zones” creating a six-hour time zone in the lower level parking deck with the exception of purple permit holders and amending the Central Business district Time Limit Parking Zone to the north drive of the parking deck.

Trustee Stifflear introduced the item. He explained when the parking deck was constructed there were no parking restrictions but the Board would consider regulations when the time was appropriate. A recent Police Department audit of parking in the lower parking deck determined that the deck was operating at 100% capacity on weekdays between the hours of 10am and 2pm with approximately 30 of the spaces being used by commuters. The proposed regulation would limit parking to six hours. Purple permit holders, merchants and their employees, would be allowed unrestricted parking. Additionally, the outer drive to the north of the parking deck will be converted to a 3-Hour parking zone. It is currently unrestricted. This is intended to free up spaces for retail customers in the Central Business District. Trustee Stifflear asked Police Chief Brian King for clarification about the spots north of the parking deck. Chief King explained the spots were the fifteen angled parking spots on the drive that are located from the Washington lot into the entrance to the deck.

Trustee Byrnes asked how many merchants and employees park in the 189 spaces in the deck. Chief King replied the audit was specifically looking at commuter use.

Trustee Banke questioned how the purple parking permit is being communicated to merchants and employees. Chief King replied flyers were distributed with QR codes that showed parking locations and there was recently a meeting with business owners where handouts were given with the QR code.

Trustee Stifflear asked Chief King about enforcement in the CBD three-hour parking zone. Chief King replied ticket data shows the parking zone is working and a new audit will be done in late summer.

President Cauley stated that at the meeting with business owners, using some of the commuter parking for shoppers was discussed.

The Board agreed to move this item forward to a second reading at their next meeting.

CONSENT AGENDA

Administration & Community Affairs (Chair Posthuma)

a) Trustee Posthuma moved to Approve payment of the accounts payable for the period of April 13, 2023 through April 26, 2023 in the aggregate amount of \$372,201.45 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk. Trustee Banke seconded the motion.

AYES: Trustees Posthuma, Braden, Stifflear, Fisher, Byrnes, Banke

NAYS: None

ABSTAIN: None

ABSENT: None

The following items were approved by omnibus vote:

Administration & Community Affairs (Chair Posthuma)

- b) Approve the 2023 Pay Plans for Full-time, Part-time, Public Services and Seasonal employees to be effective May 1, 2023 – April 30, 2024. (*First Reading – April 18, 2023*)
- c) Approve an agreement with JLD Consulting Group, LLC to provide lobbying services through the end of August, 2023 at a cost not to exceed \$33,000, with an option to extend the agreement under the same terms for an additional six months to the end of February, 2024. (*First Reading – April 18, 2023*)

Environment & Public Services (Chair Byrnes)

- d) Award the construction contract for the ARPA Drainage Improvements to Swallow Construction Corporation in the amount not to exceed \$777,259. (*First Reading – April 18, 2023*)
- e) Award a professional services contract to HR Green, Inc., for American Rescue Plan Act (ARPA) Drainage Improvements construction observation services in the amount not to exceed \$54,955. (*First Reading – April 18, 2023*)
- f) Award the construction contract for the 2023 Resurfacing Program to Schroeder Asphalt Services, Inc., (Schroeder) in the amount not to exceed \$878,000. (*First Reading – April 18, 2023*)
- g) Award the 2023 Sidewalk Cutting Program to Murphy Construction Services in the amount not to exceed \$70,000.00. ***

Trustee Byrnes moved to **approve the Consent Agenda, as presented.** Trustee Fisher seconded the motion.

AYES: Trustees Posthuma, Braden, Stifflear, Fisher, Byrnes, Banke

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried

SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

Zoning and Public Safety (Chair Stifflear)

- a) **Approve an Ordinance Approving a Major Adjustment to the Exterior Appearance and Site Plan for Changes to an Existing One-Story Building and Surrounding Property – Normandy Remodeling – 222 E. Ogden Avenue; or Refer the request for a Major Adjustment to the Exterior Appearance and Site Plan Review for Changes to the Site Plan and Building Elevations for Normandy Remodeling at 222 E. Ogden Avenue to the Plan Commission for further hearing and review. (*First Reading – April 18, 2023*)**

Trustee Stifflear introduced the item. He explained at the April 18, 2023, Village Board meeting the general consensus was the item could be approved by the Village Board and did not need

to be referred to the Plan Commission for further review. He noted Plan Commission Chair, Steve Cashman, reviewed the plans and did not feel the item needed further Plan Commission review. Trustee Stifflear stated Trustee Fisher had said she would like to see additional salt resistant plantings on Ogden Avenue and the applicant provided detailed plans which include salt resistant plantings.

Trustee Fisher thanked the applicant for the additions to the landscaping plan and said she feels this will be a great addition to the Ogden quarter.

A motion was made by Trustee Stifflear to Approve an Ordinance Approving a Major Adjustment to the Exterior Appearance and Site Plan for Changes to an Existing One-Story Building and Surrounding Property – Normandy Remodeling – 222 E. Ogden Avenue, Trustee Fisher seconded the motion.

AYES: Trustees Posthuma, Braden, Stifflear, Fisher, Byrnes, Banke

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried

b) Approve a temporary use permit to allow for an outdoor dining area to be located within two (2) parking spaces for Giuliano's Pizza at 40 Village Place from May 15, 2023 to August 15, 2023, subject to conditions to be set forth by the Building Commissioner. (First Reading – April 18, 2023)

Trustee Stifflear introduced the item. He explained last year the applicant was approved for a similar request with a tent. This year, the applicant is proposing to instead use umbrellas to provide shade to customers.

A motion was made by Trustee Stifflear to Approve a temporary use permit to allow for an outdoor dining area to be located within two (2) parking spaces for Giuliano's Pizza at 40 Village Place from May 15, 2023 to August 15, 2023, subject to conditions to be set forth by the Building Commissioner., Trustee Banke seconded the motion.

AYES: Trustees Posthuma, Braden, Stifflear, Fisher, Byrnes, Banke

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried

Environment & Public Services (Chair Byrnes)

c) Approve a Resolution Authorizing Waiver of Construction Noise Hours Limitations Pursuant to Section 9-12-2 of the Village Code of the Village of Hinsdale – Standpipe Rehabilitation Project.

Trustee Byrnes introduced the item. He explained this item is a second read due to time sensitivity. He stated Village code normally restricts the use of construction tools or power

equipment to 8:00 a.m. – 4:00 p.m. on Saturdays. Era Valdiva, the company contracted to perform the Standpipe Rehabilitation Project, has requested to work 8:00 a.m. to 5:30 p.m. on Saturdays. Trustee Byrnes specified it is estimated that this will only occur in May and June as the project should be completed by June 30 and the waiver would only apply to this project.

A motion was made by Trustee Byrnes to Approve a Resolution Authorizing Waiver of Construction Noise Hours Limitations Pursuant to Section 9-12-2 of the Village Code of the Village of Hinsdale – Standpipe Rehabilitation Project, Trustee Fisher seconded the motion.

AYES: Trustees Posthuma, Braden, Stifflear, Fisher, Byrnes, Banke

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried

DISCUSSION ITEMS

a) Tollway Update

DEPARTMENT AND STAFF REPORTS

a) Community Development

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

CITIZENS' PETITIONS

TRUSTEE COMMENTS

Trustee Luke Stifflear stated he was amazed at the number of board and commission members being reappointed. He said people want to continue to participate due to the professionalism and direction that staff provides, the feeling of contributing to the Village and the strong leadership of President Cauley.

ADJOURNMENT

Village Manager Kathleen Gargano invited everyone to attend the reception following the meeting in the Memorial Rotunda, Old Board Room and American Legion Room.

President Cauley thanked everyone for coming.

There being no further business before the Board, President Cauley asked for a motion to adjourn the meeting. Trustee Byrnes moved to adjourn the meeting. Trustee Fisher seconded the motion.

AYES: Trustees Posthuma, Braden, Stifflear, Fisher, Byrnes, and Banke

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

Meeting adjourned at 7:51 p.m.

ATTEST: _____
Emily Tompkins, Village Clerk



REQUEST FOR BOARD ACTION

AGENDA SECTION:

Police Department

First Reading

SUBJECT: School Resource Officer Services IGA (Renewal)

MEETING DATE: May 16, 2023

FROM: Brian King, Chief of Police

Recommended Motion

Approve the Intergovernmental Agreement with Hinsdale Township High School District No. 86 for School Resource Officer Services.

Background

The Hinsdale Police Department and School District 86 operate within a School Resource Officer (SRO) Agreement which delineates the responsibilities of the SRO and ensures that we are in compliance with applicable federal and state laws. The prior agreement will expire on June 30th and this renewal extends the Agreement into the future unless terminated by thirty (30) days written notice. An attorney working on behalf of the Village, Jason A. Guisinger, has reviewed the document.

Discussion

The School Resource Officer (SRO) Agreements with the Village of Hinsdale and Hinsdale Township High School District No 86 are drafted to ensure that the parties are in compliance with applicable federal and state laws including records access provisions and statutory training requirements for school resource officers. The term of this Agreement will commence on July 1, 2023 and remain in effect from year to year thereafter unless terminated by thirty (30) days written notice of either party. The parties shall review and discuss the terms of the Agreement every two years, with the first review occurring at the end of the 2024-2025 school term. The Hinsdale Township High School District No. 86 Board is slated to approve this agreement at their May board meeting.

Budget Impact

None

Village Board and/or Committee Action

n/a

Documents Attached

1. IGA Agreement By and Between District 86 and the Village of Hinsdale.

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL
DISTRICT NO. 86
AND
THE VILLAGE OF HINSDALE
FOR SCHOOL RESOURCE OFFICER SERVICES**

July 1, 2023

This Intergovernmental Agreement is made by and between the Board of Education of Hinsdale Township High School District No. 86, DuPage and Cook Counties, Illinois (“Board” or “District”) and The Village of Hinsdale (“Village”).

WITNESSETH:

WHEREAS, the Board operates Hinsdale Central High School (“School”), located at 5500 South Grant Street Hinsdale, IL 60521, within the Village’s jurisdiction; and

WHEREAS, the Village operates the Hinsdale Police Department, which provides police services within the Village’s jurisdiction; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the *Intergovernmental Cooperation Act*, 5 ILCS 220/1 *et seq.*, provides that units of local government and school districts may contract with one another to perform any activity authorized by law; and

WHEREAS, pursuant to Section 10-20.14 of the School Code (105 ILCS 5/10-20.14), school districts are encouraged to create memoranda of understanding with local law enforcement agencies that clearly define law enforcement's role in schools; and

WHEREAS, the Village and the Board are public agencies pursuant to Section 2 of the *Intergovernmental Cooperation Act*, 5 ILCS 220/2; and

WHEREAS, the Board desires to have the services of one of the Village’s police officers to perform the duties of a School Resource Officer (“SRO”) at the School; and

WHEREAS, the Village and the Board have determined it to be in the best interests of both Parties to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, and other valuable consideration, the receipt and sufficiency whereof is herein acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into and made a part of this Agreement.

2. Term. The Term of this Agreement shall commence on July 1, 2023. This

Agreement shall remain in effect from year to year thereafter, as may be amended pursuant to Paragraph 14 below, unless and until terminated by thirty (30) days' written notice of either Party. The Parties shall review and discuss the terms of this Agreement every two years, with the first such review to occur at the end of the 2024-2025 school term.

3. Assignment and Selection of the SRO. The Village shall assign one police officer to act as an SRO at the School. To select the police officer, the Village shall provide the Superintendent of the District (or designee) with a list of police officers who meet the minimum qualifications set forth in Exhibit A, which is attached hereto and incorporated herein by reference. The Superintendent (or designee) will then select the police officer who will serve as the SRO. The Superintendent (or designee) may request to hold interviews of the eligible police officers. At any time during the term of this Agreement, the Village shall replace the SRO with another police officer who meets the criteria set forth in this Agreement, if, after consultation with the Village, the District provides the Village with a written request setting forth the rationale for the requested replacement.

4. Employment of the SRO. The SRO shall remain an employee of the Village and shall be subject to the administration, supervision, and control the Village, except as such administration, supervision and control is subject to the terms and conditions of this Agreement. The Village shall at all times be considered the SRO's employer and the Village shall retain direction and control of the work and conduct of the SRO and shall be solely responsible for payment and provision to the SRO of salary any other benefits, including overtime, to which the SRO is entitled as an employee of the Village. The Village is responsible for making necessary tax and other withholdings from the SRO's pay, and for making all necessary tax and other employment-related payments and filings. The Village shall also maintain payroll, attendance, and performance evaluation records of the SRO. The SRO shall be covered by the Village's worker's compensation insurance.

Because the SRO is an employee of the Village, the Village, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SRO. With regard to disciplinary actions related to services provided under this Agreement, the Village shall have the sole discretion and power to discipline the SRO.

5. Compensation. The Board agrees to reimburse the Village one hundred percent (100%) of the SRO's per diem rate of salary and benefits for any days that the SRO performs SRO duties for the School during the normal work hours set forth in Paragraph 6 below. In addition, to the extent the SRO performs SRO duties for the School outside of normal work hours, when authorized under Paragraph 6 below, the Board agrees to reimburse the Village for the overtime pay of the SRO for such authorized extra duty hours. On a monthly basis, the Village shall send the Board an invoice for the amount of reimbursement owed by the Board for the prior month, which invoice shall provide the amounts due in detail. The District shall pay the amounts due in accordance with the *Local Government Prompt Payment Act* (50 ILCS 505/1 *et seq.*).

6. SRO Work Schedule. The SRO shall perform SRO duties for the School from 7:30 a.m. until 3:30 p.m., or any generally adjusted start/end time schedule followed by the School,

on every day that the students of the District are required to be in attendance (“normal work hours”). The SRO presence at the School during school hours is a fundamental premise of this Agreement, and the SRO is expected to remain on location at the School unless his SRO duties necessitate his presence elsewhere. In addition, the SRO may perform duties for the School outside normal work hours when required as a direct result of a school-related issue for which the SRO’s presence is needed. The SRO is authorized to perform duties outside normal work hours only in the event of an emergency or when approved in advance by a school administrator. Any adjustment to the SRO’s schedule shall be subject to the agreement of the Village and the District.

If, for any reason, the SRO is absent on a day that he/she is assigned to work at the Schools, the Village shall assign another police officer to special patrols in and around the school particular attention to open and closing. Any additional patrols will be conducted from patrol staffing and will not result in an additional cost to the District. For longer term absences, the Village will endeavor to assign a replacement SRO with the qualifications set forth in Exhibit A; if this is not feasible, the Parties will discuss the options to best provide coverage during such absence. In order to maintain consistency in services to students, the SRO will be asked to use reasonable efforts to schedule his or her vacations and time off on school holidays and during school breaks.

7. SRO Duties and Equipment.

- a. The SRO shall perform the duties described on Exhibit B, which is attached hereto and incorporated herein by reference. The SRO shall not conduct investigations that are non-criminal in nature such as residency, or serve as security for Board of Education meetings.
- b. Storage of firearms on school property will be made only upon consent of, and pursuant to protocols agreed between, the Chief of Police and the Superintendent of the School District.
- c. SRO use of a body camera shall be in accordance with the *Law Enforcement Officer-Worn Body Camera Act* (50 ILCS 701/10-1 et seq.) and other applicable federal and Illinois law, and in accordance with Exhibit D to this Agreement which is attached hereto and incorporated herein. The Village shall provide to the District a copy of the Police Department’s written policy regarding the use of body cameras adopted in accordance with the foregoing Act prior to the SRO’s commencement of body camera usage in the School and whenever such policy is updated. The Village shall determine an appropriate process for flagging recordings related to incidents in the schools for retention as otherwise allowed by law. Prior to use of body cameras in the District, the Village will provide written information and training to appropriate school employees concerning the objectives and procedures

for the use of body cameras in the District. If the SRO is equipped with a body camera, he/she shall be trained in the operation of the equipment prior to its use.

8. Compliance with Board Policies and Procedure. The SRO shall comply with applicable Board policies and procedures in the course of his/her duties, and any other operating procedures that are agreed upon by the Parties.

9. Compliance with Laws. The Parties shall comply with all applicable laws, ordinances, rules, regulations and codes in performing their respective obligations hereunder.

10. Access to Records. The School District and the SRO will have access to education records and law enforcement records relating to students under the terms set forth in Exhibit C and as otherwise allowed or restricted by applicable law.

11. Insurance. Each Party shall keep in force at all times during the term of this Agreement, Commercial General Liability Insurance, on an occurrence basis, with limits of not less than \$3,000,000 per occurrence and in the aggregate. Within seven (7) days of the last Party's execution of this Agreement, each Party shall furnish to the other a certificate of the insurance evidencing the insurance required under this Agreement. Each party may satisfy the insurance obligations under this Paragraph by utilizing excess or umbrella insurance. For purposes of this Paragraph, insurance may be provided through a self-insured intergovernmental risk pool or agency. Each Party shall name the other party's Indemnitees (as defined in Paragraph 12) as additional insureds on all insurance required hereunder. To the fullest extent permitted by each insurance policy and without invalidating any coverage thereunder, the Parties waive any right of subrogation that they or any of their agents may have against any of the other Party's Indemnitees.

12. Mutual Indemnification. The District shall indemnify and hold the Village and its officers, agents, and employees ("Village Indemnitees") harmless from any and all liabilities, losses, costs, demands, damages, actions or causes of action, including reasonable attorney's fees arising out of, proximately caused by or incurred by reason of any of negligent acts or omissions of the District and its employees related to this Agreement; subject, however, to any defenses or limitations of liability permitted under the *Local Governmental and Governmental Employees Tort Immunity Act*, 745 ILCS 10/1 *et seq.*, or otherwise provided by law.

The Village shall indemnify, defend and hold the District, its individual Board member, agents, and employees ("District Indemnitees") harmless of and from any and all liabilities, losses, costs, demands, damages, actions or causes of action, including reasonable attorneys' fees arising out of, proximately caused by or incurred by reasons of any negligent act or omission by the SRO, or breach of this Agreement; subject, however, to any defenses or limitations of liability permitted under the *Local Governmental and Governmental Employees Tort Immunity Act*, 745 ILCS 10/1 *et seq.*, or otherwise provided by law.

13. Notices. Any notices required under this Agreement may be sent to the respective parties at the following respective addresses:

To the Board:
Hinsdale Township High School District 86
5500 South Grant Street

Hinsdale, IL 60521

Attn: Superintendent

With a copy sent to the Superintendent via email to the last email address on file with the Village

With a copy to:

Heather K. Brickman

Hodges, Loizzi, Eisenhammer, Rodick & Kohn LLP

500 Park Boulevard, Suite 1000

Itasca, IL 60143

To the Village:

Hinsdale Police Department

121 Symonds Drive

Hinsdale, IL 60521

Attn: Chief of Police

With a copy sent to the Chief via email at the last email address on file with the School District

With a copy to:

Klein, Thorpe, and Jenkins

20 N. Wacker Drive, Suite 160

Chicago, IL 60606-2903

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, overnight delivery with proof of delivery, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the day of deposit; all other notices shall be effective when delivered.

14. Complete Understanding and Amendments. This Agreement sets forth all the terms and conditions, and agreements and understandings between the Parties relative to the subject matter hereof. No modifications, amendments, or waiver of any provision hereto shall be valid and binding unless in writing and signed by all Parties.

15. Successors and Assigns. This Agreement shall be binding upon, apply and inure to the benefit of each Party and their respective legal representatives, successors and assigns.

16. Governing Law. This Agreement and the rights and responsibilities of the parties hereto shall be interpreted and enforced in accordance with the laws of the State of Illinois.

17. Authority to Execute. Each signatory hereto represents and warrants that he/she has the proper and necessary corporate authority to execute this Agreement and bind his/her entity to the terms and conditions of this Agreement.

18. Waiver. The failure of either party to demand strict performance of the terms and conditions of this Agreement on any one occasion shall not be deemed a waiver to demand strict performance on any future occasion.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year stated below.

**BOARD OF EDUCATION OF
HINSDALE TOWNSHIP HIGH SCHOOL
DISTRICT NO. 86, DUPAGE AND COOK
COUNTIES, ILLINOIS**

By: _____

Its: _____

Dated: _____

ATTEST:

By: _____

Its: **Secretary**

Dated: _____

VILLAGE OF HINSDALE

By: _____

Its: _____

Dated: _____

ATTEST:

By: _____

Its: _____

Dated: _____

EXHIBIT A

QUALIFICATIONS OF THE SRO

1. Be a certified police officer Hinsdale Police Department;
2. Have at least two (2) years of experience working as a police officer;
3. Have strong verbal, written, and interpersonal skills, including public speaking;
4. Be able to function as a strong role model for students in the District;
5. Possess a sufficient knowledge of the applicable Federal and State laws, Village ordinances, and Board policies and regulations;
6. Be capable of conducting in depth criminal investigations; and
7. Possess an even temperament and set a good example for students.
8. Possess competent computer skills to review and manage District 86 resources that support safety & security on our campuses; i.e. video surveillance equipment and software.
9. Attain Rifle Qualified Status.
10. Have completed training and certification through the school resource officer course provided by the Illinois Law Enforcement Training and Standards Board under 50 ILCS 705/10.22. This training requirement may be waived if the School District and Village agree that the school resource officer has prior experience and training that satisfies the training requirement and that an application for waiver of the school resource officer training is appropriate, and such application for waiver is submitted to and approved by the Illinois Law Enforcement Training and Standards Board in accordance with the foregoing statute.

EXHIBIT B

DUTIES OF THE SRO

The SRO shall perform the following duties with due diligence and to the best of his/her ability:

1. Serve as a counselor and/or referral source for students with problems in which the SRO's law enforcement expertise may be helpful;
2. Provide and encourage programs and presentations designed to promote student and faculty understanding of the law and other public safety issues with the intended goal of allowing young people to become better informed and effective citizen within and outside the academic environment, including conducting presentations and/or trainings on law, law enforcement issues, individual liberties and social responsibilities;
3. Be available to students, faculty, parents, and School and community organizations as a resource;
4. Work with parents, law enforcement, and social service agencies on matters that may affect the School;
5. Work cooperatively with other law enforcement agencies, including neighboring law enforcement entities, to fulfill the duties described hereunder;
6. Enforce State and Local criminal laws and ordinances and to take appropriate action in response to violations of the law;
7. When feasible, officers are encouraged to maintain a high level of visibility during school entrance and dismissal times as well as during passing periods;
8. Meet with building administrators to advise them of potentially dangerous situations and plan for the safe resolution of those situations;
9. Follow building and district behavior policies, deferring to school administration for discipline and enforcement of student handbook and policies, referring students for further law enforcement processing when requested by the School District or required by law, and using law enforcement authority in necessary situations;
10. Protect school property, students, school personnel and visitors from criminal activity by patrolling the school building and grounds and attending school functions during and outside the school day (athletic events, dance, parent-teacher conferences) as reasonably required;
11. Assist in the development, review, and implementation of the School District Emergency Plan;
12. Present lessons in appropriate courses, as requested by the School District (e.g., driver's education, government);

13. Serve as a liaison between the Schools and the Police Department;
14. Assist with safety and emergency drills pursuant to the School Safety Drill Act, including specifically observing the active-shooter law enforcement drill as required by that Act;
15. Assist the school administration in the development of plans and strategies which minimize dangerous situations including those related to student or community unrest which impact the schools;
16. Provide students and their families, administrators, staff and faculty with information concerning various community support agencies, including:
 - a. family counseling services
 - b. drug and alcohol treatment facilities
 - c. psychological services
 - d. legal assistance
 - e. others which may be appropriate under given circumstances; and
17. The SRO shall provide information, records, and testimony when the SRO is directly involved in an incident and when requested by the School District administration for student expulsion proceedings.

Notwithstanding the above, the Parties acknowledge that the SRO is responsible for criminal law issues, not school discipline issues. Thus, absent a real and immediate threat to student, teacher, or public safety, incidents involving public order offenses including, but not limited to, disorderly conduct; disturbance/disruption of the Schools or public assembly; trespass; loitering; profanity; and fighting that does not involve immediate physical injury or a weapon, shall be considered school discipline issues to be solely handled by School officials, rather than criminal law issues warranting formal law enforcement intervention (e.g., issuance of a criminal citation, ticket, or summons, filing of a delinquency petition, referral to a probation officer, or actual arrest). If the SRO becomes aware of a student discipline issue, he/she shall refer the issue to the School's principal.

If the SRO does proceed with law enforcement actions, he/she shall adhere to School Board policy, police policy and legal requirements with regard to investigations, interviews of students and arrests of students that occur or are planned to occur on School District property. This shall include, but not be limited to, compliance with the statutory protocols for law enforcement detainment and questioning of students on school grounds as set forth in 105 ILCS 5/22-85 (including parent notice, documentation, and efforts to ensure the presence of parent/guardian or designated school personnel) and Board Policy 7:150 Agency and Police Interviews and any implementing administrative procedures.

Neither the SRO nor the District shall be precluded from referring students or their parents to the State's Attorney's Office if the student or parents desire to press charges.

The Village and the School District acknowledge that the SRO must receive appropriate and current training in order to fulfill his/her duties as a school resource officer. As a result, the Parties shall work cooperatively to ensure the SRO receives appropriate in-service training, such as updates in the law, in-service firearm training, and training specific to the duties of a school resource officer and working with high school age students. The School District also may require the SRO to attend other relevant trainings, including but not limited to, trainings about appropriate use of restraint involving special needs students, use of opioid antagonists, implementation of Board policies, and the School District's regulations and procedures.

EXHIBIT C

ACCESS TO RECORDS

A. District Records. The Parties acknowledge and agree that all student, personnel, medical, and District-related business records generated by District employees or students shall be the property of the District. The Parties agree to comply with all state and federal laws, including, but not limited to, the Illinois School Student Records Act (105 ILCS 10/1 et seq.), the Illinois Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 110/1 et seq.), the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 C.F.R. Part 99), Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Parts 160 and 164), the Illinois Personnel Records Review Act (820 ILCS 40/1 et seq.), and all rules and regulations governing the release of student, personnel, and medical records. The SRO may have access to personally identifiable information (“PII”) in student records as follows:

- 1) The SRO may have access to “directory information” of students as needed to perform duties.
- 2) The SRO may have access to live feed of security cameras in the District pursuant to authorization of the Superintendent or Principal. Recorded camera footage may constitute student record information if identifiable students are the focus of the footage. As such, recorded camera footage will be treated as student record information pursuant to Paragraph A.3 below.
- 3) The SRO may have access to other (non-directory) student record information pursuant to the following legal guidelines, as interpreted and approved by the Superintendent or Principal:
 - i) The SRO may receive PII from the District as a “school official” performing SRO duties under this Agreement when the SRO has a direct and legitimate educational interest in the student. A “legitimate educational interest” shall include promoting school safety and physical security of the students. The PII must remain under the direct control of the District, and the SRO may use information obtained as a school official only for the purposes for which it is obtained, and will not disclose such information to third parties, including other employees of the Police Department who are not acting as school officials, unless consent of the parent (or student age 18 or older) is obtained or an exception to the statutory consent rule applies.
 - ii) The SRO may receive from the District PII related to student criminal activity pursuant to an applicable reciprocal reporting agreement entered into between the District and the Village (“Reciprocal Reporting Agreement”), when necessary for the discharge of his official duties to effectively serve, prior to adjudication, the student whose records are released. Such a record release is subject to the terms of the Reciprocal Reporting Agreement, and the SRO will not disclose that information to third parties outside the Police Department.

- iii) in an emergency, as determined by the Superintendent or School Principal.

Notwithstanding the termination of this Agreement for any reason, the confidentiality provisions set forth in this Agreement shall continue in full force and effect following such termination.

- B. Law Enforcement Records.** The Parties acknowledge and agree that all records generated by the SRO in connection with the performance of services under this Agreement may constitute law enforcement records. In accordance with law, all records generated and maintained solely by the SRO and the Village shall not constitute student records. If the SRO utilizes a body camera, recordings will be available as allowed by law and as set forth in Exhibit D to this Agreement.
- C. Other Applicable Agreements.** This records and confidentiality provisions in this Agreement shall be interpreted in conjunction with other applicable agreements in effect between the District and the Village, including, but not limited to, the Reciprocal Reporting Agreement.
- D. SAFE-T Act Reports.** The Village will provide to the District each month copies of the following reports required to be filed with the Department of State Police by the Safety, Accountability, Fairness and Equity – Today Act (SAFE-T Act) (50 ILCS 709/5-12):
 - a. data on offenses and incidents reported by District schools to local law enforcement. The data shall include offenses defined as an attack against school personnel, intimidation offenses, drug incidents, and incidents involving weapons; and
 - b. a report on any incident where a law enforcement officer was dispatched to deal with a person experiencing a mental health crisis or incident in District schools.

EXHIBIT D

BODY WORN CAMERA

- A. The Hinsdale Police Department will issue officer(s) assigned to Hinsdale Township High School District No. 86 and acting in the capacity of a school resource officer (“SRO”) a body worn camera pursuant to the Illinois Law Enforcement Officer Body Worn Camera Act (“Act”), 50 ILCS 706/10 as part of a department-wide body worn camera policy. Prior to issuing a body worn camera, the Hinsdale Police Department will ensure the SRO has completed the mandatory training for use of the camera.
- B. The type of function the SRO is performing will determine whether the body worn camera is activated:
 - a. An SRO’s engagement in Community Caretaking Functions and school disciplinary functions is not subject to recording pursuant to the Act. A Community Caretaking Function is defined in the Law Enforcement Officer Body Worn Camera Act as “a task undertaken by a law enforcement officer in which the officer is performing an articulable act unrelated to the investigation of a crime.” Community Caretaking Functions comprise most school related responsibilities of the SRO including, but not limited to: meeting with teachers and staff, greeting and conversing with students and faculty in and around District facilities, and providing counseling, coaching, and direction to students for school related purposes. Therefore, the SRO’s body camera will not be activated during the performance of responsibilities unless recording is required under the Act.
 - b. Under the Act, the SRO is required to activate the body worn camera when responding to a police call for service on campus or engaged in “law enforcement-related encounters or activities,” as defined by the Body Worn Camera Act, including responding to police calls for service for a law enforcement purpose and criminal investigations and interrogations.
- C. Footage obtained on school grounds via the SRO’s body camera shall not be utilized for law enforcement training purposes and shall not be disseminated by the Police Department or Village for any non-law enforcement purpose other than to comply with court-issued orders, subpoenas, or all State and federal laws and this Agreement. Footage obtained on school grounds via the SRO’s body camera shall also be released to Hinsdale Township High School District No. 86 at the request of Hinsdale Township High School District No. 86 and pursuant to the Reciprocal Reporting Agreement entered into by and between Hinsdale Township High School District No. 86 and the Hinsdale Police Department pursuant to statutory authority including, but not limited to, the School Code, the Criminal Code, and the Juvenile Court Act. Hinsdale Township High School District No. 86 administrators also may request the SRO “flag” certain body worn camera footage to ensure a longer retention of such footage under the Act.
- D. The Superintendent of Hinsdale Township High School District No. 86 (or designee) and the Chief of Police (or designee) shall meet on a quarterly basis (e.g. January, April, July, October) to discuss any issues or concerns regarding implementation of the body cameras that arise during the term of this Agreement.

3-20-23 Draft

1124462_1



REQUEST FOR BOARD ACTION

Fire Department

AGENDA SECTION: First Reading – ZPS

SUBJECT: Resolution Authorizing the Execution of an Intergovernmental Agreement between the Villages of Hinsdale and Clarendon Hills

MEETING DATE: May 16, 2023

FROM: John Giannelli, Fire Chief

Recommended Motion

Approve the Resolution authorizing the execution of an Intergovernmental Agreement (IGA) between the Village of Clarendon Hills and the Village of Hinsdale in relation to the billing of ambulance calls.

Background

The Village of Hinsdale adopted the Ground Emergency Medical Transportation (GEMT) process in Fall of 2022 to set ambulance billing rates. Due to the operational responses where Clarendon Hills and Hinsdale respond to each other's calls for service, Village staff has worked with Clarendon Hills to develop an IGA that recognizes residents in both communities as residents for the purposes of ambulance billing, regardless of where the service is provided.

Discussion & Recommendation

The purpose of the Agreement is to ensure that when a Clarendon Hills ambulance transports a Hinsdale resident (from any location), and vice versa, the individual will not be "balanced billed" for any expenses beyond what is covered by the individual's insurance coverage or payments received from another source for the services provided.

Budget Impact

N/A

Village Board and/or Committee Action

N/A

Documents Attached

1. Resolution.
2. Intergovernmental Agreement.

RESOLUTION NO. R-23-17

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGES OF CLARENDON HILLS AND HINSDALE IN
REGARD TO THE SHARING OF CERTAIN FIRE DEPARTMENT SERVICES**

WHEREAS, the Parties have determined it is in their respective best interests to enter into an agreement in relation to the billing of ambulance calls; and

WHEREAS, this Agreement is entered into pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and pursuant to the provisions of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, the President and Board of Trustees of Clarendon Hills and Hinsdale have each determined that the public health, safety, and welfare requires that the billing for certain emergency medical service responses are coordinated between Hinsdale and Clarendon Hills,

NOW THEREFORE, BE IT RESOLVED by the Village President and Board of Trustees of the Village of Clarendon Hills, Illinois, as follows:

SECTION 1: Approval of Agreement: The Village hereby accepts the proposal dated May 2023 attached hereto and made a part hereof as Exhibit A.

SECTION 2: Authorization and Direction: The Village President is hereby authorized, empowered and directed to sign, and the Village Clerk to attest thereto, the proposal presented herein and any finally negotiated terms as set forth therein.

SECTION 3: Other Actions Authorized: The officers, employees, and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this Resolution and otherwise to consummate the transactions contemplated herein and shall take all actions necessary in conformity therewith including, without limitation, the execution

and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

SECTION 4: Acts of Village Officials: That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized, and confirmed.

SECTION 5: Effective Date: This Resolution shall be in full force and effect after its passage and approval as required by law.

PASSED and APPROVED this 1st day of May 2023.

AYES: Trustees Foster, Jordan, Russo, and Tuttle

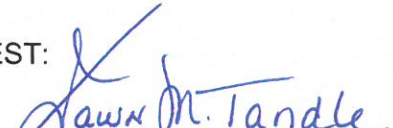
NAYS: None

ABSENT: Trustees DeDobbelaere and Lannert



Len Austin, Village President

ATTEST:



Dawn M. Tandle, Village Clerk



**AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGES OF CLARENDON HILLS AND HINSDALE IN
REGARD TO THE SHARING OF CERTAIN FIRE DEPARTMENT SERVICES**

This Intergovernmental Agreement (hereinafter referred to as the "Agreement"), made and entered into this ____ day of _____, 2023, by and between the Village of Clarendon Hills, DuPage County, Illinois, an Illinois municipal corporation, (hereinafter referred to as "Clarendon Hills") and the Village of Hinsdale, DuPage and Cook Counties, Illinois, an Illinois municipal corporation, (hereinafter referred to as "Hinsdale") (Clarendon Hills and Hinsdale being sometimes referred to herein individually as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, the Parties have determined it is in their respective best interests to enter into an agreement in relation to the billing of ambulance calls; and

WHEREAS, this Agreement is entered into pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and pursuant to the provisions of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, the President and Board of Trustees of Clarendon Hills and Hinsdale have each determined that the public health, safety and welfare requires that the billing for certain emergency medical service responses are coordinated between Hinsdale and Clarendon Hills,

NOW THEREFORE, for and in consideration of the foregoing, the mutual covenants contained in this Agreement, and other good available consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereto agree as follows:

1. **PURPOSE:** The purpose of this Agreement is to define the billing associated with the cooperative emergency medical services responses provided by each community to the other.

2. **EMERGENCY MEDICAL SERVICES:** Clarendon Hills and Hinsdale provide emergency medical services through local Resource Hospitals in Illinois EMS Region 8. EMS Region 8 provides standardized medical policies and procedures, training, and operational oversight. Clarendon Hills utilizes the Loyola University Emergency Medical Services System and their Resource Hospital while Hinsdale utilizes the Good Samaritan Emergency Medical Services System as their Resource Hospital.

Clarendon Hills and Hinsdale have existing schedules of ambulance fees based upon the type of service that is provided. The Parties also participate in the GEMT system administered by the State of Illinois to establish rates for Medicaid eligible patients. In particular, the Parties agree to treat individuals residing in either jurisdiction as a "Resident" of the community for providing the ambulance service regardless of where the service is provided. This includes the provision that a Resident will not be "balanced billed" for any expenses beyond what is covered by the individual's insurance coverage or payments received from another source for the services provided.

3. **EFFECTIVE DATE:** This Agreement shall be in effect from the date of its execution by the last Party to execute this Agreement.
4. **DURATION AND TERMINATION:** This initial term of this Agreement shall be one (1) year from the Effective Date, and this Agreement shall automatically renew for successive one (1) year terms unless a Party notifies the other Party in writing at least ninety (90) days prior to the end of the then-current term of its intent to terminate the Agreement upon the expiration of the then-current term.
5. **AMENDMENTS:** This Agreement may be amended at any time by the mutual agreement of the Parties; however, all amendments must be in writing and shall not be effective until approved by both Parties hereto.
6. **NOTICES:** All notices in connection with this Agreement shall be deemed delivered when mailed by certified mail, postage prepaid, or personally delivered, to the Parties hereto at the addresses shown below:

If to Clarendon Hills:

Village of Clarendon Hills
1 N. Prospect Avenue
Clarendon Hills, IL 60514
Attention: Village Manager

If to Hinsdale:

Village of Hinsdale
19 E. Chicago Avenue
Hinsdale, IL 60521
Attention: Village Manager

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be approved by their respective Corporate Authorities and executed by their respective authorized officers on the date(s) set forth next to the respective signatures.

VILLAGE OF HINSDALE

BY:

Hinsdale Village President

ATTEST: _____
Village Clerk

(SEAL)

DATE: _____, 2023

VILLAGE OF CLARENDON HILLS

BY:



Clarendon Hills Village President

ATTEST: 
Village Clerk

(SEAL)

DATE: May 1, 2023



Community Development

AGENDA SECTION: First Reading – ZPS

SUBJECT: Performance Wealth Management – 36 E. Hinsdale Avenue – Exterior Appearance and Site Plan Review to allow for exterior changes to the rear façade on the existing building located at 36 E. Hinsdale Avenue in the B-2 Central Business District – Case A-17-2022

MEETING DATE: May 16, 2023

FROM: Bethany Salmon, Village Planner

Recommended Motion

Approve an Ordinance Approving an Exterior Appearance and Site Plan for Improvements to an Existing Building – 36 E. Hinsdale Avenue – Performance Wealth Management

Project Overview

Applicant: Courtland, LLC

Subject Property: 36 E. Hinsdale Avenue (PIN: 09-12-129-005)

Existing Zoning & Land Use: B-2 Central Business District – Beauty Salon (Salon Lofts) on the First Floor / Performance Wealth Management on the Second Floor

Surrounding Zoning & Land Use:

North: OS Open Space District – (across Burlington Northern Railroad) Burlington Park

South: IB Institutional Buildings District – Village-Owned Parking Lot

East: B-2 Central Business District – Restaurant / Offices

West: B-2 Central Business District – Restaurant / Barbershop

Required Approvals: Exterior Appearance / Site Plan Review (Section 11-604 / Section 11-606 of the Zoning Code)

Background

The first floor tenant space of the building is occupied by Salon Lofts, a beauty salon, and the second floor is occupied by Performance Wealth Management, which operates an office specializing in financial planning and wealth management.

The subject property is located in the Downtown Historic District. According to the 2006 National Register of Historic Places Nomination and the 2003 Architectural Resources in the Downtown Survey Area, the building is classified as a Contributing Structure in the Historic District. The building was constructed in 1924 and features Two-Part Commercial Block architecture. According to the 2003 Downtown Survey, the building was formerly used as a garage for a Ford Motor Dealership once located in the adjacent building at 40 E. Hinsdale Avenue and was later converted into a toy store.

In 2018, the Village Board approved an Exterior Appearance Plan to modify the front and rear façade by Ordinance No. O2018-12. On the front façade, a new alcove and entrance way were constructed for the second floor tenant space and modifications were made to the existing first floor storefront. At the rear of the building, an overhead door and awning were removed and replaced with new entrance doors and awnings. A new brick clad elevator tower was also constructed on the roof.

On January 4, 2022, by Ordinance No. O2022-02, the Village Board approved an Exterior Appearance and Site Plan Review to allow for changes to the front and rear façade for Performance Wealth Management. A Sign Permit Review was also approved to allow for the installation of one (1) wall sign on the front of the building. Exterior changes on the front facade included the installation of new trim around the entrance to the second floor tenant space and three (3) black gooseneck lights above the new door header to illuminate the sign area. On the rear façade, one of the two black awnings were to be recovered with a dark navy blue fabric, but this work was not completed due to the current request to install new trim around the doorway, described below.

Project Summary

The applicant requests approval of an Exterior Appearance and Site Plan Review to allow for changes to the rear façade of the existing two-story, multi-tenant building for Performance Wealth Management located at 36 E. Hinsdale Avenue in the B-2 Central Business District.

On the rear façade, one of the two awnings will be removed and new decorative trim will be installed around the entrance doors for Performance Wealth Management. The design is intended to match the entrance trim installed in 2022 on the front facade for Performance Wealth Management. The trim will be constructed of wood and painted white.

Based on the recommendation from the Historic Preservation Commission, the design of the pilasters, bases of the pilasters, header, and trim was revised for the Plan Commission to review so that the proposed entrance surround would be proportioned and scaled appropriately, in addition to removing the exposed brick area between the pilasters and the doorway. The applicant also revised the plans to include three (3) black gooseneck lights above the entrance to illuminate the proposed wall sign below. The overall height of the door surround from grade to the top trim will be 10'-7", which is shown to align with the height of the adjacent awning.

The Plan Commission simultaneously reviewed a Sign Permit Review request for the installation of one (1) wall sign on the rear façade within the header area above the entrance doors that will be externally illuminated by three (3) gooseneck lights. The proposed sign consists of aluminum pin-mounted blue letters and a gold logo, with an overall sign area of 9.4 square feet. The existing permanent window signage for Performance Wealth Management and the existing rear wall sign for Salon Lofts will be removed to meet code requirements. The Plan Commission has final authority over Sign Permit Reviews and voted to approve the Sign Permit.

Project Details

The applicant previously proposed a different design and configuration for the rear wall sign and entrance door surround at the Historic Preservation Commission Meeting on August 3, 2022. Please refer to the Meeting History section below for additional information on the original proposal and recommendations provided to the applicant. Under the revised proposal for review by the Plan Commission, the applicant is proposing the following changes to the rear façade of the building:

This application was reviewed by the HPC August 3, 2022. Based on the recommendations from the HPC, the applicant submitted revised plans for the PC to review that show a different design and configuration for the rear wall sign and entrance door surround. On the rear façade, one of the two awnings will be removed and new decorative trim will be installed around one of the entrance doors. The design is intended to match the entrance trim installed in 2022 on the front facade for Performance Wealth Management. The existing Salon Lofts sign on the rear elevation will be removed.

Meeting History

Historic Preservation Commission Meeting – August 3, 2022 – Mike Zalud Jr., representing Courtland, LLC, provided an overview of the proposed changes and answered questions from the Commissioners. No public comments were provided at the meeting.

The Commission expressed concern that the design of the proposed surround and trim around the rear entrance doors was not proportional. Commissioners recommended that the design be altered to match the scale use on the front entrance surround and the pilasters be widened so that the brick area between the pilaster and door frame would not be exposed.

The applicant also presented plans to install one (1) new internally-illuminated wall sign measuring 14 square feet in size in the same location as the existing Salon Lofts sign on the rear of the building. The Commission expressed concerns over the sign design, noting that internally illuminated cabinet signs were not preferred or appropriate in the historic downtown. Several Commissioners also recommended that the sign be relocated to the header trim area above the doors, which would be a more logical location for indicating the entrance of the business and would match the design on the front facade.

The Historic Preservation Commission recommended approval of the Exterior Appearance and Site Plan Review to allow for exterior changes to the rear façade, by a vote of four (4) ayes and zero (0) nays, with three (3) absent, subject to the condition that the applicant take into account the comments at the meeting, including making the door surround proportional and eliminating the exposed brick area between the pilasters and door opening.

The Historic Preservation Commission recommended denial of the Sign Permit Review to allow for the installation of one (1) new wall sign on the rear façade of the building, by a vote of four (4) ayes and zero (0) nays, with three (3) absent. The Commission recommended that the wall sign be relocated to the trim area above the double doors and that the sign be illuminated with gooseneck lighting, similar to the design utilized on the front façade.

Plan Commission Meeting – April 12, 2023 – Mike Zalud Jr., representing Courtland, LLC, provided an overview of the proposed changes and answered questions from the Commissioners. No public comments were provided at the meeting.

The applicant submitted revised plans with a different design and configuration for the rear wall sign and entrance door surround for the Plan Commission to review that addressed the comments of the Historic Preservation Commission. At the public meeting, the Plan Commissioners expressed support for the project and provided positive feedback for the changes made based on the recommendations by the Historic Preservation Commission. The proposed rear entrance would be visually compatible with the historic building and will help enhance the appearance of the rear façade along the alley.

By a vote of five (5) ayes and zero (0) nays, with four (4) absent, the Plan Commission recommended approval of Case A-17-2022 – 36 E. Hinsdale Avenue – Exterior Appearance and Site Plan Review to allow for exterior changes to the rear façade and a Sign Permit Review to allow for the installation of one (1) new wall sign on the existing building located at 36 E. Hinsdale Avenue in the B-2 Central Business District, as submitted.

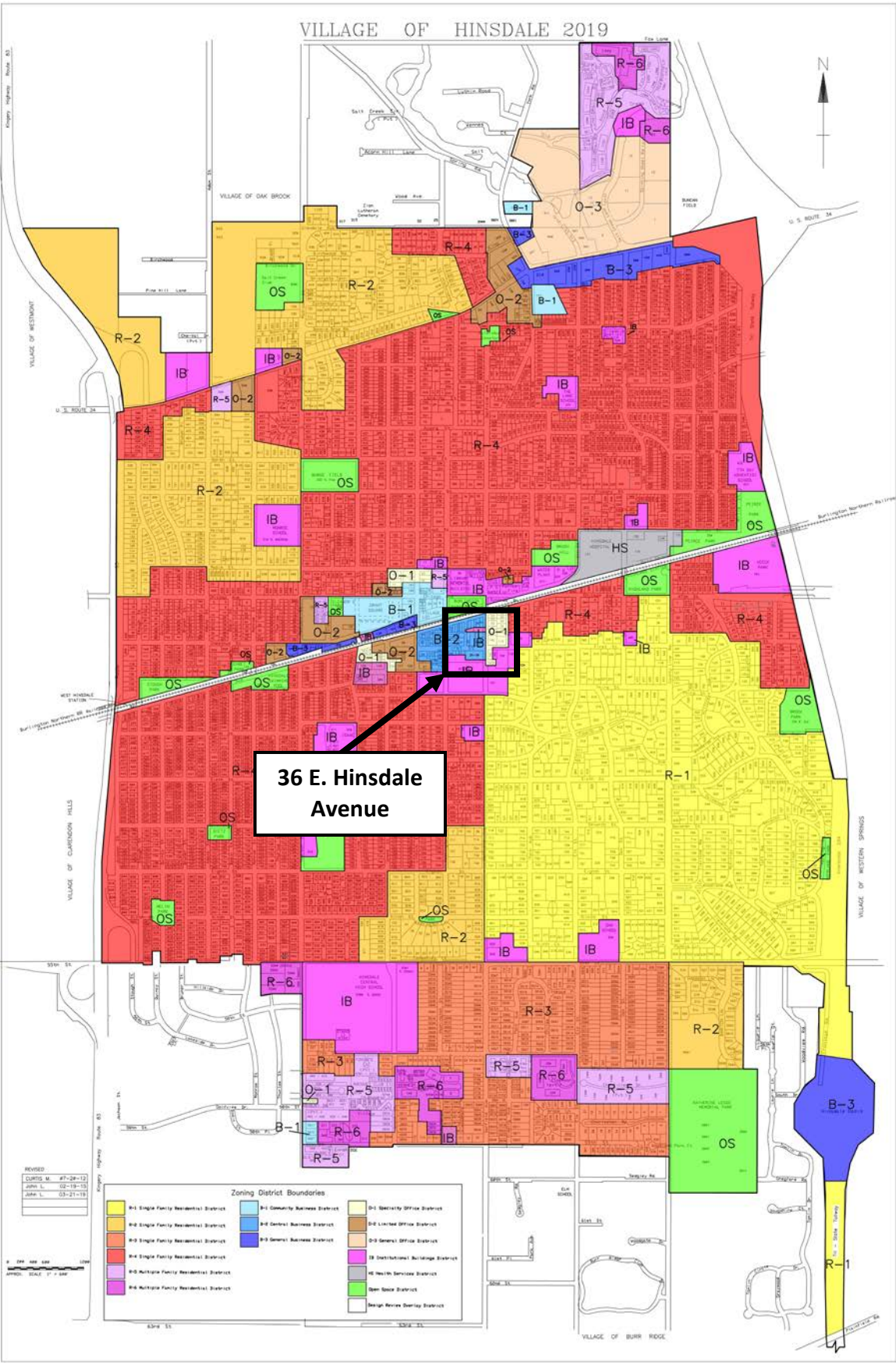
Village Board and/or Committee Action

N/A

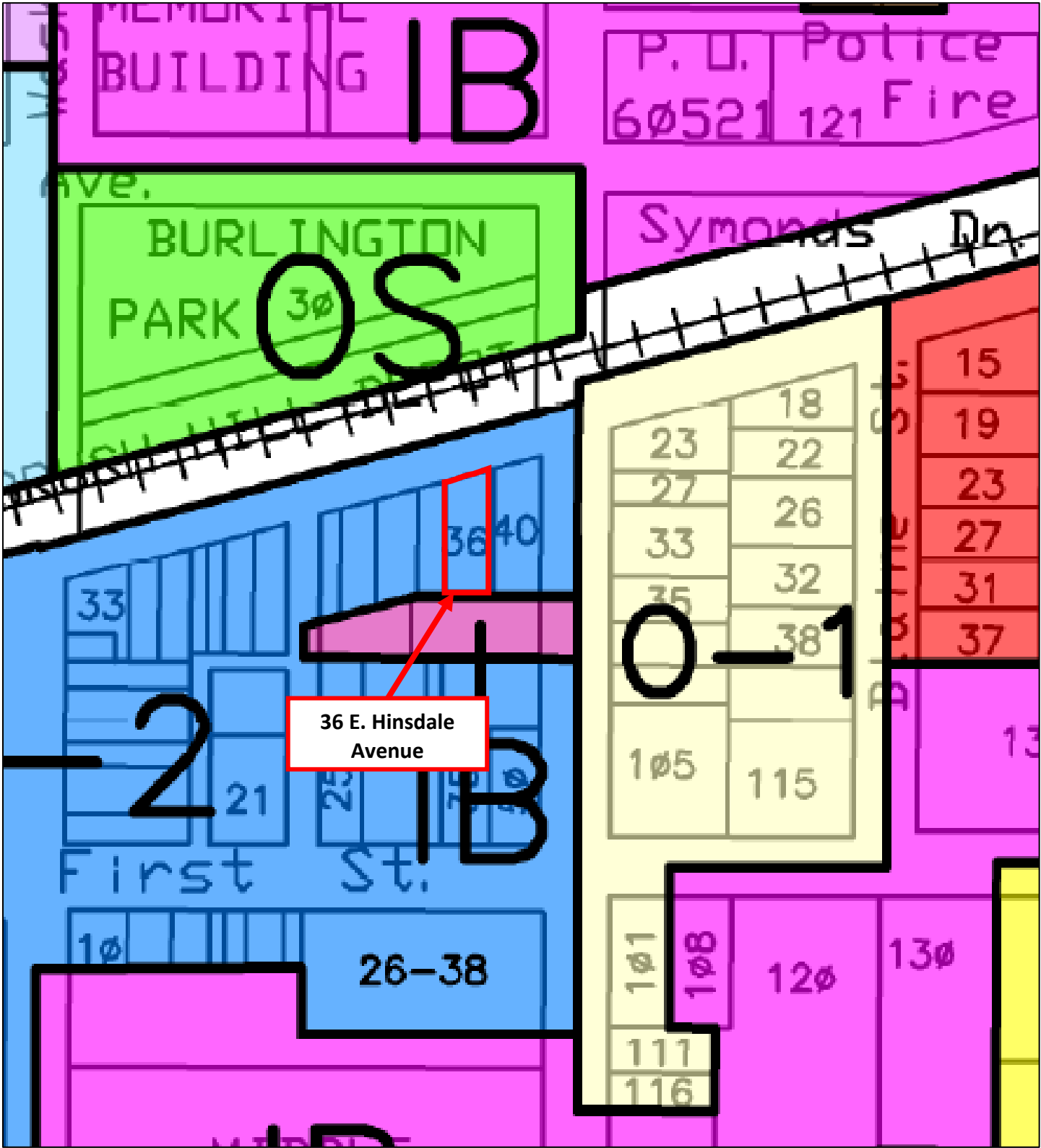
Documents Attached

1. Zoning Map and Project Location
2. Birdseye View
3. Street View
4. National Register of Historic Places Nomination Sheet (2006)
5. Architectural Resources in the Downtown Survey Area Survey Sheet (2003)
6. Original Plans Presented to the Historic Preservation Commission on August 3, 2022
7. Exterior Appearance & Site Plan Review / Sign Permit Review Applications and Exhibits
8. Draft Ordinance
9. Draft Plan Commission Findings and Recommendations

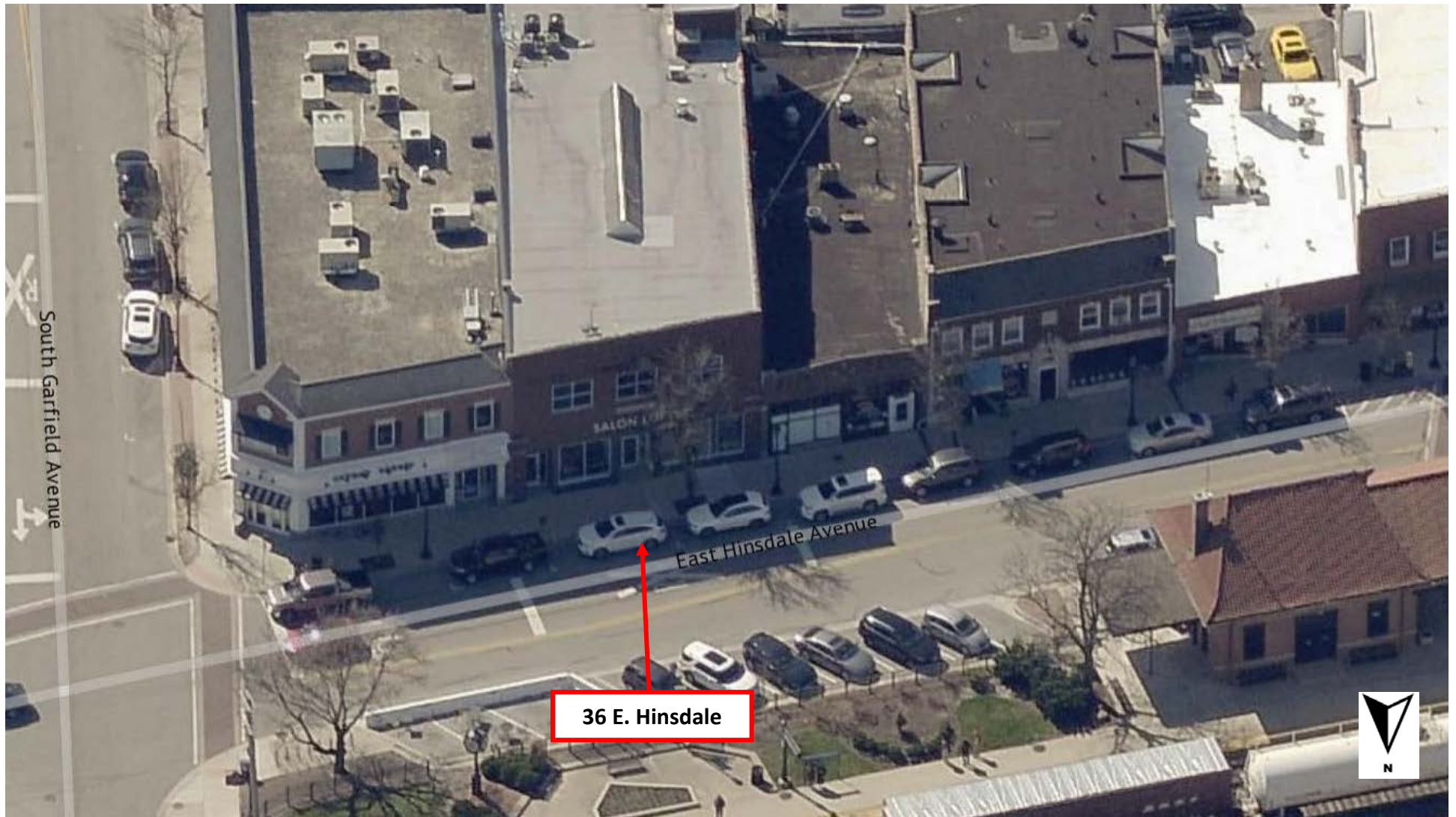
Village of Hinsdale Zoning Map and Project Location



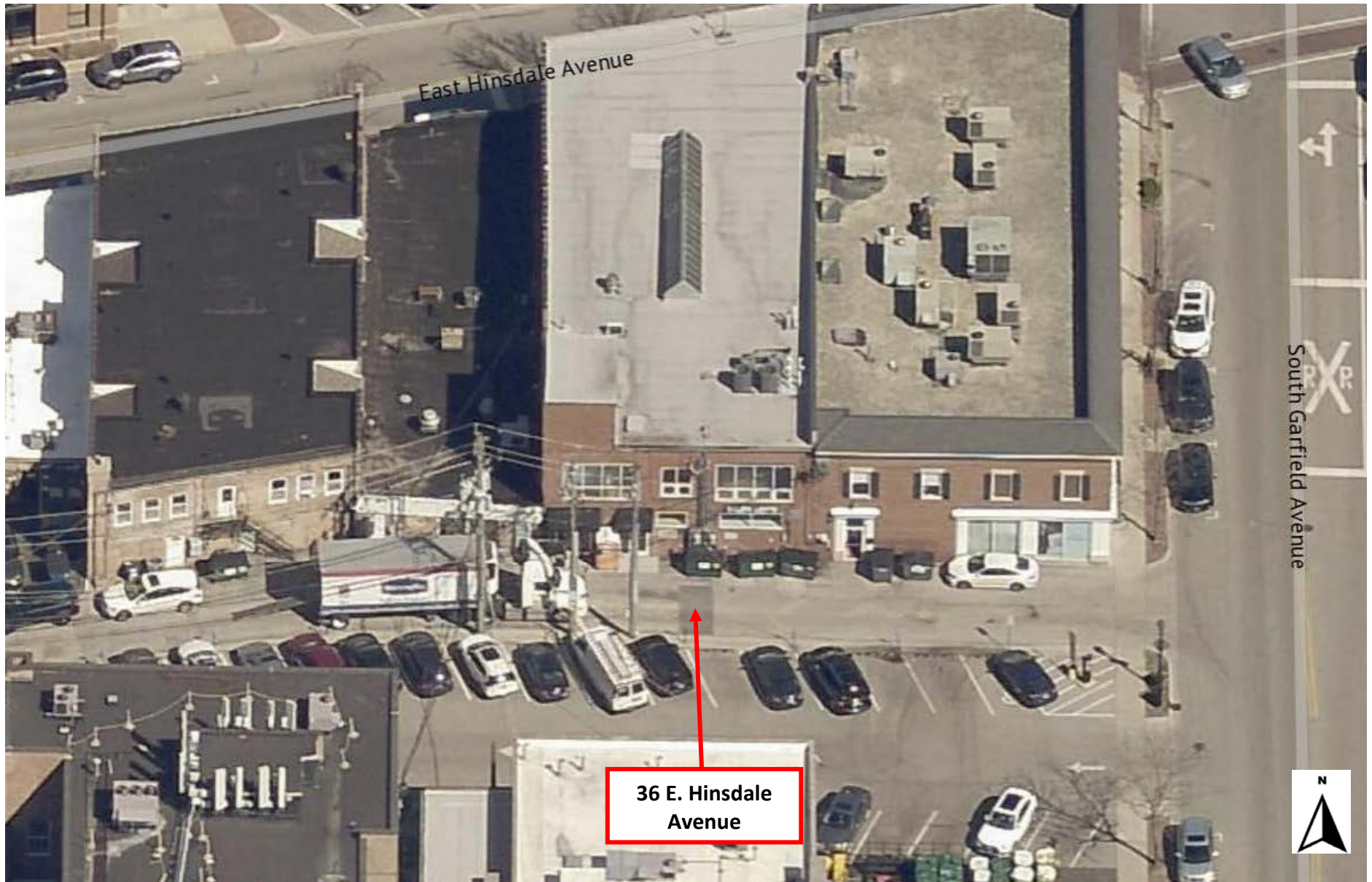
Village of Hinsdale Zoning Map and Project Location



Birds Eye View – 36 E. Hinsdale Avenue



Birds Eye View – 36 E. Hinsdale Avenue



Street View – 36 E. Hinsdale Avenue



Street View – 36 E. Hinsdale Avenue



United States Department of the Interior
National Park Service

National Register of Historic Places
Continuation Sheet

Section number 7 Page 8

Downtown Hinsdale Historic District
Hinsdale, DuPage County, IL

24	E	HINSDALE	AV	Two Part Commercial Block	Commercial style	1909	C	Mohr Building		
26-26.5	E	HINSDALE	AV	One Part Commercial Block		1957	NC			
28-30	E	HINSDALE	AV	Two Part Commercial Block	Classical; Renaissance Revival	1928-30	C	Clineff's Home Restaurant Building	Flaks, Francis A.	
32-34	E	HINSDALE	AV	One Part Commercial Block	Commercial Style	1912	C			
36	E	HINSDALE	AV	Two Part Commercial Block		1924	C			Brown & Loehman
40	E	HINSDALE	AV	Two Part Commercial Block	Neo-Traditional	1998	NC			
8	W	HINSDALE	AV	Two Part Commercial Block	Colonial Revival	c. 1927	C			
14-16	W	HINSDALE	AV	Two Part Commercial Block	Colonial Revival	1926	C	Old Post Office	Zook, R. Harold	William Soltwisch and Sons
18	W	HINSDALE	AV	One Part Commercial Block		c. 1902	C			
20	W	HINSDALE	AV	Two Part Commercial Block		1894	C			
24	W	HINSDALE	AV	One Part Commercial Block	Commercial style	1923	C	Fleck Automobile Building		
28	W	HINSDALE	AV	One Part Commercial Block		1922	C	McClintock Building/Auto Dealership		
13	S	LINCOLN	ST	One Part Commercial Block		c. 1920	NC			
53	S	LINCOLN	ST	Freestanding	Colonial Revival	c. 1935	C			
109		SYMONDS	DR	Post Office	Georgian Revival	1939-40	C	United States Post Office - Hinsdale, IL	Simon, Louis A.	
40-46		VILLAGE	CT	Strip Mall	Colonial Revival	1908, 1960s	NOC			
33-35	S	WASHINGTON	ST	Two Part Commercial Block	Queen Anne; Classical	1900	C			Frosher, Adolph

Village of HINSDALE - COMMERCIAL

ILLINOIS URBAN ARCHITECTURAL AND HISTORICAL SURVEY

STREET #	36
DIRECTION	E
STREET	HINSDALE
ABB	AV
PIN	
LOCAL SIGNIFICANCE RATING	C
POTENTIAL IND NR? (Y or N)	N
CRITERIA	
Contributing to a NR DISTRICT?	C
Contributing secondary structure?	-
Listed on existing SURVEY?	



GENERAL INFORMATION

CATEGORY	building	CURRENT FUNCTION	Commerce/Trade - business
CONDITION	good	HISTORIC FUNCTION	Commerce/Trade
INTEGRITY	minor alterations	REASON for SIGNIFICANCE	
STOREFRONT INTEGRITY	minor alterations		
SECONDARY STRUCTURE			

ARCHITECTURAL DESCRIPTION

ARCHITECTURAL CLASSIFICATION	Two Part Commercial Block	PLAN	rectangular
DETAILS		NO OF STORIES	2
BEGINYEAR	1924	ROOF TYPE	Flat
OTHER YEAR		ROOF MATERIAL	Not visible
DATESOURCE	Building permit #583	FOUNDATION	Not visible
WALL MATERIAL (current)	Brick	PORCH	
WALL MATERIAL 2 (current)		WINDOW MATERIAL	metal
WALL MATERIAL (original)	Brick	WINDOW MATERIAL	plate glass
WALL MATERIAL 2 (original)		WINDOW TYPE	awning; display
		WINDOW CONFIG	grouped
SIGNIFICANT FEATURES	Three bay façade; grouped metal windows at 2nd floor with stone sills below; 2 rectangular brick panels at top with stacked bond (4 rows)		
ALTERATIONS	Brick appears to have been sandblasted		

**STOREFRONT
FEATURES**

Flushed, central entry configuration; stone entry surround (Art Deco) and bulkhead; plate glass display windows; simple corner piers with simple limestone capitals

**STOREFRONT
ALTERATIONS**

Transom has been bricked in above display windows with similar brick as the façade

HISTORIC INFORMATION**HISTORIC
NAME****COMMON
NAME**

C. Foster Toys

COST

\$15,000

ARCHITECT**ARCHITECT2****BUILDER**

Brown & Loehman

**ARCHITECT
SOURCE****HISTORIC
INFO**

Built by owner, the Buchholz brothers operated a Ford dealership next door for many years (sources: building permits and Ziegweid)..

LANDSCAPE

Midblock on busy commercial street; sidewalks at front; tree in front of store; railroad tracks across the street; parallel parking at front

PHOTO INFORMATION**ROLL1**

5

FRAMES1

6

ROLL2

8

FRAMES2

10a

ROLL3**FRAMES3****DIGITAL
PHOTO ID**

d:\hinsdale036e.j
pg

SURVEY INFORMATION**PREPARER**

Jennifer Kenny

**PREPARER
ORGANIZATION**

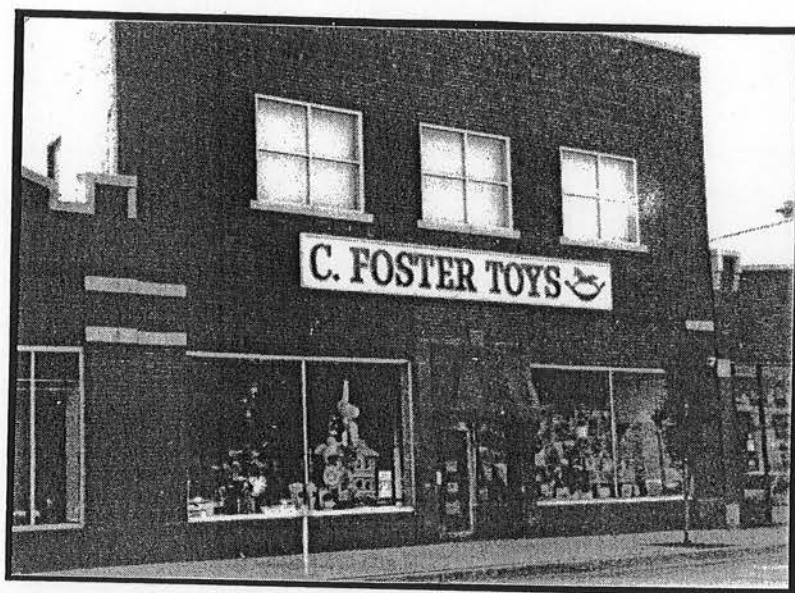
Historic Certification
Consultants

SURVEYDATE

6/25/03

SURVEYAREA

DOWNTOWN



36 EAST HINSDALE AVENUE
Foster Toys

The Buchholz brothers had this building built in 1924-25 for their Ford-Lincoln dealership which began next door, at 40 East Hinsdale Avenue, in 1917.

The Buchholz brothers continued their dealership here for many years until Charles J. Foster bought the building and the business and continued to carry on the Ford dealership until the business was converted to a toy store now operated by Mr. Foster's son, Charles O. Foster.

Later owners of the building were Henry Bosse and Mr. and Mrs. Charles O. Foster, the current owners.



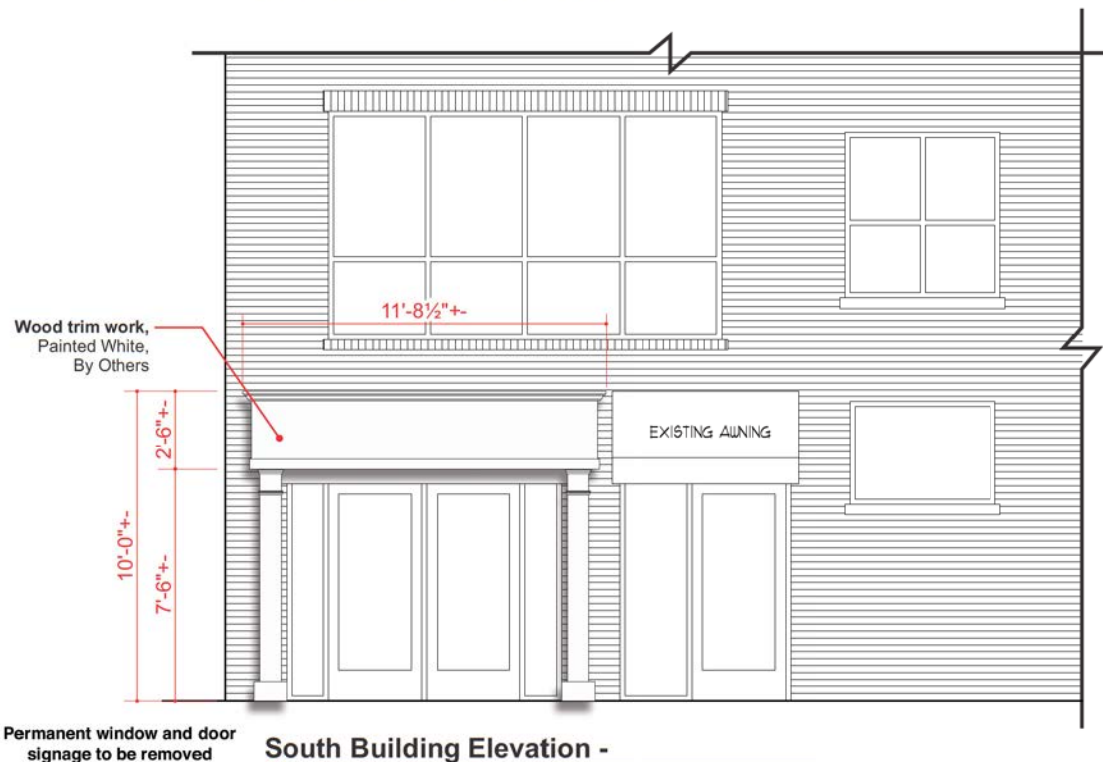
South Building Elevation - Before



South Building Elevation - AFTER

Trim Work Around Doorway -

Trim work around rear building entrance - By Others



South Building Elevation -

Scale 1/4" = 1'-0"



**PERFORMANCE
WEALTH**

36 E Hinsdale Avenue
Hinsdale, IL 60521

drawn by
PAMELA F

• job#: 21-8746
• 06-10-21
• rev.# 05-18-22

Comments:

SIGN LAYOUT

**OLYMPIK
SIGNS**

account representative / client
ROB WHITEHEAD

1130 N. Garfield
Lombard, IL 60148 Ph.# 630.424.6100 Fx.# 630.424.6120 WWW.OLYSIGNS.COM

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page 2 of 4

Original Plans Submitted at the
Historic Preservation Commission
Meeting on 8/3/2022



Street Views of Site -



**PERFORMANCE
WEALTH**

36 E Hinsdale Avenue
Hinsdale, IL 60521

drawn by
PAMELA F

• job#: 21-8956
• 12-10-21
• rev.# 05-18-22

Comments:

**OLYMPIK
SIGNS**

account representative / client
ROB WHITEHEAD

1130 N. Garfield
Lombard, IL 60148

Ph.# 630.424.6100

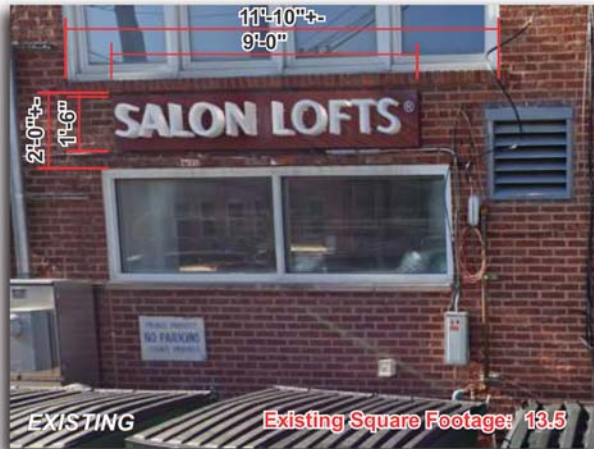
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page 3 of 4

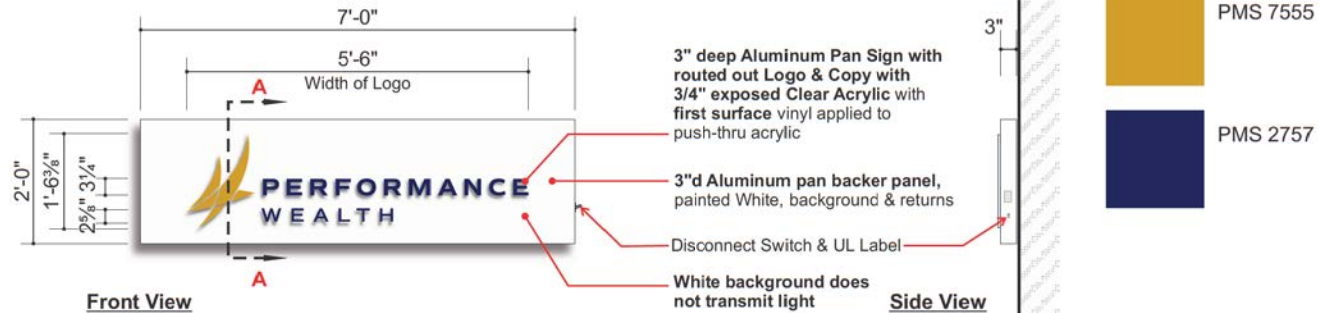
Original Plans Submitted at the
Historic Preservation Commission
Meeting on 8/3/2022



North Building Elevation - Before



North Building Elevation - AFTER



S/F Illuminated Wall Sign - Routed Out Face with Push-Thru

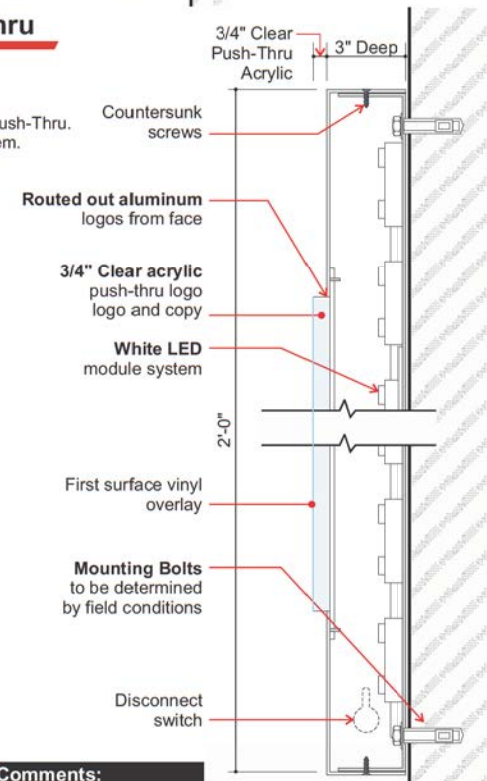
Scale 1/2" = 1'-0"

Qty: (1) Required

Square Footage: 14.0

3" deep Aluminum pan sign cabinet, routed out logo and copy with 3/4" exposed Clear Acrylic Push-Thru. First surface applied cut vinyl to exposed acrylic. Sign to illuminated with White LED lighting system. Sign to use existing electrical service from existing sign.

Field survey required prior to fabrication. Drawing for concept purposes only.



PROPOSED - NIGHT

PERFORMANCE WEALTH

36 E Hinsdale Avenue
Hinsdale, IL 60521

drawn by
PAMELA F

• job#: 21-8956
• 12-10-21
• rev.# 05-18-22

Comments:

Section A -

Scale 3" = 1'-0"

OLYMPIK SIGNS

account representative / client
ROB WHITEHEAD

1130 N. Garfield
Lombard, IL 60148

Ph.# 630.424.6100

Fx.# 630.424.6120

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page 4 of 4

Original Plans Submitted at the
Historic Preservation Commission
Meeting on 8/3/2022



**VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT
DEPARTMENT**

PLAN COMMISSION APPLICATION

I. GENERAL INFORMATION

Applicant

Name: Courtland, LLC
Address: PO Box 9332
Naperville, IL 60567
City/Zip: _____
Phone/Fax: (630) 854 / 6300
E-Mail: mikejr@courtlandgc.com

Owner

Name: Performance Wealth Management
Address: 36 E Hinsdale Ave - 2nd Floor
Hinsdale, IL 60521
City/Zip: _____
Phone/Fax: (630) 686 / 5715
E-Mail: rgough@performancewealthpartners.com

Others, if any, involved in the project (i.e. Architect, Attorney, Engineer)

Name: _____
Title: _____
Address: _____
City/Zip: _____
Phone/Fax: (____) _____ / _____
E-Mail: _____

Name: _____
Title: _____
Address: _____
City/Zip: _____
Phone/Fax: (____) _____ / _____
E-Mail: _____

Disclosure of Village Personnel: (List the name, address and Village position of any officer or employee of the Village with an interest in the owner of record, the Applicant or the property that is the subject of this application, and the nature and extent of that interest)

- 1) _____
- 2) _____
- 3) _____

II. SITE INFORMATION

Address of subject property: 36 E. Hinsdale Avenue

Property identification number (P.I.N. or tax number): 09 - 12 - 129 - 005

Brief description of proposed project: _____

Install trim surround sign to mimic front entrance sign

General description or characteristics of the site: Existing downtown brick building with direct access

Existing zoning and land use: B-2 - Storage

Surrounding zoning and existing land uses:

North: OS

South: IB

East: B-2

West: B-2

Proposed zoning and land use: B-2 Office - Wealth Management

Please mark the approval(s) you are seeking and attach all applicable applications and standards for each approval requested:

☒ Site Plan Approval 11-604

☐ Design Review Permit 11-605E

☒ Exterior Appearance 11-606E

☐ Special Use Permit 11-602E
Special Use Requested: _____

☐ Map and Text Amendments 11-601E
Amendment Requested: _____

☐ Planned Development 11-603E

☐ Development in the B-2 Central Business District Questionnaire

TABLE OF COMPLIANCE

Address of subject property: 36 E Hinsdale

The following table is based on the B-2 Zoning District.

	Minimum Code Requirements	Proposed/Existing Development
Minimum Lot Area (s.f.)	2500	6975 / 6975
Minimum Lot Depth	125	142.5 / 142.5
Minimum Lot Width	20	45.2 / 45.2
Building Height	30	34.5 / 34.5*
Number of Stories	2	2 / 2
Front Yard Setback	0	0 / 0
Corner Side Yard Setback	0	0 / 0
Interior Side Yard Setback	0	0 / 0
Rear Yard Setback	20	21 / 21
Maximum Floor Area Ratio (F.A.R.)*	2.5 X	1.33 / 1.33 9315 SF
Maximum Total Building Coverage*	80%	83% 5768 / 83% 5768*
Maximum Total Lot Coverage*	100%	100% / 100%
Parking Requirements	N/A	N/A
Parking front yard setback	N/A	N/A
Parking corner side yard setback	N/A	N/A
Parking interior side yard setback	N/A	N/A
Parking rear yard setback	N/A	N/A
Loading Requirements	N/A	N/A
Accessory Structure Information	N/A	N/A

* Must provide actual square footage number and percentage.

Where any lack of compliance is shown, state the reason and explain the Village's authority, if any, to approve the application despite such lack of compliance: _____

* EXISTING - NON CONFORMING

CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

- A. The statements contained in this application are true and correct to the best of the Applicant's knowledge and belief. The owner of the subject property, if different from the applicant, states that he or she consents to the filing of this application and that all information contained in this application is true and correct to the best of his or her knowledge.
- B. The applicant understands that an incomplete or nonconforming application will not be considered. In addition, the applicant understands that the Village may require additional information prior to the consideration of this application which may include, but is not limited to, the following items:
1. Minimum yard and setback dimensions and, where relevant, relation of yard and setback dimensions to the height, width, and depth of any structure.
 2. A vehicular and pedestrian circulation plan showing the location, dimensions, gradient, and number of all vehicular and pedestrian circulation elements including rights-of-way and streets; driveway entrances, curbs, and curb cuts; parking spaces, loading spaces, and circulation aisles; sidewalks, walkways, and pathways; and total lot coverage of all circulation elements divided as between vehicular and pedestrian ways.
 3. All existing and proposed surface and subsurface drainage and retention and detention facilities and all existing and proposed water, sewer, gas, electric, telephone, and cable communications lines and easements and all other utility facilities.
 4. Location, size, and arrangement of all outdoor signs and lighting.
 5. Location and height of fences or screen plantings and the type or kind of building materials or plantings used for fencing or screening.
 6. A detailed landscaping plan, showing location, size, and species of all trees, shrubs, and other plant material.
 7. A traffic study if required by the Village Manager or the Board or Commission hearing the application.
- C. The Applicants shall make the property that is the subject of this application available for inspection by the Village at reasonable times;
- D. If any information provided in this application changes or becomes incomplete or inapplicable for any reason following submission of this application, the Applicants shall submit a supplemental application or other acceptable written statement containing the new or corrected information as soon as practicable but not less than ten days following the change, and that failure to do so shall be grounds for denial of the application; and
- E. The Applicant understands that he/she is responsible for all application fees and any other fees, which the Village assesses under the provisions of Subsection 11-301D of the Village of Hinsdale Zoning Code as amended April 25, 1989.
- F. THE OWNER OF THE SUBJECT PROPERTY AND, IF DIFFERENT, THE APPLICANT ARE JOINTLY AND SEVERALLY LIABLE FOR THE PAYMENT OF THE APPLICABLE APPLICATION FEE. BY SIGNING THE APPLICATION, THE OWNER HAS AGREED TO PAY SAID FEE, AND TO CONSENT TO THE FILING AND FORECLOSURE OF A LIEN AGAINST SUBJECT PROPERTY FOR THE FEE PLUS COSTS OF COLLECTION, IF THE ACCOUNT IS NOT SETTLED WITHIN THIRTY (30) DAYS AFTER THE MAILING OF A DEMAND FOR PAYMENT.

On the 11th day of March, 2022, I/We have read the above certification, understand it, and agree to abide by its conditions.

Signature of applicant or authorized agent

Mike Zahner
Name of applicant or authorized agent

Signature of applicant or authorized agent

Name of applicant or authorized agent

SUBSCRIBED AND SWORN
to before me this 11th day of
March, 2022.

Cathy Dybas-Kesek
Notary Public

CATHERINE DYBAS KESEK
Official Seal
Notary Public - State of Illinois
My Commission Expires Apr 9, 2026



**COMMUNITY DEVELOPMENT
DEPARTMENT
EXTERIOR APPEARANCE AND
SITE PLAN REVIEW CRITERIA**

36 E Hinsdale Ave, Hinsdale, IL 60521 - Back Alley Facade

Address of proposed request: _____

REVIEW CRITERIA

Section 11-606 of the Hinsdale Zoning Code regulates Exterior appearance review. The exterior appearance review process is intended to protect, preserve, and enhance the character and architectural heritage and quality of the Village, to protect, preserve, and enhance property values, and to promote the health, safety, and welfare of the Village and its residents. Please note that Subsection Standards for building permits refers to Subsection 11-605E Standards and considerations for design permit review.

*****PLEASE NOTE*** If this is a non-residential property within 250 feet of a single-family residential district, additional notification requirements are necessary. Please contact the Village Planner for a description of the additional requirements.**

FEES for Exterior Appearance/Site Plan Review:

Standard Application: \$600.00

Within 250 feet of a Single-Family Residential District: \$800

Below are the criteria that will be used by the Plan Commission, Zoning and Public Safety Committee and Board of Trustees in reviewing Exterior Appearance Review requests. Please respond to each criterion as it relates to the application. Please use an additional sheet of paper to respond to questions if needed.

1. *Open spaces.* The quality of the open space between buildings and in setback spaces between street and facades.
Yes

2. *Materials.* The quality of materials and their relationship to those in existing adjacent structures.
Yes, rear door surround mimic front facade surround.

3. *General design.* The quality of the design in general and its relationship to the overall character of neighborhood.
Yes, quality to match front facade sign.

4. *General site development.* The quality of the site development in terms of landscaping, recreation, pedestrian access, auto access, parking, servicing of the property, and impact on vehicular traffic patterns and conditions on-site and in the vicinity of the site, and the retention of trees and shrubs to the maximum extent possible.
No impact
5. *Height.* The height of the proposed buildings and structures shall be visually compatible with adjacent buildings.
Yes, it is visually compatible with adjacent buildings.
6. *Proportion of front façade.* The relationship of the width to the height of the front elevation shall be visually compatible with buildings, public ways, and places to which it is visually related.
N/A - Rear facade, no impact on front elevation.
7. *Proportion of openings.* The relationship of the width to the height of windows shall be visually compatible with buildings, public ways, and places to which the building is visually related.
Yes, comparable to adjacent properties and previously installed front facade signage.
8. *Rhythm of solids to voids in front facades.* The relationship of solids to voids in the front façade of a building shall be visually compatible with buildings, public ways, and places to which it is visually related.
N/A - Rear facade
9. *Rhythm of spacing and buildings on streets.* The relationship of a building or structure to the open space between it and adjoining buildings or structures shall be visually compatible with the buildings, public ways, and places to which it is visually related.
Yes it is visually compatible.
10. *Rhythm of entrance porch and other projections.* The relationship of entrances and other projections to sidewalks shall be visually compatible with the buildings, public ways, and places to which it is visually related.
Yes, it is visually compatible.
11. *Relationship of materials and texture.* The relationship of the materials and texture of the façade shall be visually compatible with the predominant materials to be used in the buildings and structures to which it is visually related.
Yes, the predominant materials are consistent with adjacent buildings.

12. *Roof shapes.* The roof shape of a building shall be visually compatible with the buildings to which it is visually related.

N/A

13. *Walls of continuity.* Building facades and appurtenances such as walls, fences, and landscape masses shall, when it is a characteristic of the area, form cohesive walls of enclosure along a street to ensure visual compatibility with the buildings, public ways, and places to which such elements are visually related.

Yes

14. *Scale of building.* The size and mass of buildings and structures in relation to open spaces, windows, door openings, porches, and balconies shall be visually compatible with the buildings, public ways, and places to which they are visually related.

Yes, it matches front facade signage.

15. *Directional expression of front elevation.* The buildings shall be visually compatible with the buildings, public ways, and places to which it is visually related in its directional character, whether this be vertical character, horizontal character, or nondirectional character.

Yes

16. *Special consideration for existing buildings.* For existing buildings, the Plan Commission and the Board of Trustees shall consider the availability of materials, technology, and craftsmanship to duplicate existing styles, patterns, textures, and overall detailing.

Yes

REVIEW CRITERIA – Site Plan Review

Below are the criteria that will be used by the Plan Commission and Board of Trustees in determining if the application does not meet the requirements for Site Plan Approval. Briefly describe how this application will not do the below criteria. Please respond to each criterion as it relates to the application. Please use an additional sheet of paper to respond to questions if needed.

Section 11-604 of the Hinsdale Zoning Code regulates Site Plan Review. The site plan review process recognizes that even those uses and developments that have been determined to be generally suitable for location in a particular district are capable of adversely affecting the purposes for which this code was enacted unless careful consideration is given to critical design elements.

1. The site plan fails to adequately meet specified standards required by the Zoning Code with respect to the proposed use or development, including special use standards where applicable.
Meets all standards
2. The proposed site plan interferes with easements and rights-of-way.
Proposed site plan does not interfere
3. The proposed site plan unreasonably destroys, damages, detrimentally modifies, or interferes with the enjoyment of significant natural, topographical, or physical features of the site.
Proposed plan appropriately fits existing building facade
4. The proposed site plan is unreasonably injurious or detrimental to the use and enjoyment of surrounding property.
No effect to usage or enjoyment.
5. The proposed site plan creates undue traffic congestion or hazards in the public streets, or the circulation elements of the proposed site plan unreasonably creates hazards to safety on or off site or disjointed, inefficient pedestrian or vehicular circulation paths on or off the site.
No impact on traffic congestion.
6. The screening of the site does not provide adequate shielding from or for nearby uses.
No impact.
7. The proposed structures or landscaping are unreasonably lacking amenity in relation to, or are incompatible with, nearby structures and uses.
No, proposed site plan mimics previously approved designs.
8. In the case of site plans submitted in connection with an application for a special use permit, the proposed site plan makes inadequate provision for the creation or preservation of open space or for its continued maintenance.
N/A
9. The proposed site plan creates unreasonable drainage or erosion problems or fails to fully and satisfactorily integrate the site into the overall existing and planned ordinance system serving the community.
No impact on drainage and erosion.

10. The proposed site plan places unwarranted or unreasonable burdens on specified utility systems serving the site or area or fails to fully and satisfactorily integrate the site's utilities into the overall existing and planned utility system serving the Village.

No

11. The proposed site plan does not provide for required public uses designated on the Official Map.

No impact on required public uses.

12. The proposed site plan otherwise adversely affects the public health, safety, or general welfare.

No impact on general welfare.

VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT DEPARTMENT
19 East Chicago Avenue
Hinsdale, Illinois 60521-3489
630.789.7030

Application for Certificate of Zoning Compliance

You must complete all portions of this application. If you think certain information is not applicable, then write "N/A." If you need additional space, then attach separate sheets to this form.

Applicant's name: Courtland, LLC

Owner's name (if different): Performance Wealth

Property address: 36 E. Hinsdale, Avenue

Property legal description: [attach to this form]

Present zoning classification: B-2, Central Business District ☐

Square footage of property: 6975 SF

Lot area per dwelling: _____

Lot dimensions: 45.2 x 142.5

Current use of property: Salon Lofts 1st floor

Proposed use: ☐ Single-family detached dwelling
☐ Other: _____

Approval sought: ☐ Building Permit ☐ Variation
☐ Special Use Permit ☐ Planned Development
☒ Site Plan ☒ Exterior Appearance
☐ Design Review
☐ Other: _____

Brief description of request and proposal:
Change letter wall sign on backer panel in rear alley

Plans & Specifications: [submit with this form]

	Provided:	Required by Code:
Yards:		
front:	<u>46.77</u>	<u>20</u>
interior side(s)	<u>0</u> / <u>0</u>	<u>0</u> / <u>0</u>

Provided:

Required by Code:

corner side	0	0
rear	0	0

Setbacks (businesses and offices):

front:	0	0
interior side(s)	0 / 0	0 /
corner side	0	0
rear	21	20
others:		
Ogden Ave. Center:		
York Rd. Center:		
Forest Preserve:		

Building heights:

principal building(s):	34.5*	30
accessory building(s):		

Maximum Elevations:

principal building(s):	34.5*	30
accessory building(s):		

Dwelling unit size(s):

Total building coverage:	83%*	80%
--------------------------	------	-----

Total lot coverage:	100%	100%
---------------------	------	------

Floor area ratio:	1.33	2.5X
-------------------	------	------

Accessory building(s):	None
------------------------	------

Spacing between buildings: [depict on attached plans]

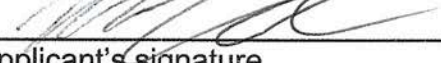
principal building(s):			
accessory building(s):			

Number of off-street parking spaces required: N/A

Number of loading spaces required: N/A

Statement of applicant:

I swear/affirm that the information provided in this form is true and complete. I understand that any omission of applicable or relevant information from this form could be a basis for denial or revocation of the Certificate of Zoning Compliance.

By: 
Applicant's signature

Mike Zalud
Applicant's printed name

Dated: March 11th, 2022.



March 21, 2022

Property Address:

36 E. Hinsdale, Avenue
Hinsdale, IL 60521

RE: Letter of Authorization

To Whom it May Concern:

As owner / owners representative of the above referenced property, I grant permission for Courtland, LLC and it's authorized agents to install signage and entrance trim at this location. Courtland, LLC and its authorized agents may also secure all necessary permits as required by the Village of Hinsdale.

Signed: Jane M. Foster
Printed Name: Jane Foster
Title: owner

**VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION FOR SIGN PERMIT**

Applicant

Name: Courtland, LLC
Address: PO Box 9332
City/Zip: Naperville, IL 60567
Phone/Fax: (630-854-6300) / _____
E-Mail: mikejr@courtlandgc.com
Contact Name: Mike Zalud Jr.

Contractor

Name: Courtland, LLC
Address: PO Box 9332
City/Zip: Naperville, IL 60567
Phone/Fax: (630-854-6300) / _____
E-Mail: mikejr@courtlandgc.com
Contact Name: Mike Zalud Jr.

ADDRESS OF SIGN LOCATION:

ZONING DISTRICT: B-2 Central Business District

SIGN TYPE: Other

ILLUMINATION Down Lit

Sign Information:

9.4 SF

Overall Size (Square Feet): ~~8.92 SF~~ 7'-9"5/8 x 1'-8"1/2

Overall Height from Grade: 10'-7" Ft.

Proposed Colors (Maximum of Three Colors):

- ① PMS 7555
- ② PMS 2757
- ③ _____

Site Information:

Lot/Street Frontage: 46'-4"

Building/Tenant Frontage: 46'-4"

Existing Sign Information:

Business Name: Performance Wealth

Size of Sign: 8.92 SF Square Feet

Business Name: _____

Size of Sign: _____ Square Feet

I hereby acknowledge that I have read this application and the attached instruction sheet and state that it is correct and agree to comply with all Village of Hinsdale Ordinances.

Signature of Applicant

Date

Signature of Building Owner

Date

FOR OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE

Total square footage: 0 x \$4.00 = 0 (Minimum \$75.00)

Plan Commission Approval Date: _____ Administrative Approval Date: _____

PROLOGUE

AVE

HINSDALE

AVE.
Northerly line of Lots 1, 2 and 3
as well as 0/12/13

46'-9 1/4"

50-0

1 Story Brick Buildings

2-Story Brick Building

Brick Building

Brick's 0% end!

8 mil. is 5/8" and 17.10% each.

45'-2³/₈'

11/29/2017 10:50 AM

Center line of 12" wall is 1" east
South face of brick is 10" north

STATE OF ILLINOIS }
COUNTY OF COOK } ss.
CHICAGO GUARANTEE
certifies that a survey has been
of the property described ab-
drawn is a correct representa-



EXHIBIT: 36 E Hinsdale - Summary of Signage Changes

Removal of Existing Signage:

- Wall Mounted / illuminated “Salon Loft” South Side of building (alley)
- Temporary Entrance Door Signage Performance Wealth South Door - Alley

Installation of New Signage:

- Wall Mounted architectural surround with lettering and goose neck fixtures to match North side architectural surround with lettering and goose neck fixtures

Summary Overall Signage:

- Existing Salon Lofts Wall Sign North - 27SF
- Existing Performance Wealth Wall Sign North - 8.42SF
- Existing Salon Lofts Window Signage North and South Entrance Doors - 0.88SF
- Existing Salon Lofts Window Signage North Only on two windows with Logo & Business Name 3.94SF
- New Performance Wealth Wall Sign South - 9.40SF

TOTAL SIGNAGE AREA 49.58SF



**PERFORMANCE
WEALTH**

***36 E Hinsdale Avenue
Hinsdale, IL 60521***

Rear Building Sign

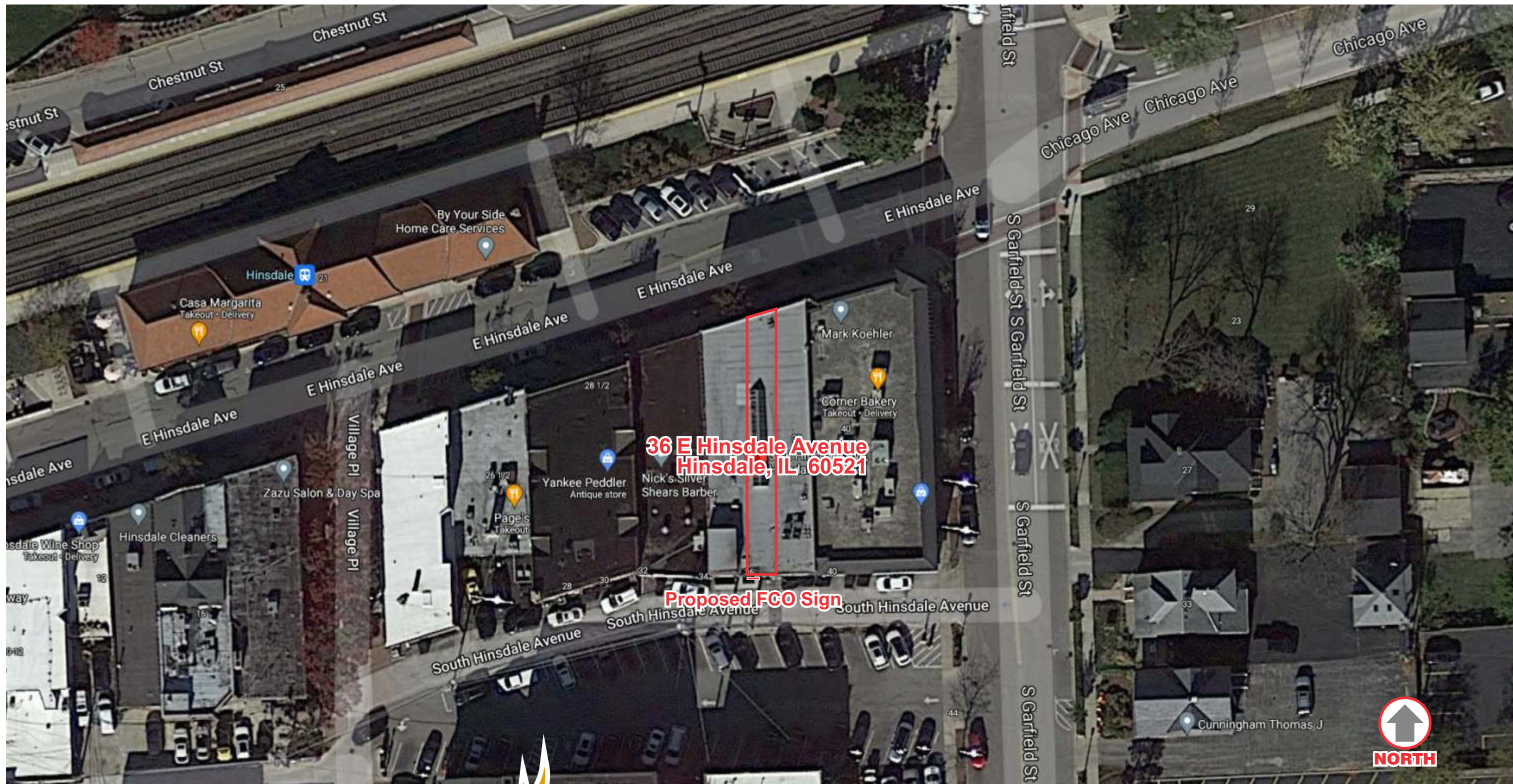
**OLYMPIK
SIGNS**

1130 N. Garfield
Lombard, IL 60148 Ph.# **630.424.6100** Fx.# 630.424.6120 **WWW.OLYSIGNS.COM**

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job#: 21-8746

● 09-06-22



Site Plan -



PERFORMANCE
WEALTH

36 E Hinsdale Avenue
Hinsdale, IL 60521

drawn by
PAMELA F

• job#: 21-8746
• 06-10-21
• rev.# 09-06-22

Comments:

OLYMPIK
SIGNS

1130 N. Garfield
Lombard, IL 60148

Ph.# 630.424.6100

Fx.# 630.424.6120

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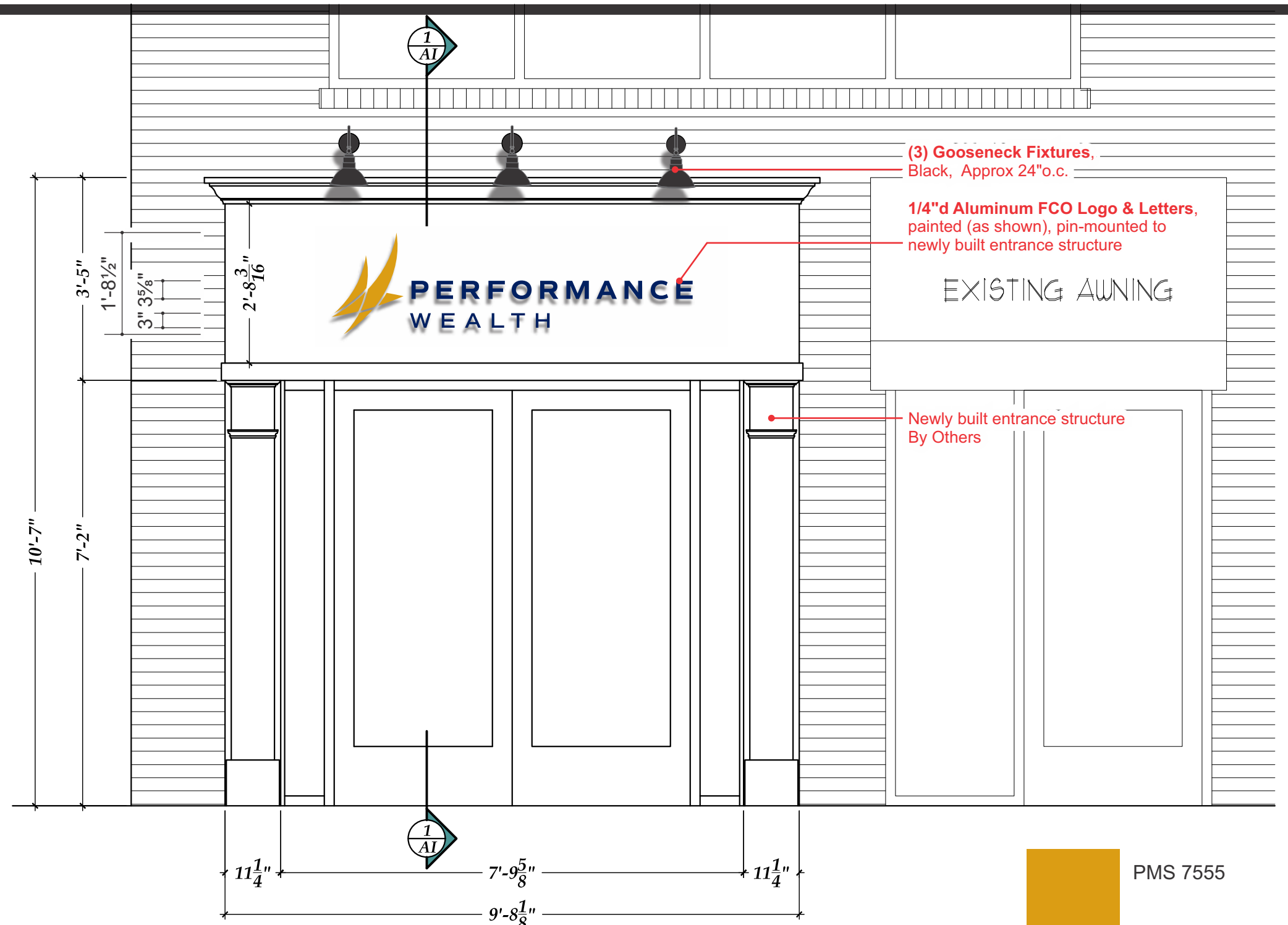
SITE PLAN



South Building Elevation - Before



South Building Elevation - **AFTER**



South Building Elevation - Rear Entrance



36 E Hinsdale Avenue
Hinsdale, IL 60521

drawn by
PAMELA F

• job#: 21-8746
• 06-10-21
• rev.# 09-06-22

Comments:

OLYMPIK
SIGNS

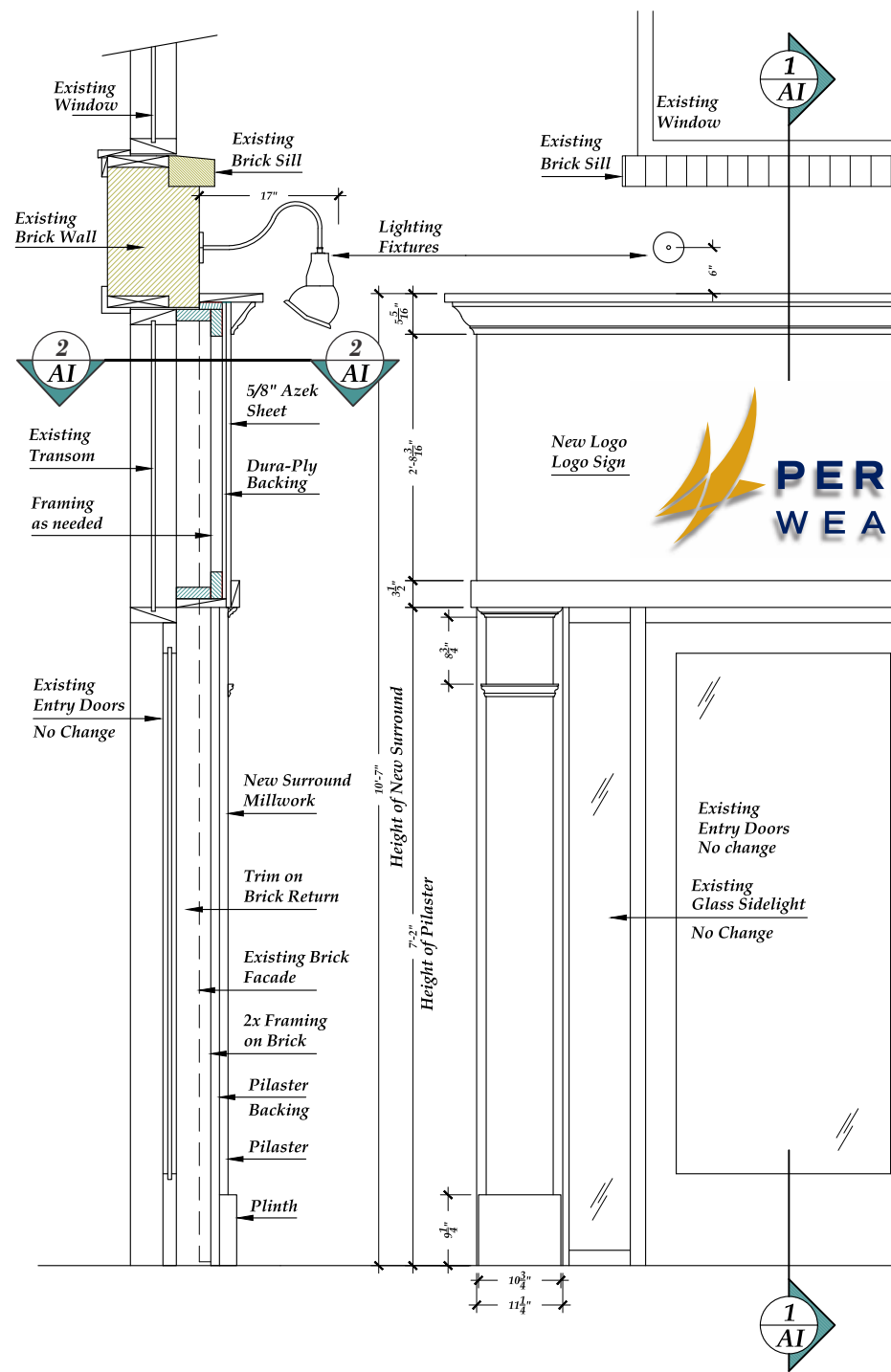
account representative / client
ROB WHITEHEAD

1130 N. Garfield
Lombard, IL 60148 Ph.# 630.424.6100 Fx.# 630.424.6120

WWW.OLYSIGNS.COM

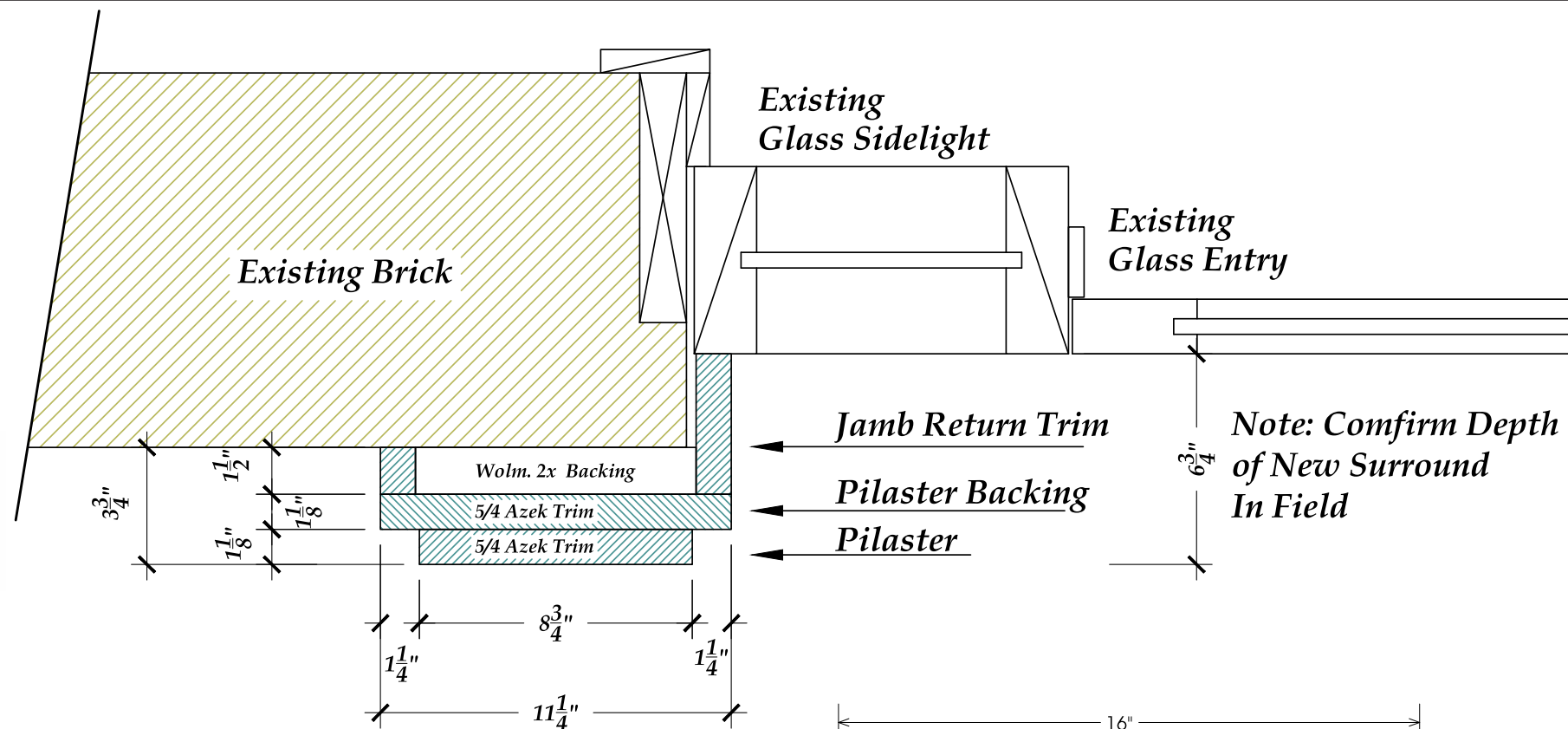
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SIGN LAYOUT



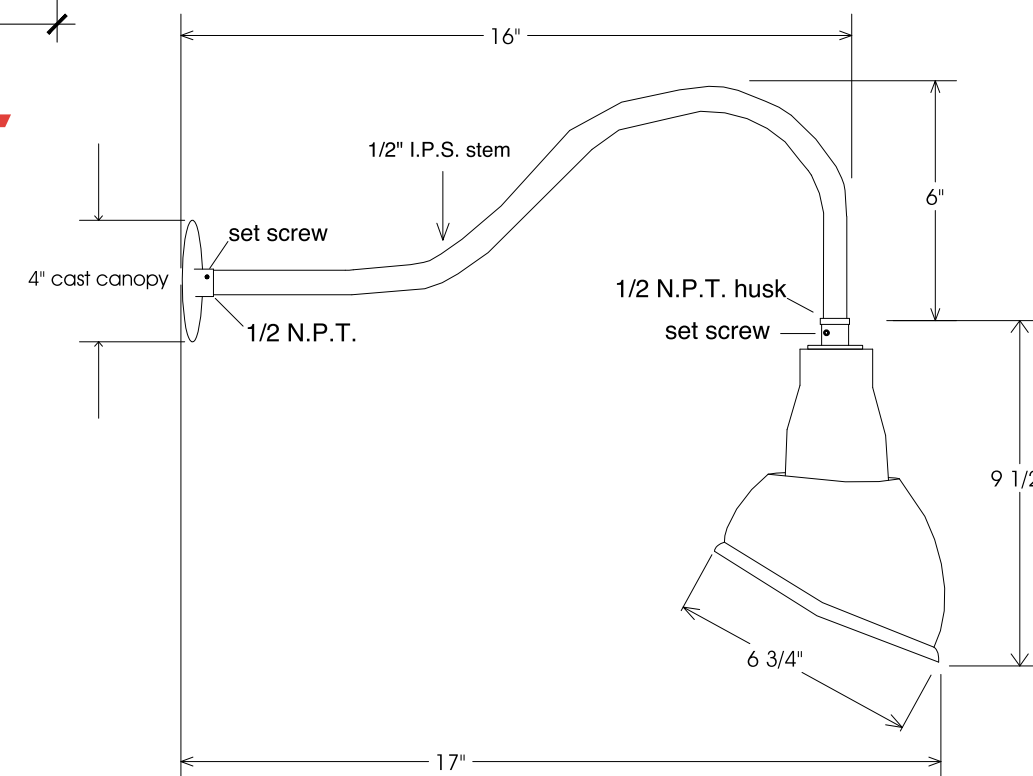
1 - AI Surround - Section Detail

Scale 1/2" = 1'-0"



2 - AI - Section Detail

Scale 3/4" = 1'-0"



Lighting Detail

Scale N.T.S.



**PERFORMANCE
WEALTH**

36 E Hinsdale Avenue
Hinsdale, IL 60521

drawn by
PAMELA F

• job#: 21-8956
• 12-10-21
• rev.# 09-06-22

**OLYMPIK
SIGNS**

1130 N. Garfield
Lombard, IL 60148

Ph.# 630.424.6100

Fx.# 630.424.6120

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Comments:

DETAILS



36 E Hinsdale Avenue
Hinsdale, IL 60521

drawn by
PAMELA F

• job#: 21-8746
• 06-10-21
• rev.# 09-06-22

Comments:

SIGN CONCEPTS

OLYMPIK
SIGNS

account representative / client
ROB WHITEHEAD

1130 N. Garfield
Lombard, IL 60148 Ph.# 630.424.6100 Fx.# 630.424.6120 WWW.OLYSIGNS.COM

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page 4 of 4

8" Diameter x 35" Width
1.94 SF



8" Diameter = .44SF



VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING AN EXTERIOR APPEARANCE AND SITE PLAN
FOR IMPROVEMENTS TO AN EXISTING BUILDING – 36 E. HINSDALE AVENUE
– PERFORMANCE WEALTH MANAGEMENT**

WHEREAS, Courtland, LLC., on behalf of Performance Wealth Management (the “Applicant”), has submitted an application (the “Application”) seeking exterior appearance and site plan approval for changes to the exterior rear façade of the existing two-story building located at 36 E. Hinsdale Avenue (the “Subject Property”) in the B-2 Central Business Zoning District. Proposed improvements include exterior changes to the rear façade of the building with one of the two awnings to be removed, new wooden decorative trim painted white to be installed around the entrance doors for Performance Wealth Management, and the installation of three (3) gooseneck lights which will be installed to illuminate a new separately approved sign (collectively, the “Proposed Improvements”). The Subject Property is legally described in **Exhibit A** attached hereto and made a part hereof. The Proposed Improvements are depicted in the Exterior Appearance and Site Plan documents attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, the Subject Property is currently improved with a two-story commercial building, which is classified as a Contributing Structure in the Downtown Hinsdale National Register Historic District. The Subject Property was previously used as a garage for a Ford Motor Dealership and later used as a toy store, and the Applicant currently occupies the second floor as Performance Wealth Management, an office specializing in financial planning and wealth management. The first floor of the Subject Property is occupied by Salon Lofts, a beauty salon; and

WHEREAS, the Application has been referred to the Plan Commission of the Village and has been processed in accordance with the Hinsdale Zoning Code (“Zoning Code”), as amended; and

WHEREAS, the Application was first reviewed by the Historic Preservation Commission at a public meeting on August 3, 2022. The Historic Preservation Commission recommended approval of the Exterior Appearance and Site Plan Review with certain conditions, on a vote of four (4) in favor, zero (0) opposed and three (3) absent; and

WHEREAS, following the Historic Preservation Commission meeting on August 3, 2022, the Applicant resubmitted revised plans to the Plan Commission which addressed the Historic Preservation Commission’s comments and conditions; and

WHEREAS, on April 12, 2023 the Plan Commission reviewed the Application at a public meeting pursuant to notice given in accordance with the Zoning Code; and

WHEREAS, the Plan Commission, after considering all of the testimony and evidence presented at the public meeting, recommended approval of the proposed Exterior Appearance and Site Plan as submitted on a vote of five (5) ayes, zero (0), nays, and four (4) absent. A sign permit over which the Plan Commission had final authority was also approved. The recommendation for approval and a summary of the related proceedings are set forth in the Plan Commission's Findings and Recommendation in this case ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit C** and made a part hereof; and

WHEREAS, the President and Board of Trustees have duly considered the Findings and Recommendation of the Plan Commission, and all of the materials, facts and circumstances affecting the Application, and find that the Application satisfies the standards established in subsection 11-604F of the Zoning Code governing site plan review, and the standards established in subsection 11-606E of the Zoning Code governing exterior appearance review.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties and State of Illinois, as follows:

SECTION 1: Recitals. The foregoing recitals are incorporated into this Ordinance by this reference as findings of the President and Board of Trustees.

SECTION 2: Adoption of Findings and Recommendation. The President and Board of Trustees of the Village of Hinsdale approve and adopt the findings and recommendation of the Plan Commission, a copy of which is attached hereto as **Exhibit C** and made a part hereof, and incorporate such findings and recommendation herein by reference as if fully set forth herein.

SECTION 3: Approval of Exterior Appearance and Site Plans. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Sections 11-604 and 11-606 of the Hinsdale Zoning Code, approves the Exterior Appearance and Site Plans for the Proposed Improvements as attached to, and by this reference, incorporated into, this Ordinance as **Exhibit B** (the "Approved Plans"), subject to the conditions of approval set forth in Section 4 of this Ordinance.

SECTION 4: Conditions on Approvals. The approvals granted in Section 3 of this Ordinance are expressly subject to all of the following conditions:

- A. **Compliance with Plans.** All work on the exterior of the Subject Property shall be undertaken only in strict compliance with the Approved Plans attached as **Exhibit B**.
- B. **Compliance with Codes, Ordinances, and Regulations.** Except as specifically set forth in this Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such

development and improvement shall comply with all Village codes, ordinances, and regulations at all times.

- C. Building Permits. The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

SECTION 5: Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance, or of any applicable code, ordinance, or regulation of the Village, shall be grounds for rescission by the Board of Trustees of the approvals set forth in this Ordinance.

SECTION 6: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict are hereby repealed.

SECTION 7: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

ADOPTED this _____ day of _____, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2023, and attested to by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

Emily Tompkins, Village Clerk

ACKNOWLEDGEMENT AND AGREEMENT BY THE APPLICANT TO THE CONDITIONS OF THIS ORDINANCE:

By: _____

Its: _____

Date: _____, 2023

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

LOT 1 (EXCEPT THE EAST 49.35 FEET THEREOF) ALL OF LOT 2 AND THE EAST 75 FEET OF LOT 3 IN LAKE'S SUBDIVISION OF LOTS 1, 3, AND 4 IN BLOCK 2 OF THE ORIGINAL TOWN OF HINSDALE IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 4, 1871, AS DOCUMENT 14562, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 09-12-129-005

COMMONLY KNOWN AS: 36 EAST HINSDALE AVENUE, HINSDALE, IL 60521

EXHIBIT B

APPROVED EXTERIOR APPEARANCE AND SITE PLANS

(ATTACHED)

EXHIBIT C

FINDINGS AND RECOMMENDATION OF THE PLAN COMMISSION

(ATTACHED)

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Emily Tompkins, Clerk of the Village of Hinsdale, in the Counties of DuPage and Cook, State of Illinois, do hereby certify that the attached and foregoing is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN EXTERIOR APPEARANCE AND SITE PLAN FOR IMPROVEMENTS TO AN EXISTING BUILDING – 36 E. HINSDALE AVENUE – PERFORMANCE WEALTH MANAGEMENT

which Ordinance was passed by the Board of Trustees of the Village of Hinsdale at a Regular Village Board Meeting on the ____ day of _____, 2023, at which meeting a quorum was present, and approved by the President of the Village of Hinsdale on the ____ day of _____, 2023.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Hinsdale was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Hinsdale, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Hinsdale, this ____ day of _____, 2023.

Village Clerk

[SEAL]

**FINDINGS OF FACT AND RECOMMENDATION
OF THE HINSDALE PLAN COMMISSION
TO THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES**

APPLICATION: Case A-17-2022 – 36 E. Hinsdale Avenue – Exterior Appearance and Site Plan Review to allow for exterior changes to the rear façade and a Sign Permit Review to allow for the installation of one (1) new wall sign on the existing building located at 36 E. Hinsdale Avenue in the B-2 Central Business District

PROPERTY: 36 E. Hinsdale Avenue, Hinsdale, IL (PIN: 09-12-129-005)

APPLICANT: Courtland, LLC

REQUEST: Exterior Appearance and Site Plan Review

PLAN COMMISSION (PC) REVIEW: April 12, 2023

BOARD OF TRUSTEES 1ST READING: May 16, 2023

SUMMARY OF REQUEST: The Village of Hinsdale received an application from Courtland, LLC requesting approval of an Exterior Appearance and Site Plan Review to allow for changes to the rear façade and a concurrent Sign Permit Review to allow for the installation of one (1) wall sign on the existing two-story, multi-tenant building for Performance Wealth Management located at 36 E. Hinsdale Avenue in the B-2 Central Business District. The first floor tenant space in the building is occupied by Salon Lofts, a beauty salon, and the second floor is occupied by Performance Wealth, which operates an office specializing in financial planning and wealth management.

The subject property is located in the Downtown Historic District. According to the 2006 National Register of Historic Places Nomination and the 2003 Architectural Resources in the Downtown Survey Area, the building is classified as a Contributing Structure in the Historic District. The building was constructed in 1924 and features Two-Part Commercial Block architecture. According to the 2003 Downtown Survey, the building was formerly used as a garage for a Ford Motor Dealership once located in the adjacent building at 40 E. Hinsdale Avenue and was later converted into a toy store. The building has been altered over time. According to the 2003 Downtown Survey, the transom areas above the storefront windows have been bricked over.

On March 20, 2018, the Village Board approved an Exterior Appearance Plan to modify the front and rear façade by Ordinance No. O2018-12. On the front façade, a new alcove and entrance way were constructed for the second floor tenant space and modifications were made to the existing first floor storefront. At the rear of the building, an overhead door and awning were removed and replaced with new entrance doors and awnings. A new brick clad elevator tower was also constructed on the roof.

On January 4, 2022, by Ordinance No. O2022-02, the Village Board approved an Exterior Appearance and Site Plan Review to allow for changes to the front and rear façade for Performance Wealth Management. A Sign Permit Review was also approved to allow for the installation of one (1) wall sign on the front of the building. On the front façade, exterior changes included the installation of new trim around the entrance to the second floor tenant space and three (3) black gooseneck lights above the new door header to illuminate the sign area. On the rear façade, one of the two black awnings were to be recovered with a dark navy blue fabric to match Performance Wealth Management's branding colors. The awning fabric was not changed due to the current request to install new trim around the doorway.

HISTORIC PRESERVATION COMMISSION MEETING SUMMARY: The project was reviewed at a public meeting at the Historic Preservation Commission on August 3, 2022. Mike Zalud Jr., representing Courtland, LLC, provided an overview of the proposed changes and answered questions from the Commissioners. No public comments were made at the meeting.

The Commission expressed concern that the design of the rear entrance surround and trim was not proportional and recommended that the design be altered to match the scale of the front design. It was noted that the plinths / bases of the pilasters appeared too wide and did not match the scale of the surround, the top trim (cornice) appeared too narrow in comparison to the header / frieze, and the pilasters were too narrow leaving exposed brick areas between the pilaster and door frame.

The applicant proposed to install one (1) new internally-illuminated wall sign in the same location as the existing Salon Lofts sign on the rear of the building. The wall sign measured 2' tall and 7' wide, with a sign face area of 14 square feet. The wall sign consists of a white aluminum backer panel with blue push-thru acrylic letters and a gold logo. The Commission expressed concern over the design, noting that internally illuminated cabinet signs were not preferred or appropriate in the historic downtown, which has been discussed for other recent sign permit applications presented to the HPC review.

There was also a discussion on the location of the sign. Mr. Zalud confirmed that both the double doors for Performance Wealth Management and the door for Salon Lofts lead into the same interior entrance vestibule. Several Commissioners noted the location is confusing as the sign should be placed closer to the Salon Lofts entrance, which had branding via door signage.

Mr. Zalud confirmed that Salon Lofts has agreed that the existing wall sign will be removed. Mr. Zalud noted they chose this design to allow for a larger size and wished for something illuminated in the rear as the business has a lot of evening appointments. The appearance of the alley, truck traffic, and dumpsters was also discussed in relation to the proposed design.

Commissioners recommended that the sign should be relocated to the header / frieze of the door surround, which was a more logical for indicating the entrance of the business instead of the location where the existing Salon Lofts is located. The Commission recommended that the applicant install a sign that is similar to the sign on the front of the building facing Hinsdale Avenue, where the sign is mounted to the header of the surround and illuminated externally by gooseneck lights. There was a discussion if there would be issues with installing gooseneck lights on the rear of the building and interference with truck traffic in the alley, but it was noted that the adjacent door for Salon Lofts has an existing awning that will remain and projects into the alley.

The Historic Preservation Commission recommended approval of Case A-17-2022 – 36 E. Hinsdale Avenue – Performance Wealth Management – Exterior Appearance and Site Plan Review to allow for exterior changes to the rear façade, by a vote of 4-0 (3 absent), subject to the condition that the applicant take into account the comments at the meeting, including making the door surround proportional and eliminating the exposed brick area between the pilasters and door opening.

The Historic Preservation Commission recommended denial of Case A-17-2022 – 36 E. Hinsdale Avenue – Performance Wealth Management – Sign Permit Review to allow for the installation of one (1) new wall sign on the rear façade of the building, by a vote of 4-0 (3 absent). The Commission recommended that the wall sign be relocated to the trim area above the double doors and that the sign be illuminated with gooseneck lighting, similar to the design utilized on the front façade.

PLAN COMMISSION PUBLIC MEETING SUMMARY AND FINDINGS: The project was reviewed at a public meeting at the Plan Commission on April 12, 2023. Mike Zalud Jr., representing Courtland, LLC, provided an overview of the proposed changes and answered questions from the Commissioners. No public comments were made at the meeting.

The applicant submitted revised plans with a different design and configuration for the rear wall sign and entrance door surround for the Plan Commission to review to address the comments of the Historic Preservation Commission. On the rear façade, one of the two awnings will be removed and new decorative trim will be installed around one of the entrance doors. The design is intended to match the entrance trim installed in 2022 on the front facade for Performance Wealth Management. The existing Salon Lofts sign on the rear elevation will be removed. One (1) wall sign will be installed within the header area above the entrance doors that will be illuminated by three (3) gooseneck lights. The existing permanent window signage for Performance Wealth Management is to be removed to meet code requirements.

At the public meeting, the Plan Commissioners expressed support for the project and provided positive feedback for the changes made based on the recommendations by the Historic Preservation Commission. In recommending approval of the Exterior Appearance and Site Plan Review, the Plan Commission determined the standards set forth in Section 11-604(F) and Section 11-606(F) of the Village's Zoning Code have been met. The proposed rear entrance would be visually compatible with the historic building and will help enhance the appearance of the rear façade along the alley (Section 11-605(E)(2)).

No members of the public provided comment at the meeting. Staff did not receive complaints or negative feedback from members of the public prior to the meeting.

A motion to approve the Exterior Appearance and Site Plan Review was made by Commissioner Moore and seconded by Commissioner Crnovich. The vote carried by a roll call vote as follows:

AYES: Commissioners Crnovich, Fiascone, Krillenberger, Moore, and Chairman Cashman
NAYS: None
ABSTAIN: None
ABSENT: Commissioners Curry, Hurley, Jablonski, and Willobee

RECOMMENDATIONS: Based on the findings set forth above, the Village of Hinsdale Plan Commission, by a vote of five (5) ayes and zero (0) nays, with four (4) absent, recommended to the President and Board of Trustees approval of Case A-17-2022 – 36 E. Hinsdale Avenue – Exterior Appearance and Site Plan Review to allow for exterior changes to the rear façade and a Sign Permit Review to allow for the installation of one (1) new wall sign on the existing building located at 36 E. Hinsdale Avenue in the B-2 Central Business District, as submitted.

Signed: _____

Steve Cashman, Chair
Plan Commission
Village of Hinsdale

Date: _____



REQUEST FOR BOARD ACTION
Community Development

AGENDA SECTION: First Reading – ZPS

SUBJECT: Temporary Use Permit to allow for an Outdoor Dining Area and Live Outdoor Music for Fuller House at 50 S. Garfield Avenue – Case A-20-2023

MEETING DATE: May 16, 2023

FROM: Bethany Salmon, Village Planner

Recommended Motion

Approve a temporary use permit to allow for outdoor dining on private property until November 1, 2023, and to allow for live outdoor music every Wednesday from June 14, 2023 to September 28, 2023, for Fuller House located at 50 S. Garfield Avenue, subject to conditions to be set forth by the Building Commissioner

Project Summary

The applicant, Patricia Vlahos representing Fuller House at 35 E. First Street, has submitted a Temporary Use Permit application requesting approval to allow for an outdoor dining area and live outdoor music at 50 S. Garfield Avenue. The subject property is located in the B-2 Central Business District. Fuller House has operated an outdoor dining area on the adjacent property to the east of its restaurant since 2009. Staff is working with the applicant on a permanent plan for the Former Dips & Dogs building and site, which will entail the submittal of an Exterior Appearance / Site Plan Review application.

The proposed outdoor dining area is located on private property and is therefore required to obtain a Temporary Use Permit in accordance with Section 9-103 of the Zoning Code. Outdoor dining areas for restaurants located on Village streets and sidewalks in the right-of-way are subject to the requirements in Section 7-1-5.1 of the Village Code and the Outdoor Dining Design Standards, which does not apply to private property. Separate approval has been granted to Fuller House to allow for the operation of their outdoor dining area in the public right-of-way on First Street.

Project Details

The outdoor dining area will be open until November 1, 2023. Fuller House is open for business on Monday to Thursday from 11 a.m. to 11 p.m., Friday and Saturday from 11 a.m. to 12 p.m., and Sunday from 11 a.m. to 10 p.m.

The outdoor dining area measures about 2,600 square feet in area. Barriers around the perimeter of the dining area include metal and wood planter boxes and short brick piers. The interior of the patio area includes outdoor string lights, outdoor heaters, black metal chairs, wood and black metal tables, picnic tables, and black fabric umbrellas.

Fuller House is also proposing live music in their outdoor dining area every Wednesday night from 6 p.m. to 9 p.m. between June 14, 2023 to September 28, 2023. Performers for live acoustic music would be located to the south of the former Dips and Dogs building. According to the applicant, the noise levels would be within reason and the volume can be adjusted to ensure neighbors are not disrupted. No lighting or stages will be set up.

The proposed outdoor music will not interfere with other live music previously approved on Tuesdays and Thursdays in the Downtown. On May 17, 2022, the Village Board approved an Outdoor Dining Permit on the Village Right-of-Way for Nabuki located at 18 E. First Street. As part of the approval,



Nabuki was allowed to have live music / entertainment in the brick paver area near the sidewalk ramp to the west of their restaurant and outdoor dining area. Live music will take place on Tuesdays and Thursdays from 6 p.m. to 9 p.m., weather permitting. Staff verified with Nabuki that they plan to continue live music this year, beginning on May 23 and ending on September 28. The restaurant will be closed and will not have music on July 4.

Village Code Requirements for Temporary Uses

In accordance with Section 9-103, in any district, any temporary use not listed that is consistent with the purposes of the Zoning Code and with the purposes and intent of the regulations of the applicable zoning district in which such use is located shall require the specific prior approval of the Board of Trustees. The Village Board can authorize other temporary uses not specifically identified and extend the allowable duration of a tent. The Board shall establish a limitation on the duration of every temporary use approved and may identify other conditions of approval. Temporary uses are subject to meeting the regulations listed in Section 9-103(F).

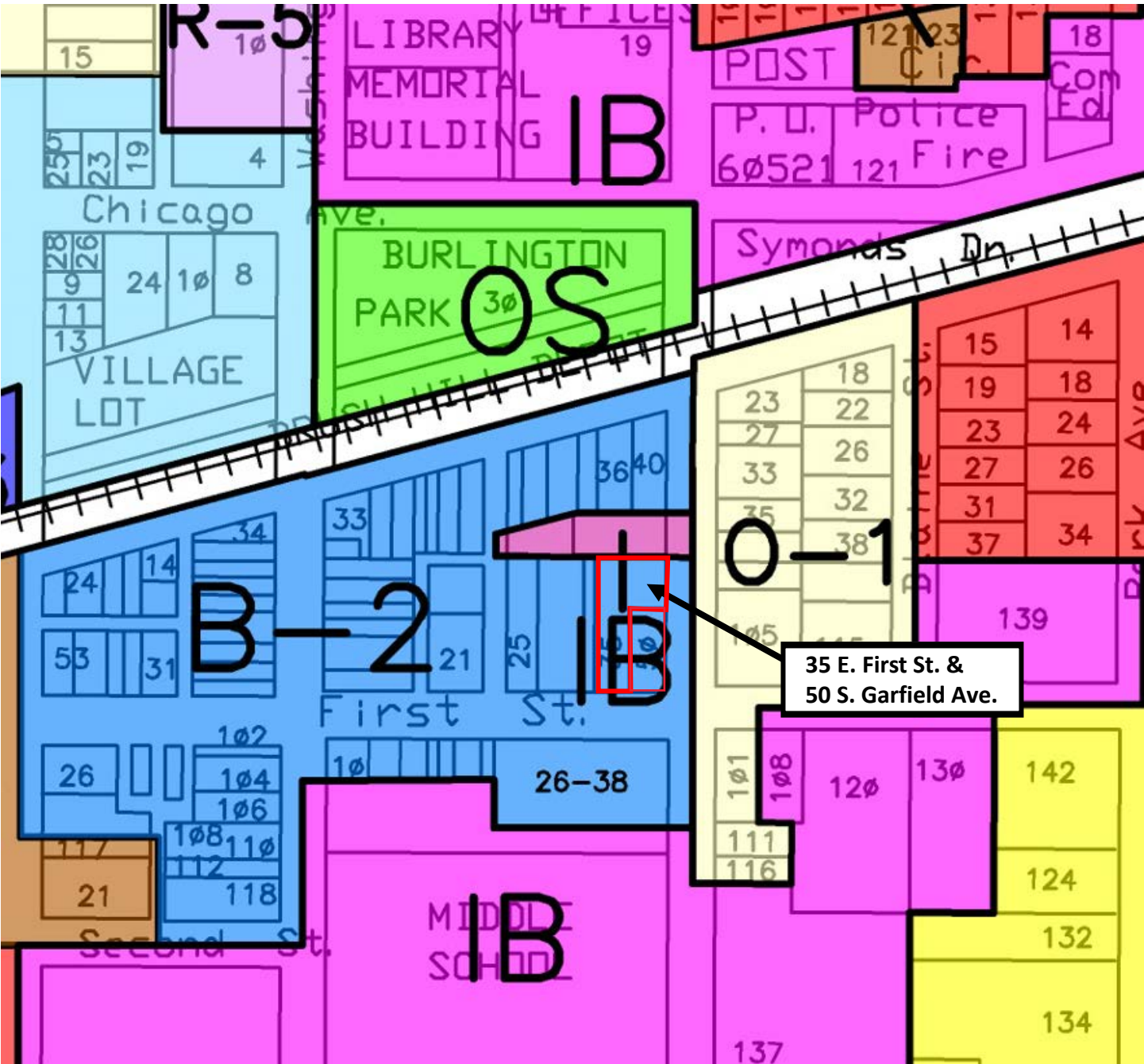
Discussion & Recommendation

N/A

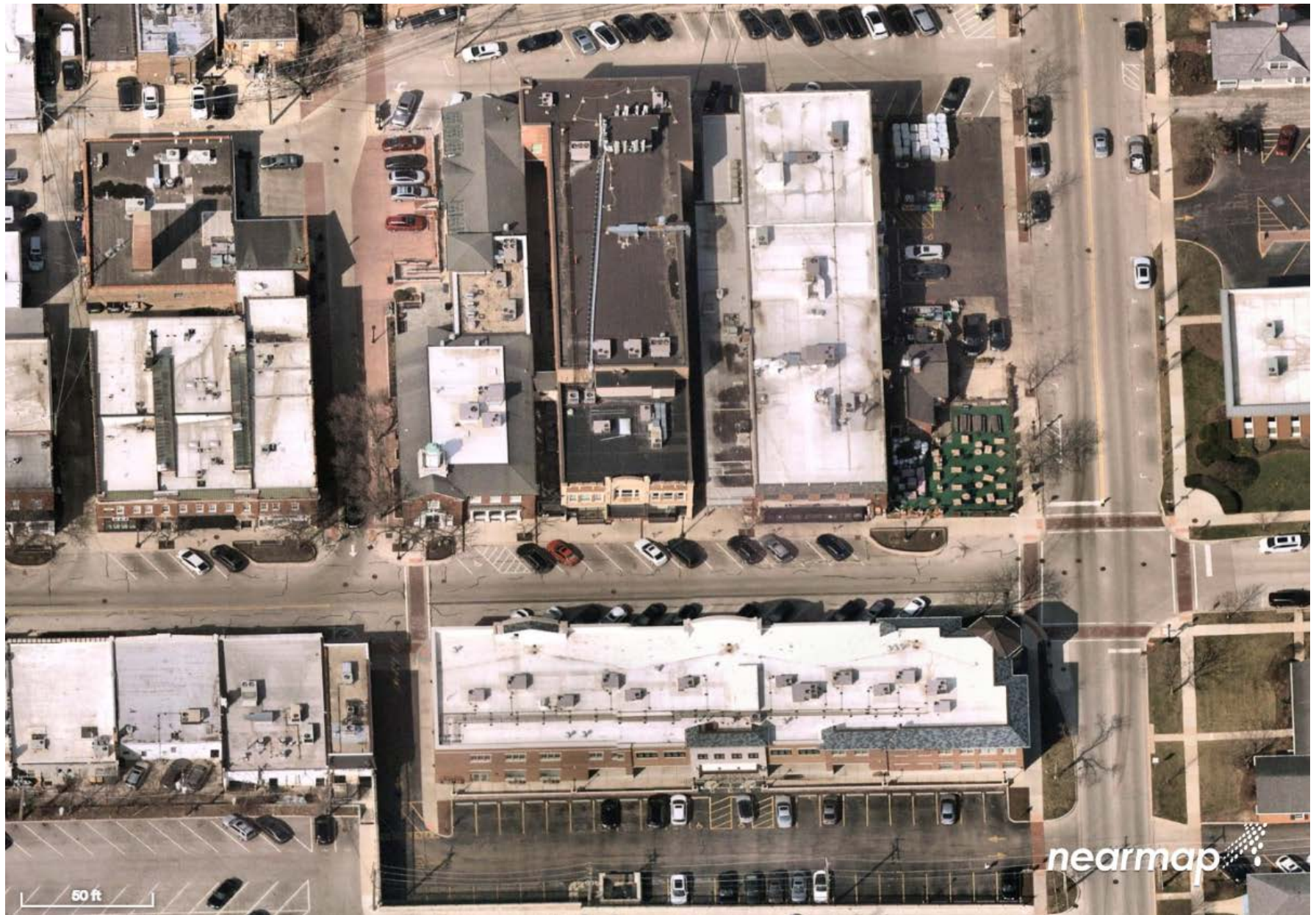
Documents Attached

1. Zoning Map
2. Aerial View
3. Birds Eye View
4. Application for a Temporary Use Permit and Exhibits

Village of Hinsdale Zoning Map and Project Location



Birds Eye View – 35 E. First Street



Address of proposed request: 35 E. First Street, Hinsdale

The Hinsdale Zoning Code provides for *Permitted Temporary Uses* subject to the specific regulations and time limits as provided for in Section 9-103D of the zoning code and to the other applicable regulations of the district in which the use is permitted. The total period of time granted by such temporary use shall not exceed the period of time as specifically identified for that specific use. Where such uses are not specifically permitted, the Board of Trustees **MAY** approve such use, subject to the following regulations:

Owner: Patricia Vlahos Date: 4/21, 2023

Phone: (630) 670-0948 Email: Patricia@fullerhousebar.com

From June 14, 2023 through September 18, 2023

We would like to have live acoustic music on our Patio on Wednesday nights from

6-9 p m Volume would be adjustable; it would be solo or duo performers

Signature of Owner: _____

_____ Date: _____, 20____
Village Manager

Date of Village Board Approval: _____, 20____

Date: _____

Received By: _____

Village of Hinsdale,

We are looking to provide some small entertainment to our outdoor patrons via the form of live acoustic music on our patio. The performers would be solo or duo. The noise level would be within reason, and we would be able to adjust any volume levels needed to insure our neighbors are not disrupted. We would like to begin June 14 and continue our music program weekly on Wednesday nights only, until September 28th. The music performers would play music from 6-9pm. There would not be any stage or extra lighting for any music performances. The music would be very tasteful and family friendly for our guests.

We hope you could consider our request!

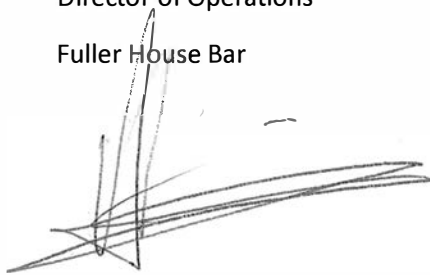
Thanks,

Fuller House Bar Management team

Alberto Vieyra

Director of Operations

Fuller House Bar

A handwritten signature in dark ink, appearing to be 'Alberto Vieyra', written over the printed name and title.

VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT DEPARTMENT
19 East Chicago Avenue
Hinsdale, Illinois 60521-3489
630.789.7030

Application for Certificate of Zoning Compliance

You must complete all portions of this application. If you think certain information is not applicable, then write "N/A." If you need additional space, then attach separate sheets to this form.

Applicant's name: Patricia Vlahos

Owner's name (if different): _____

Property address: 35 E. First Street, Hinsdale

Property legal description: [attach to this form]

Present zoning classification: IB, Institutional Buildings

Square footage of property: _____

Lot area per dwelling: _____

Lot dimensions: _____ x _____

Current use of property: Full Service Restaurant

Proposed use: ☐ Single-family detached dwelling
☒ Other: Temp Use Permit for Patio Music

Approval sought: ☐ Building Permit ☐ Variation
☐ Special Use Permit ☐ Planned Development
☐ Site Plan ☐ Exterior Appearance
☐ Design Review
☒ Other: Temp Use Permit for Patio Music

Brief description of request and proposal:

Looking to have live acoustic music on our patio

Plans & Specifications: [submit with this form]

Provided: **Required by Code:**

Yards:

front: _____
interior side(s) _____ / _____

Provided:

Required by Code:

corner side
rear

Setbacks (businesses and offices):

front:

interior side(s)

____ / ____

____ / ____

corner side

rear

others:

Ogden Ave. Center:

York Rd. Center:

Forest Preserve:

Building heights:

principal building(s):

accessory building(s):

Maximum Elevations:

principal building(s):

accessory building(s):

Dwelling unit size(s):

Total building coverage:

Total lot coverage:

Floor area ratio:

Accessory building(s):

Spacing between buildings: [depict on attached plans]

principal building(s):

accessory building(s):

Number of off-street parking spaces required: _____

Number of loading spaces required: _____

Statement of applicant:

I swear/affirm that the information provided in this form is true and complete. I understand that any omission of applicable or relevant information from this form could be a basis for denial or revocation of the Certificate of Zoning Compliance.

By:



Applicant's signature

Patricia Vlahos

Applicant's printed name

Dated: April 21st, 2023.

NOTES:

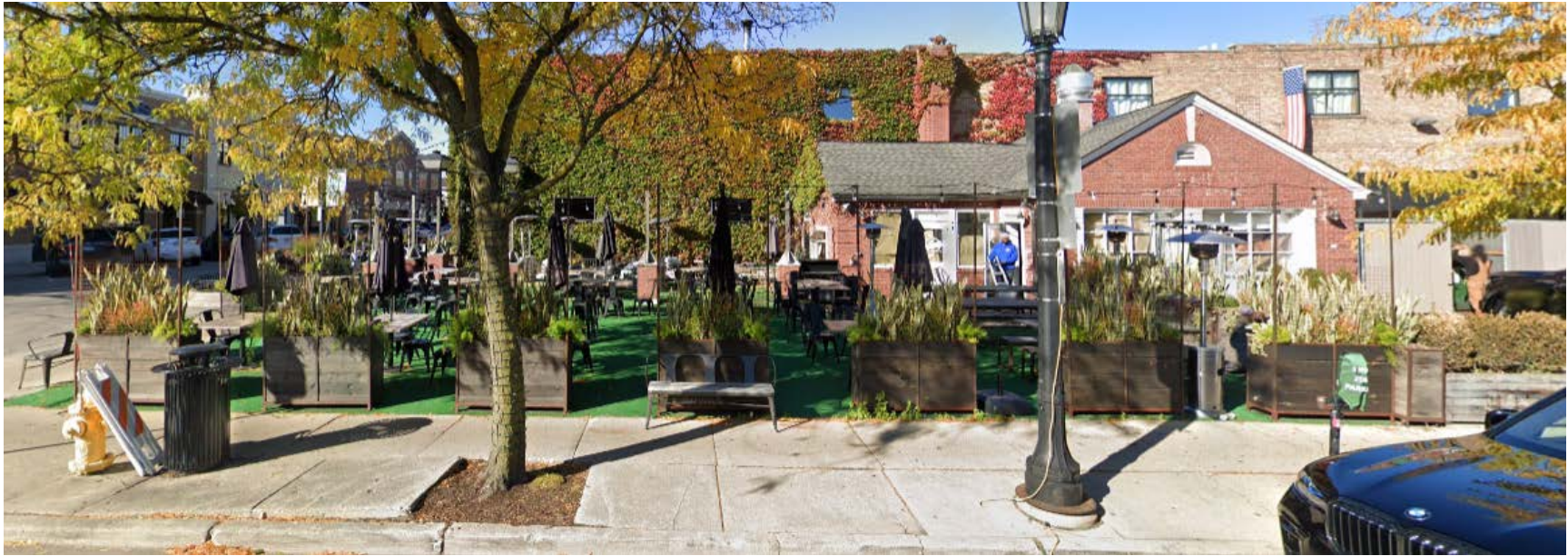
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FULLER HOUSE OUTDOOR DINING AREA & LIVE MUSIC



FULLER HOUSE OUTDOOR DINING AREA & LIVE MUSIC





Community Development

AGENDA SECTION: First Reading – ZPS

SUBJECT: Consideration of Properties for Inclusion on the Historically Significant Structures Property List in the Historic Overlay District – Case HPC-4-2023

MEETING DATE: May 16, 2023

FROM: Bethany Salmon, Village Planner

Recommended Motion

Approve an Ordinance Approving Various Additional Properties within the Historic Overlay Zoning District for Inclusion on the Historically Significant Structures Property List

Summary

The purpose of this request is to consider approval of various properties for inclusion on the Historically Significant Structures Property List within the Historic Overlay District from the Village of Hinsdale, in accordance with the regulations listed in Section 14-7-3 of Title 14 of the Village Code.

The Historic Preservation Commission reviewed fourteen (14) properties for inclusion on the Historically Significant Structures Property List within the Historic Overlay District at a public hearing on April 5, 2023 in accordance with the regulations listed in Section 14-7-3 of Title 14 of the Village Code. Two (2) of the properties are located in Cook County and twelve (12) are located in DuPage County. All properties are located in the established Historic Overlay District, included in Exhibit 1. Property owners have given consent to be listed on the Historically Significant Structures Property List.

A summary table describing all properties is included in Exhibit 2 that lists the address, date of construction, architectural style, architect, historic name, historic significance rating according to past historic surveys completed by the Village, land use, zoning district, and any other detailed information where available. Ratings for historic significance are based on past historic surveys completed by the Village from 1999 to 2007. Exhibit 2 also includes the specific eligibility criteria listed in Section 14-7-3(B) that the Historic Preservation Commission determined each property met at the public hearing on April 5, 2023.

The definitions and evaluation information for the historic significance ratings based on past historic surveys are included in Exhibit 3. The criteria set forth in Section 14-7-3(B) is included in Exhibit 4. Detailed property information sheets and supplemental information are provided in Exhibit 5.

Per the Village Code, the Historic Preservation Commission shall review individual property information presented at a public hearing, determine if each property possesses one or more of the criteria set forth in Section 14-7-3(B), included on Exhibit 4, and make a recommendation to the Board of Trustees as to whether each should be included on the Historically Significant Structures Property List. The Board of Trustees shall consider the recommendations of the Historic Preservation Commission and may approve or deny the inclusion of each property on the Historically Significant Structures Property List. The Board of Trustees may also remand the List, or individual properties on the List, to the Historic Preservation Commission for further consideration or for additional information without further public hearing.

Update on 304 S. Washington Street – The Village received a request from the current property owner and proposed buyer asking to remove 304 S. Washington Street from the Historically Significant Structures Properties List. This property has been listed for sale for the past several months. The proposed buyer has informed staff that they intend to demolish the house and does not plan to explore renovations or a building addition. As a result, 304 S. Washington has been removed from the List.

Thirteen (13) properties are now before the Village Board for consideration for inclusion on the Historically Significant Structures Property List.

Background

On September 20, 2022, the Village Board approved the following ordinances establishing a Historic Overlay District to assist property owners with the preservation, restoration, and rehabilitation of historically significant properties throughout the Village:

- Ordinance No. 2022-27: Ordinance Creating a New Part II (Historic Overlay District (HOD)) in Article VIII (Overlay Districts) of the Hinsdale Zoning Code to Establish a Historic Preservation Overlay District, making related Zoning Code Changes, and Amending Various Provisions of Title 14 (Historic Preservation) of the Village Code of Hinsdale relative to the Historic Preservation Overlay District
- Ordinance No. 2022-28: Ordinance Amending the Official Zoning Map of the Village of Hinsdale to Create a New Historic Overlay Zoning District

Owners of properties included on the Historically Significant Structures Property List may be eligible for different voluntary preservation incentives to help with exterior improvements, the construction of a building addition, or other historic preservation projects, including:

- Access to flexible alternative zoning regulations that not are afforded to new construction, including the waiving of floor area ratio (FAR) and building height, reduced setbacks, and increased lot coverage
- Permit and application fee waivers
- Expedited processing of applications
- A property tax rebate for the Village portion of a tax bill
- Matching grant funds

Meeting History

Historic Preservation Commission – Public Hearing – 4/5/2023: Fourteen (14) properties were reviewed by the Historic Preservation Commission at a public hearing held on April 5, 2023. The Historic Preservation Commission reviewed the information included in the packet and determined if each property possesses one or more of the criteria set forth in Section 14-7-3(B) of the Village Code. The criteria selected by the Historic Preservation Commission for determining whether each should be included on the Historically Significant Structures Property List is included in the table in Exhibit 2 for consideration by the Village Board.

Jonathan Temps, owner of 718 S. Lincoln Street, one of the properties up for consideration on the Historically Significant Structures Property List, spoke at the public hearing and provided the Commission with a brief overview of the structural improvements made to the house with period appropriate materials. Mr. Temps stated the house was purchased as the family home because of the historic nature.

By a vote of four (4) ayes and zero (0) nays, with three (3) absent, the Historic Preservation Commission recommended to the Village Board approval of fourteen (14) properties for Inclusion on the Historically Significant Structures Property List in the Historic Overlay District under Case HPC-4-2023.

Review Process

Pursuant to Chapter 7 of Title 14 of the Village Code, the Historic Preservation Commission shall, using existing Village studies, historical materials and maps, and their own expertise, consider additional properties for inclusion on the Historically Significant Structures Property List at a public hearing or hearings pursuant to the procedures set forth in Section 14-1-4(C) of Title 14.

Public notice was provided in *The Hinsdalean* on March 16, 2023. The Historic Preservation Commission shall determine whether each property possesses one or more of the criteria set forth in Section 14-7-3(B) and make a recommendation to the Board of Trustees as to whether each property included on the Initial List should be included on the Historically Significant Structures Property List. The recommendation of the Historic Preservation Commission shall be forwarded to the Board of Trustees for consideration.

The Board of Trustees shall consider the recommendations of the Historic Preservation Commission and may approve or deny the inclusion of each property on the List. The Board of Trustees may also remand the Initial List, or individual properties on the Initial List, to the Historic Preservation Commission for further consideration or for additional information without further public hearing.

Properties may be added or removed from the List at any point in time in accordance with the process listed in Section 14-7-3 of the Village Code. Property owners will be notified if their homes are included on the proposed Historically Significant Structures Property List. A Notice of Historically Significant Property will be recorded against the title of each property approved for inclusion on the Historically Significant Property List to help make future property owners aware of the availability of preservation incentives offered by the Village. Applying for and utilizing any preservation incentive is completely voluntary.

Village Board and/or Committee Action

N/A

Documents Attached

1. Exhibit 1: Hinsdale Zoning Map & Historic Overlay District Map
2. Exhibit 2: Summary Table of Properties to be Considered for Inclusion on the Historically Significant Structures Property List and HPC's Determination for Criteria Met
3. Exhibit 3: Hinsdale Historic Surveys - Evaluation Information / Definitions
4. Exhibit 4: Review Criteria for Properties on the Historically Significant Structures Property List - Village Code Title 14, Chapter 7, Section 14-7-3(B)
5. Exhibit 5: Detailed Information for Properties to be Considered for Inclusion on the Historically Significant Structures Property List
6. Exhibit 6: Draft Ordinance
7. Exhibit 7: Historic Preservation Commission Public Hearing Transcript – April 5, 2023



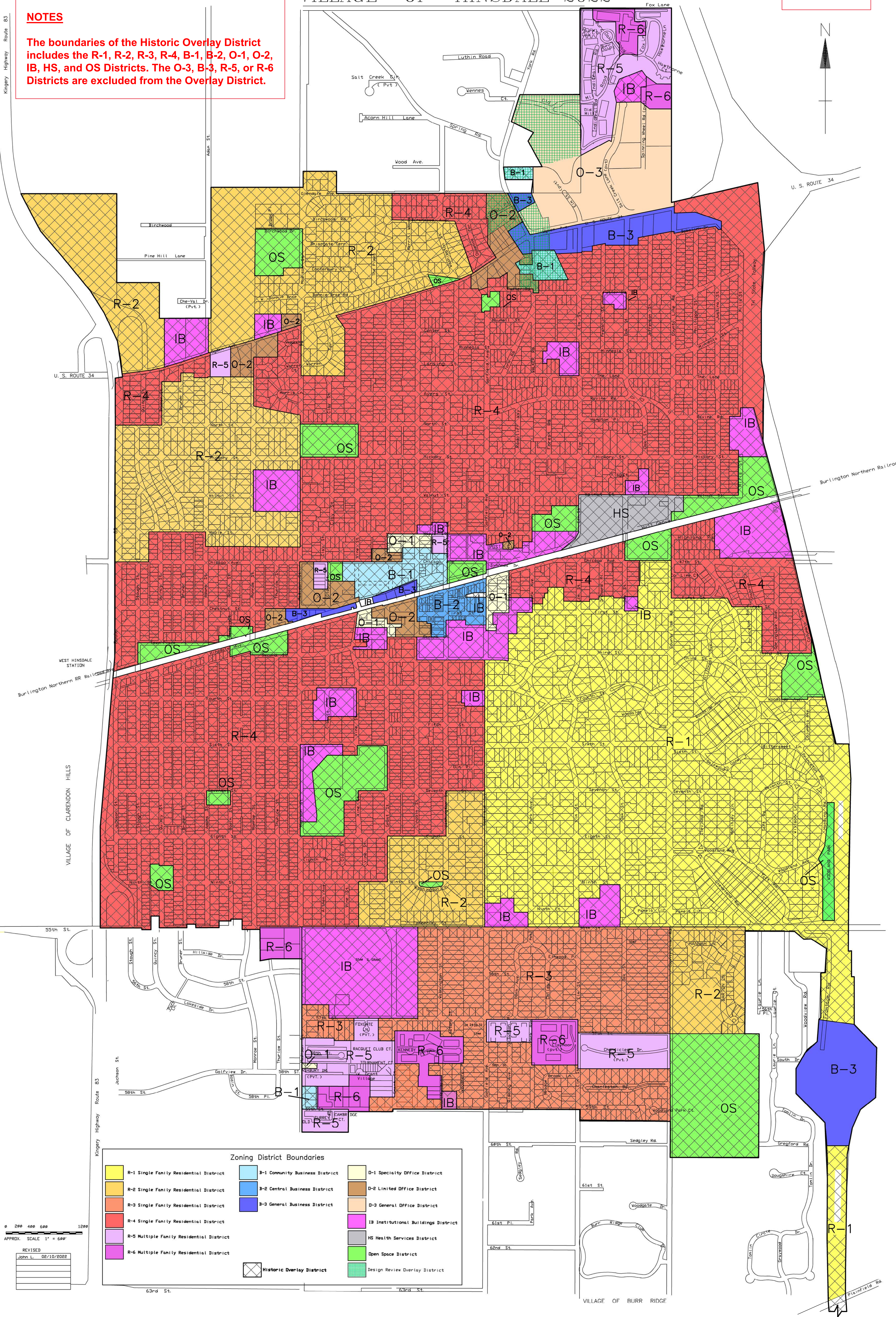
REQUEST FOR BOARD ACTION

VILLAGE OF HINSDALE 2022

Exhibit 1

NOTES

The boundaries of the Historic Overlay District includes the R-1, R-2, R-3, R-4, B-1, B-2, O-1, O-2, IB, HS, and OS Districts. The O-3, B-3, R-5, or R-6 Districts are excluded from the Overlay District.



Full Address	Date Constructed	Architectural Style	Architect	Historic Name	Existing Historic Significance	Land Use	Zoning District	PIN(s)	County	Review Criteria - Section 14-7-3(B) - HPC Public Hearing Recommendation - 4/5/2023
137 N. Clay Street	1883	Gable Front		Oliver Stough House	Reconnaissance Survey (1999) - Significant / Historically Significant; North Hinsdale Survey (2005) - Contributing; Additional information provided by homeowner; Referenced in "Hinsdale's Historic Homes and the People Who Lived in Them", Volume 1, Mary Sterling, 1997	Single-Family	R-4	09-01-322-001	DuPage	2
15 S. Clay Street	1874	Italianate		Henry Chapin House	Designated Local Landmark (Ord. No. O2002-20); Reconnaissance Survey (1999) - Significant / Historically Significant; Downtown Survey (2003) - Significant; Originally located at 213 S. Lincoln Street and was moved to the present location in 1981 by the Historical Society	Museum - Hinsdale Historical Society	OS	09-12-105-001	DuPage	3, 5, 6
321 S. County Line Road	1893	Colonial Revival			Reconnaissance Survey (1999) - Significant / Historically Significant; Referenced in "Hinsdale's Historic Homes and the People Who Lived in Them" Volume 2, by Mary Sterling, 1997; Additional information provided by Hinsdale Historical Society and property owner	Single-Family	R-1	18-07-110-022-0000	Cook	2, 3, 5, 6
329 S. County Line Road	c. 1925	Tudor Revival			Reconnaissance Survey (1999) - Significant / Historically Significant; 2013 building addition and garage on the north side of the house that matches the existing architecture	Single-Family	R-1	18-07-110-002-0000	Cook	3
306 E. First Street	1890	Romanesque Revival / Queen Anne		Backdraft House / Elizabeth Grant House	Reconnaissance Survey (1999) - Significant; Robbins Park I Survey (2002) – Significant; Referenced in "Hinsdale's Historic Homes and the People Who Lived in Them", Volume 1, Mary Sterling, 1997	Single-Family	R-1	09-12-209-013	DuPage	3, 6
117 N. Garfield Avenue	c. 1895	Shingle			Reconnaissance Survey (1999) - Potentially Contributing / Historically Significant; North East Hinsdale Survey (2006) – Contributing	Single-Family	R-4	09-01-414-026; 09-01-414-027	DuPage	3
735 S. Garfield Avenue	1923	Tudor Revival	Walter Smith House	William Barfield	Designated Local Landmark (Ord. No. O2007-36); Reconnaissance Survey (1999) - Significant / Historically Significant; Robbins Park II (2007) – Significant	Single-Family	R-1	09-12-404-006	DuPage	3, 4
302 S. Grant Street	1900	Gothic Revival / Church		Immanuel Evangelical Church / Immanuel Hall	Designated Local Landmark (Ord. No. O2002-06); Reconnaissance Survey (1999) - Significant; Town of Hinsdale Survey (2001) - Significant; Listed on the National Register of Historic Places (2001)	Hinsdale Historical Society	R-4	09-12-112-016	DuPage	3, 5, 6
718 S. Lincoln Street	c. 1890-1903	Queen Anne			Reconnaissance Survey (1999) - Potentially Contributing; Additional Information Provided by Homeowner and Historical Society	Single-Family	R-4	09-12-309-017	DuPage	3

Full Address	Date Constructed	Architectural Style	Architect	Historic Name	Existing Historic Significance	Land Use	Zoning District	PIN(s)	County	Review Criteria - Section 14-7-3(B) - HPC Public Hearing Recommendation - 4/5/2023
121 S. Monroe Street	1909-1910				Not included in any past historic surveys; Additional research provided by the Historical Society	Single-Family	R-4	09-11-214-005	DuPage	3
17 E. Seventh Street	c. 1935	French Eclectic			Reconnaissance Survey (1999) - Significant; Robbins Park II (2007) – Significant	Single-Family	R-4	09-12-305-018	DuPage	3
218 E. Sixth Street	1924	Colonial Revival	John H. Crowell House	Van Gunter & Van Gunter	Reconnaissance Survey (1999) - Contributing; Robbins Park II (2007) – Contributing; Recent rear addition completed not visible from street	Single-Family	R-1	09-12-401-002	DuPage	3
108 E. Walnut Street	c. 1915	French Eclectic			Reconnaissance Survey (1999) - Significant; North Hinsdale Survey (2005) - Potentially Significant	Single-Family	R-4	09-01-414-001	DuPage	3

Hinsdale Historic Surveys – Evaluation Information & Ratings Definitions

Selected areas of the community have been surveyed in the past to help determine the historic significance of properties in the Village. These surveys include the Reconnaissance Survey (1999), the Town of Hinsdale Survey (2001), the Robbins Park I Survey (2002), the Downtown Commercial District (2003), the North Hinsdale Survey (2005), the North East Hinsdale Survey (2006), and the Robbins Park II Survey (2007).

If available, information collected from these surveys has been included for the properties being considered for the Historically Significant Structures Property List to determine eligibility for inclusion on the List.

The survey sheets include a data form on each principal structure with such information as the building's use, condition, integrity, architectural style, construction date, architect or builder (if known), architectural features, and alterations. Photographs were taken of the main street façade of the building and any secondary structures on the site. Each building also receives a local rating, described below.

The architectural integrity assesses what alterations to the original historic structure had occurred. Structures were considered unaltered if all or almost all of their historic features and materials were in place. Minor alterations are those considered by the field surveyor to be reversible. Generally, aluminum, vinyl, or other siding installed over original wood clapboard siding is considered a reversible alteration. Major alterations include irreversible changes and additions. These could include porches and other architectural detailing that have been completely removed and for which there is no actual physical evidence or photo documentation to accurately reproduce them; window changes in which the original window opening size has been altered and there is no evidence of the original sash configuration and material; and large, unsympathetic additions visible from the street that greatly compromise the historic character of a house.

The surveys rate and use various classifications to determine the significance of a structure. The surveys classifies buildings as follows:

- **Local Significance** – Buildings were evaluated based on the criteria for architectural significance as stated in the Hinsdale Historic Preservation Ordinance (Village Code, Title 14, Section 14-3-1) and the factors listed below.
 - **Significant (S)**: Indicates that the building may be eligible for listing as a local landmark and have local architectural importance to the community. Buildings are generally not considered locally significant if it has more than minor alterations, or if it had alterations that were considered irreversible. The following factors determine this rating:
 - **Age**. Must be at least 50 years old.
 - **Architectural Merit**. Must possess architectural distinction in one of the following when compared with other buildings of its type: architectural style or type valuable for a study of a period, style, method of construction, or use of indigenous materials; exceptional craftsmanship; work of a master builder or architect.
 - **Integrity**. Must have a high degree of integrity in its design, materials, workmanship, setting, location, feeling, and association, for example, most architectural detailing in place; no historic materials or details covered up; no unsympathetic and/or overpowering additions. In some cases buildings with modern siding materials were included if it was determined the siding could be removed
 - **Contributing (C)**: Indicates that it is considered a contributing building in the locally designated historic district. These building are generally not individually architecturally distinctive by have identifiable characteristics of a historic building and contribute to the character of a locally designated historic district. The following factors determine this rating:
 - **Age**. Must be at least 50 years old.

- Architectural Merit. Does not necessarily possess individual distinction, but is a historic structure with the characteristic design and details of its period.
- Integrity. May have a moderate degree of integrity, but is of a common design with no particular architectural distinction to set it apart from others of its type.
- Non-Contributing (NC): Indicates a non-contributing building in the local historic district. Integrity, that is, the degree of original design and historic material remaining in place, was factored into the evaluation. These are generally buildings have are non-historic or have been so altered that they are no longer recognized as historic. The following factors determine this rating:
 - Age. Buildings less than 50 years old.
 - Integrity. Any building at least 50 years old whose integrity is so poor that all historic materials and details are missing or completely covered up and its historic massing and/or roofline cannot be discerned. Poor integrity was present if all these factors were missing: original shape and/or massing; original siding; original windows and window openings; original architectural detail and trim.
- National Register of Historic Places Rating – Buildings were analyzed for potential individual National Register of Historic Places listing in consultation with the National Register Coordinator of the Illinois Historic Preservation Agency. An "N" (no) indicates that it would not. "Criteria" refers to the National Register criteria that were considered. A "Y" (yes) indicates that the surveyed building likely would be a good candidate for individual listing on the National Register. The sub-ratings are defined as follows:
 - Eligible for Individual Listing (Y or N): Must be a site, building, structure, or object that is at least 50 years old (unless it has achieved exceptional significance) and meets one of the following criteria: (a) it is associated with events that have made a significant contribution to the broad patterns of our history; (b) it may be associated with the lives of persons significant in our past; (c) it is architecturally significant, that is, embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction. It must also possess integrity of location, design, setting, materials, workmanship, feeling, and association.
 - Contributing to a Historic District (C):
 - Age. Must have been built or standing during the period of historic significance.
 - Integrity. Any building that possesses enough integrity to still be identified as historic.
 - Non-contributing to a Historic District (NC):
 - Age. Any building or secondary structure built after the period of significance or less than 50 years old.
 - Integrity. Any structure that has been so completely altered within the last 50 years that it is no longer recognizable as historic.
- Other Notations: The notations under "listed on existing survey" include IHSS, which indicates the building was included in the Illinois Historic Structures Survey, completed by the State Historic Preservation Office in the early 1970s, or NRHP, which indicates that the building is individually listed on the National Register of Historic Places. There is also a field entitled Landmark List, which includes the following additional notations:
 - Arch Gems: Property noted in "The Village of Hinsdale: Architectural Gems," a 1995 brochure published by the Hinsdale Architectural Society.
 - Arch Walks: Property noted in "The Village of Hinsdale: Architectural Walks," a 1995 brochure published by the Hinsdale Architectural Society.
 - DCHI: Listed in the *DuPage County Cultural and Historical Inventory*.
 - HHS/plaque: Awarded a plaque by the Hinsdale Historical Society.
 - HHSF: Property has an individual file at the Hinsdale Historical Society.
 - HTB: Property mentioned in "Hinsdale the Beautiful," *Campbell's Illustrated Journal*, November 1897.
 - Zook: Listed in an unpublished inventory of homes in Hinsdale built by architect R. Harold Zook.




**VILLAGE CODE TITLE 14 - HISTORIC PRESERVATION
CHAPTER 7 - HISTORIC OVERLAY DISTRICT**

14-7-3: HISTORICALLY SIGNIFICANT STRUCTURES PROPERTY LIST:

B. Review Criteria. In order for a property to be deemed to host a Historically Significant Structure and be included on the Historically Significant Structures Property List, a property must be located within the Historic Overlay District and meet one (1) or more of the following criteria:

1. The property or one (1) or more structures on the property are associated with events that have made a significant contribution to the broad patterns of our history;
2. The property or one (1) or more structures on the property are associated with the lives of persons significant in our past;
3. One (1) or more structures on the property embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction;
4. The property or one (1) or more structures on the property yields, or may be likely to yield, information important to history or prehistory;
5. The property or one (1) or more structures on the property has significance in local, regional, state or national history, architecture, archeology, engineering or culture; or
6. The property or one (1) or more structures on the property is a source of civic pride or identity for the community.

HISTORICALLY SIGNIFICANT STRUCTURES PROPERTY LIST
PROPERTY INFORMATION SHEET

Address 137 N. Clay Street	
County DuPage	
PIN / Parcel Number 09-01-322-001	
Zoning District R-1 Single Family Zoning District	
Land Use Single-Family	
Historic Name Oliver Stough House	
Architect N/A	
Date Constructed 1883	
Architectural Style Gable Front	Past Historic Surveys / Historic Significance <ul style="list-style-type: none"> • Reconnaissance Survey (1999) - Significant / Historically Significant • North Hinsdale Survey (2005) – Contributing • Additional information provided by homeowner • Referenced in "Hinsdale's Historic Homes and the People Who Lived in Them", Volume 1, Mary Sterling, 1997
Additional Photos <div>   </div>	

Village of HINSDALE

ILLINOIS URBAN ARCHITECTURAL AND HISTORICAL SURVEY

STREET # 137
 DIRECTION N
 STREET: CLAY
 SUFFIX ST
 CITY IN
 LOCAL SIGNIFICANCE RATING C
 POTENTIAL IND NR? (Y or N) N
 CRITERIA
 Contributing to a NR DISTRICT? C
 Contributing secondary structure? NC
 Listed on existing SURVEY? HHS/plaque



GENERAL INFORMATION

CATEGORY	building	CURRENT FUNCTION	Domestic - single dwelling
CONDITION	good	HISTORIC FUNCTION	Domestic - single dwelling
INTEGRITY	major alterations and/or addition(s)	REASON for SIGNIFICANCE	If not for the multiple additions, this house might be considered significant.
SECONDARY STRUCTURE	detached garage		
SECONDARY STRUCTURE			

ARCHITECTURAL DESCRIPTION

ARCHITECTURAL CLASSIFICATION	Gable Front	PLAN	L
DETAILS	Queen Anne	NO OF STORIES	2.5
DATE of construction	1883	ROOF TYPE	Front gable
OTHER YEAR		ROOF MATERIAL	Asphalt - shingle
DATESOURCE	HHS	FOUNDATION	Stone
WALL MATERIAL (current)	Wood	PORCH	Full front
WALL MATERIAL 2 (current)		WINDOW MATERIAL	wood
WALL MATERIAL (original)	Wood	WINDOW MATERIAL	
WALL MATERIAL 2 (original)		WINDOW TYPE	double hung
		WINDOW CONFIG	2/2

SIGNIFICANT FEATURES Enclosed front gable roof with fish scale and diamond pattern shingles; two story polygonal window bay on south elevation with enclosed gable roof, decorative brackets, and dentil trim; gable dormer on north elevation

ALTERATIONS original rectangular plan altered by additions, including 2 story rear and south side addition (1996) and one story south side sunroom addition; replacement front porch

HISTORIC INFORMATION

HISTORIC NAME	Stough, Oliver J. (Spec) House
COMMON NAME	
PERMIT NO	
COST	
ARCHITECT	
ARCHITECT2	
BUILDER	
ARCHITECT SOURCE	



HISTORIC INFO The house was one of many "spec" houses in Hinsdale built by Oliver J. Stough. Chris Bargeman, a carpenter who helped to construct the house, bought it in 1888. It remained in the Bargeman family for over 100 years. (Sterling, Vol. 1, p. 7-9)

LANDSCAPE southeast corner of Walnut and Clay; front and north sidewalks; rear driveway; similar setback; mature trees

PHOTO INFORMATION

ROLL1	08
FRAMES1	7-8
ROLL2	
FRAMES2	
ROLL3	
FRAMES3	
DIGITAL PHOTO ID	e:\clay137n.jpg

SURVEY INFORMATION

PREPARER	Lara Ramsey
PREPARER ORGANIZATION	GRANACKI HISTORIC CONSULTANTS
SURVEYDATE	11/18/04
SURVEYAREA	Scattered Sites

137 N. Clay History

- Built in 1883 by Oliver J. Stough, a man well known for his real estate prowess in early Hinsdale, and his wife, Jennie. It was one of the many “spec” homes in Hinsdale that the Stoughs had built.
- Diedrich and Dora Schroeder bought the home around 1884 and owned it for four years. However, they never actually lived there. The carpenter who built the home was Chris Bargeman. Chris and his wife Mary bought the house on March 27, 1888, from Diedrich and Dora Schroeder. It remained in their family for 101 years!
- Chris, originally from Germany, was an industrious carpenter who built many of its houses. He was the carpenter/finisher of the historical home on the corner of Lincoln and Walnut.
- The second floor has all the original floors that Chris Bargeman put down all those years ago. The original staircase remains. All 93 spindle and balls on the railings that were made by Chris Bargeman and his son, Henry. And the beading trim on all the doorways is just as it was in 1883.
- We’ve had the privilege of meeting Chris’s great granddaughter, Nancy Schweigerdt, when she was visiting the area several years ago. She walked us through the house and told us lots of stories, like how one of the upstairs bedrooms was once a kitchen! We keep in touch via holiday cards and even recently, a phone call. Not only do we know about all the past people who have lived in this home, but also the past pets! Nancy shared that after we told her we were getting a dog. HA!
- Nancy said her grandfather also built 126 N Vine, which her mother lived in after selling 137 N Clay. She lived in that house until she passed, living on the same block of Hinsdale her whole life.
- 137 N Clay has really only had three families: Bargeman’s for three generations, The Kormashoff’s, and us. :)

Nancy expressed her appreciation of how amazingly we have cared for this historical home full of so many wonderful memories. She told us that 137 N. Clay has good bones. We agree. She shared these photocopied pages with us as well as some photos of the house before the Kormashoff's added two additions. Hope you enjoy. They are a treasure.

137 N. Clay



The charming frame farmhouse-style home at 137 N. Clay Street was built in 1883 by Oliver J. Stough, a man well known for his real estate prowess in early Hinsdale, and his wife, Jennie. This was one of the many "spec" houses in Hinsdale that the Stoughs had built. The carpenter who built it was Chris Bargeman. We'll learn more about him later.

Diedrich and Dora Schroder bought the home around 1884 and owned it for four years. They never lived there, however.

On March 27, 1888, Christopher Bargeman and his wife, Mary, bought the house. It remained in their family for one hundred and one years!

The original address of the house was 115 N. Clay Street. It should be noted that all the addresses in Hinsdale were changed in the 1930's to better reflect their positions on the blocks. That makes tracing ownership of houses a little tricky. Prior to that date, we must find them by their old numbers.

The 1910 census shows Chris and Mary Bargeman living in this house. He was a carpenter, 56, who had come from Germany

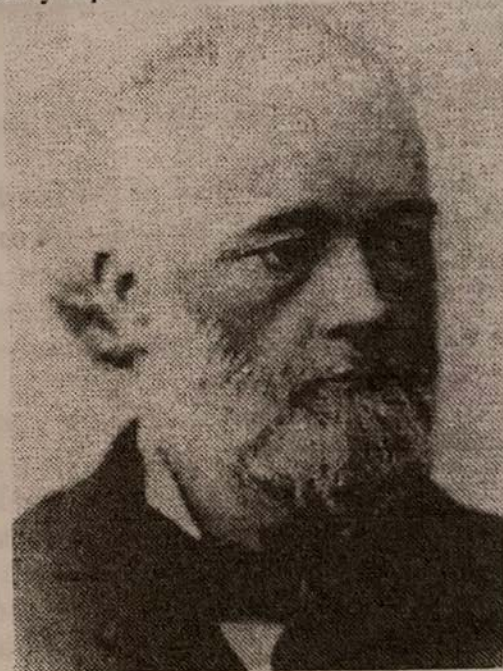
at the age of 14. They had three children: Henry, 23, a bookkeeper in a store at 43 Franklin St.; William, 20, another bookkeeper at Nonotuck Silk Company, 266 Adams St.; and Louis, then only 8 years old. Chris Bargeman was an industrious carpenter in Hinsdale who built many of its houses. His granddaughter, Mrs. Arvis Bargeman Kurth, remembers his telling of working on the inside of the house on Walnut and Lincoln streets and his having completed the inside of the home after its walls were brought on flatbed trucks and assembled on the site.

The 1924 Hinsdale Directory reports that Henry and his wife, Mamie, moved to Vine Street. Louis, then an engineer of the Rockwood Sprinkler Company in Chicago, and William, a clerk in Chicago, both still lived with their parents, Chris and Mary, who had by this time retired. The 1927 Directory further lists Louis as a "trav. engr." in Chicago.

There was a change in title listed in 1929 using the traditional strawman (this time a strawperson), Emma Ostrum. Emma was a clerk at The First National Bank of Hinsdale, along with Helen and Selma, her

sisters. At the time of the transfer Emma would have been 62 years old. Her father was William Ostrum, coincidentally another builder, a brick mason, who had built many of the homes in Hinsdale. She was still single, making her the perfect legal transfer agent for property with no spouse having a possible interest in the property.

Christopher and Mary Bargeman lived in this home until his death when Mary became the sole owner. At her subsequent death,



Oliver J. Stough, the man who built this house in back in 1883

Henry, one of their sons, and his wife, Mamie, took title to the house.

When Henry died, his widow, Mamie, owned the house until her death in 1980 when their daughter, Avis Bargeman Kurth, and her husband, Norman, bought the house.

Mrs. Avis Bargeman Kurth is the granddaughter of the builder of the house. It had remained in her family for more than one hundred years!

The charming house has all its original windows and hardwood floors. A fascinating point is that upstairs it has two wooden floors. The craftsmanship of Mrs. Kurth's grandfather endures. He was an extraordinary carpenter who so appreciated woods that he lovingly put not one but two floors in what was to be his own home. We can only guess at what would be his feelings if he had known that his great-great-grandson would one day enjoy his work—Mrs. Kurth's grandson moved in to live with her.

Christopher Bargeman himself dug out the dirt basement and put in the cement floor. The new furnace, installed in August of 1988, is the first since the original, which had been converted to gas. Now that is quality!

The garage was replaced in 1985. The original staircase remains. All 93 spindle and balls on the railings were made by hand by Mrs. Kurth's father and grandfather. The beading trim on all the doorways is just as it was in 1883.

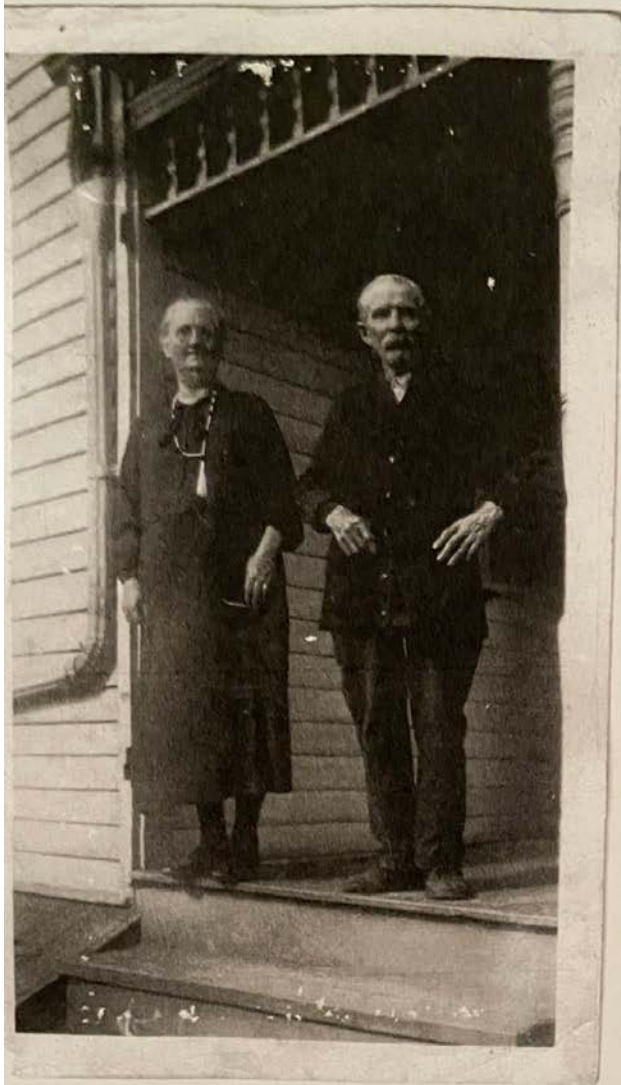
Imagine the wonderful memories Mrs. Kurth had from all the holidays spent in her own home, and that of her father and his father. The house, full of people for family gatherings at Christmas, Thanksgiving, and other holidays—hunting for Easter eggs, warm with happy times with loved ones. Mrs. Kurth spent a great deal of time with her grandparents in this house as a child.

The house continues its tradition of quality and coziness with its new owners, Alex and Mary Kay Kormushoff and their children, David, Margaret and Katharine. They bought it in 1994, put on a two-story addition, and put it on the market in August of 1996, moving to Massachusetts. Missing Hinsdale, they returned in March of 1997 and continue to love this house in all its warmth and charm.









Christopher and
Mary Baisman.

He was the
Carpenter who built
the house in 1883
and my great-
grandfather. Standing
on the back porch.



The about



The house in 1949
and my great-
grandfather. Standing
on the back porch.



Me about
1949?
"Olsen"
house behind
me and back
porch steps
to my right.



Winter
1947 - 48

Nancy in white
hat and brother
Dave behind
me. Burns.
Field behind
us and taken
in front of
house.





Winter 1948-49 ?

Dave on the left and me.
Note Maple School behind
us as we face Walnut St.
in our backyard.






March 27, 1950



January, 1950
Dave - 9 yrs old.
Monroe School
behind him.

HISTORICALLY SIGNIFICANT STRUCTURES PROPERTY LIST

PROPERTY INFORMATION SHEET

<p>Address 15 S. Clay Street</p>	
<p>County DuPage</p>	
<p>PIN / Parcel Number 09-12-105-001</p>	
<p>Zoning District OS Open Space District</p>	
<p>Land Use Museum – Hinsdale Historical Society</p>	
<p>Historic Name Henry Chapin House</p>	
<p>Architect N/A</p>	
<p>Date Constructed 1874</p>	
<p>Architectural Style Italianate</p>	
<p>Past Historic Surveys / Historic Significance</p> <ul style="list-style-type: none"> Designated Local Landmark (Ord. No. O2002-20) Reconnaissance Survey (1999) - Significant / Historically Significant Downtown Survey (2003) – Significant Originally located at 213 S. Lincoln Street / Moved to Eleanor's Park in 1981 by the Historical Society Referenced in "Hinsdale's Historic Homes and the People Who Lived in Them", Volume 1, Mary Sterling, 1997 	
<p>Additional Photos</p> <div style="display: flex; justify-content: space-around;">   </div>	

4/9



J.P. "RICK" CARNEY

DUPAGE COUNTY RECORDER

JUL.09,2002

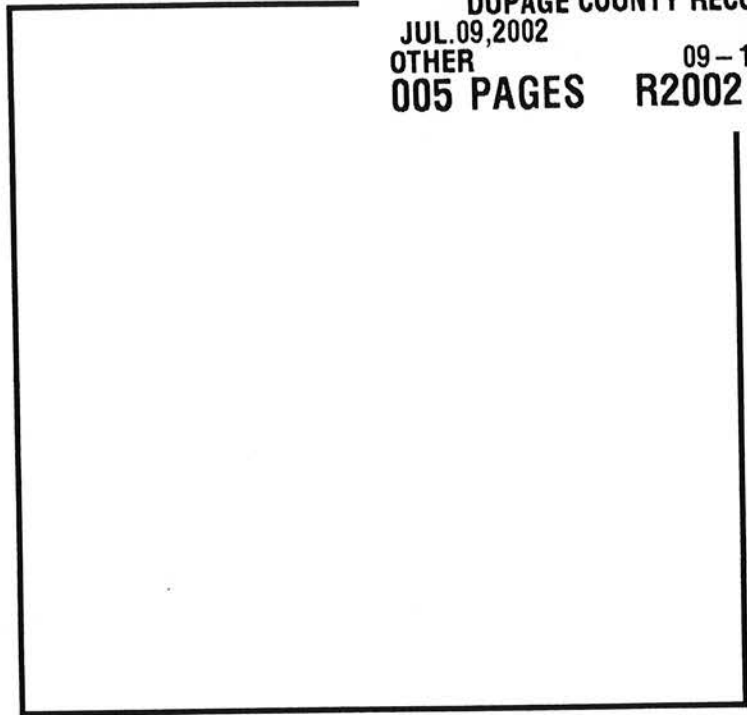
8:55 AM

OTHER

09-12-105-001

005 PAGES

R2002-175079



VILLAGE OF HINSDALE

ORDINANCE NO. 02002-20

**AN ORDINANCE DESIGNATING
15 SOUTH CLAY STREET
AS AN HISTORIC LANDMARK
(HINSDALE HISTORICAL SOCIETY MUSEUM)
(HPC CASE No. 02-2002)**

WHEREAS, the Village is authorized pursuant to Section 11-48.2 of the Illinois Municipal Code, 65 ILCS 5/11-48.2-1 *et. seq.* to enact ordinances for the purposes of protecting, preserving, enhancing, and regulating buildings, structures, objects, sites, and areas of historical, cultural, or architectural importance; and

WHEREAS, Title 14 of the Village Code of Hinsdale, as amended, provides for a procedure by which such buildings, structures, objects, sites, and areas can be designated as historic landmarks and historic districts; and

WHEREAS, the Hinsdale Historical Society (the "Applicant"), is the legal owner of, and has filed an application (the "Application") seeking to designate, the building located at 15 South Clay Street, commonly known as the Hinsdale Historical Society Museum, (the "Subject Building") as a historic landmark; and

WHEREAS, the Village of Hinsdale is the owner of the property on which the Subject Building is located, and the Village has consented to the Application; and

WHEREAS, pursuant to notice duly published and mailed as required by the Village Code, the Hinsdale Historic Preservation Commission (the "Commission") conducted a public hearing on April 9, 2002 to consider the Application; and

WHEREAS, following review of all information presented to the Commission at its April 9, 2002 public hearing, the Commission recommended approval of the Application that the Subject Building be designated as an historic landmark, based on the Commission's Findings of Fact in HPC Case No. 02-2002; and

WHEREAS, the Zoning and Public Safety Committee of the Board of Trustees of the Village of Hinsdale, at a public meeting on April 22, 2002, considered the Application as recommended by the Commission; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have considered the findings and recommendation of the Commission and determined that it is in the best interest of the Village and its residents to establish the Subject Building as a designated landmark;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties and State of Illinois, as follows:

Section 1. Recitals. The foregoing recitals are incorporated in and are made a part of this Ordinance by this reference.

Section 2. Designation as an Historic Landmark. The nomination of the Subject Building as an historic landmark is hereby approved and the Subject Building is hereby designated as an historic landmark. The Subject Building shall hereafter be subject to the requirements of Chapter 5 of the Title 14 of the Village Code, as it may be amended from time to time.

Section 3. Notice to Owner of Record and Building Commissioner. The Village Clerk is directed to send notice to the Applicant, as owner of record, and the Village Building Commissioner, which notice shall include a copy of this Ordinance.

Section 4. Recordation. The Village Clerk is directed to promptly cause a copy of this Ordinance be recorded in the office of the DuPage County Recorder of Deeds.

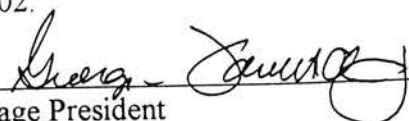
PASSED this 7th day of May, 2002.

AYES: TRUSTEES MILKINT, ELLIS, CICCARONE, LENNOX, BARROW AND BLOMQUIST.

NAYS: NONE

ABSENT: NONE

APPROVED this 7th day of May, 2002.


Village President

ATTEST:


Village Clerk



EXHIBIT A

Legal Description

LOT 17 IN BLOCK 1, OF GRANT SQUARE RESUBDIVISION OF BLOCKS ONE AND TWO AND THE VACATED ALLEYS RUNNING NORTH AND SOUTH THROUGH SAID BLOCAKS, FROM THE NORTH LINE OF CHESTNUT STREET TO THE SOUTH LINE OF CHICAGO AVENUE, IN HANNAH'S SUBDIVISION OF PART OF OUT LOT ONE OF THE ORIGINAL TOWN OF HINSDALE, IN SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as: 15 South Clay Street
Hinsdale, Illinois 60521

Property Identification Numbers: 09-12-105-001



VILLAGE OF HINSDALE

FOUNDED IN 1873

19 EAST CHICAGO AVENUE
HINSDALE, ILLINOIS 60521-3489 • (630) 789-7000
Village Website: <http://www.vil.hinsdale.il.us>

POLICE DEPARTMENT 789-7070
FIRE DEPARTMENT 789-7060
121 N. M. SYMONDS DRIVE

VILLAGE PRESIDENT
George L. Faulstich, Jr.

TRUSTEES
Elizabeth K. Barrow
William K. Blomquist
Richard A. Ciccarone
John R. Ellis
Robert A. Lennox, Jr.
Craig Milkint

STATE OF ILLINOIS)
COUNTIES OF DU PAGE)
 AND COOK)

I, Mary M. Reed, do hereby certify that I am duly qualified and elected Village Clerk of the Village of Hinsdale, Illinois in whose custody are the records of the Village of Hinsdale.

And, I do further certify that the attached is a true and correct copy of

AN ORDINANCE DESIGNATING 15 SOUTH CLAY STREET AS AN
HISTORIC LANDMARK (HINSDALE HISTORICAL SOCIETY
MUSEUM) (HPC CASE NO. 02-2002)

passed and approved by the Village Board of Trustees at their regular meeting on
May 7, 2002.

WITNESS my hand and seal this 8th day of May, 2002.



Mary M. Reed

Village Clerk

By: *Rosmary Graham*
Deputy Village Clerk



HINSDALE HISTORIC PRESERVATION COMMISSION

RE: 15 South Clay Street (Hinsdale Historical Society Museum)
Designation as Landmark Building - HPC Case 02-2002

DATE OF HISTORIC PRESERVATION COMMISSION REVIEW: April 9, 2002

DATE OF ZONING AND PUBLIC SAFETY REVIEW: April 22, 2002

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. The Hinsdale Historical Society (the "Applicant") submitted an application under Section 14-3-2 of the Village Code of Hinsdale (the "Village Code") to the Village of Hinsdale ("Village") nominating the 128-year old structure located at 15 South Clay Street for designation as an historic landmark. The applicant is the owner of record of the Subject Building and the Village of Hinsdale is the owner of record of the Subject Property.
2. The Subject Building, now known as the Hinsdale Historical Society Museum, is a two-story wood frame and wood clad building with wood shake roof, constructed in 1874 in the Italianate style. The house was originally sited at 213 South Lincoln Street and moved to its present location in 1981. The building was rehabilitated during 1982 and 1985 and the interior was restored as a museum reflecting Hinsdale life in the late-19th Century. Office and meeting room space is located in the basement.
3. The Hinsdale Historic Preservation Commission finds that the Subject Building complies with one or more of the criteria set forth in Section 14-3-1 of the Village Code that shall be considered with a nomination for landmark designation for the following reasons, and specifically notes the following significant features in the exterior architectural appearance of the Subject Building and significant historical facts associated with the Subject Building that should be protected and preserved:
 - A. The Subject Building has significant character, interest or value as part of the historic, aesthetic, or architectural heritage of the Village, as set forth in Section 14-3-1A1 of the Village Code, because the Subject Building was constructed one year after the incorporation of the Village of Hinsdale and is an example of the Village's early settlement and the social aspirations and economic standing of its owner and the owners of the similar middle-class dwellings in the area. The Subject Building was occupied by eight separate families from 1847 to 1981. It is listed in the DuPage County Cultural and Historical Inventory. As the headquarters of the Hinsdale Historical Society, the Subject Building is the focal point for a number of popular Historical Society activities and programs. The Subject Building's important role as a house museum, with its collection of rare and unique artifacts, enables the Society to inform and educate the public about life in early Hinsdale and the Hinsdale community.

- B. The Subject Building is an established or familiar visual feature due to its unique location or its singular physical characteristics, as set forth in Section 14-3-1A4 of the Village Code, because the Subject Building is located immediately south of Eleanor's Park, a familiar site to many because of its location along highly trafficked Chicago Avenue, and because it is the only residential structure on the block it now occupies, which includes only two other buildings, both commercial, well south of the Subject Building. In addition, the evening illumination and its landscaping complement its surroundings and contribute to its high degree of visibility.
- C. The Subject Building represents certain distinguishing characteristics of architecture inherently valuable for the study of a time period, type of property, method of construction or use of materials as set forth in Section 14-3-1B1 of the Village Code, because the Subject Building is an example of a well-maintained modest Italianate style popular in the latter half of the 19th Century. The Subject Building has a low-pitched gable roof, wide eaves, elaborate eave brackets, arched windows with hood moldings at the front and paired front doors (not original) with glass. The raised stone foundation replicates the original. In 1983, the east and south walls of the small room at the rear of the house were extended to meet the original south wall of the main house to provide a covered and more secure rear entrance. In 1985, a period- and style-authentic covered, flat-roof front porch, that partially wraps to the south wall was added

II. RECOMMENDATION

The Village of Hinsdale Historic Preservation Commission, on a vote of five (5) "Ayes," zero (0) "Nays," two (2) "Absent," and one (1) "Recusing", recommends that the President and Board of Trustees designate the Subject Building, in its entirety, as an historic landmark.

HINSDALE HISTORIC PRESERVATION COMMISSION

By: Jean A. Follett
Chairman

Dated this 19th day of May, 2002.

15 South Clay Street - Membership Organization Building



The building is located at the southeast corner of Chicago Avenue and Clay Street and is now known, as the Hinsdale Historical Society Museum was landmarked by the Village Board of Trustees on May 7, 2002. It is a two-story wood frame and wood clad building with wood shake roof, constructed in 1874 in the Italianate style. The house was originally sited at 213 South Lincoln Street and was moved to its present location south of Eleanor's Park in 1981.

The building is an example of the Village's early settlement and the social aspirations and economic standing of its owner and the owners of similar middle-class dwellings in the area. The building was occupied by eight separate families from 1847 to 1981 and is an example of a well-maintained modest Italianate style popular in the latter half of the 19th Century. It has a low-pitched gable roof, wide eaves, elaborate eave brackets, arched windows with hood moldings at the front and paired front doors (not original) with glass. The raised stone foundation replicates the original. In 1983, the east and south walls of the small room at the rear of the house were extended to meet the original south wall of the main house to provide a covered and more secure rear entrance. In 1985, a period- and style-authentic covered flat-roof front porch that partially wraps to the south wall was added.

As the headquarters of the **Hinsdale Historical Society**, 15 South Clay is the focal point for a number of popular Historical Society activities and programs. It is listed in the DuPage County Cultural and Historical Inventory.

15 S. Clay



The mustard and burgundy Italianate Victorian at 15 S. Clay Street is known to most of you as the Hinsdale Historical Society headquarters and museum. This building, however, hasn't always been at this site.

This house was built in 1874 at 213 S. Lincoln Street. It was one of the houses that needed to be moved in order to make room for the playing field of the Hinsdale Junior High School. District 181 graciously gave the Society the house to use for its headquarters and museum, and it was moved to its present site in August of 1981 via a flatbed truck.

The noted researcher and genealogist Beverly H. Erickson of Clarendon Hills spent many hours in 1984 researching the history of the house and its occupants. Her research is now incorporated into the docents' materials for house tours.

Henry A. Chapin had this old house built in 1874. He is listed in the 1870 census as a 38-year-old clerk in the furniture business in

Chicago. He was born in New York. Living now with him are his wife, Fannie, 28; daughter Laura, 3; and school teacher, Helen L. Allen, 38. Laura Fox, 50, and John W. Fox, 20, a tinner, lived with the Chapin family in a house on Lincoln and Fourth streets before they moved into this home. I find it curious that all the inhabitants except young Laura Chapin were born in New York. I wonder what the connection was, did they all come here together or just find a natural affinity to each other with that common background?

According to Erickson, Chapin worked for Allen and Chapin Furniture on State Street in Chicago in 1873. He also worked in 1874 for Alanson Reed and Sons as a clerk in a piano store three blocks down on State Street. The 1880 census finds him back in the furniture business, with his family expanded to include Laura, 13; Ethel, 9; Raymond, 5; and Fannie Jr., 3. As if this wasn't enough, to fill the little house we must include the rest of its residents—E.P. Lewis, 36, a merchant from Scotland; Lewis' wife, Etta, 23, from Massachusetts; and their son, Harry, 3, born in Illinois.

When you go to the museum, just try to imagine where all those nine people ate, slept and lived. It's enough to imagine a household with two three-year-olds in it! I wonder if the two mothers took turns with baby-sitting and chores. The Lewis family are clearly indicated on the census as boarders, but they must have spent a great deal of time together.

In 1881 James and Edith Shannon bought the house. Shannon lists himself in the 1880 census as an inventor, 43, from Pennsylvania.

Erickson points out that the Shannons had been living in Hinsdale where they owned several lots. Edith's older sister, Laura Arnold, was visiting from Vermont where Edith had been born. In 1880 James and Edith's children were James Samuel, 15, and Edith, 16. James later married neighbor Lois Webster and went on to become an architect. We know that Florence Webster, another neighbor and possibly Lois' sister, married Mr. Hall who ran a livery in Hinsdale to become Florence Webster Hall. Her portrait hangs in the front parlor of the Hinsdale Historical Society house.

In 1887 Athalia Walker bought this house and lived there for twelve years until her death in 1899. Her late husband, Dr. Henry Franklin Walker, had died in Monterey, California in 1887. Athalia,

therefore, was already widowed when she bought this house. Dr. Walker's brother, James Monroe Walker (notice the use of Presidential names for the brothers) was president of the CB&Q Railroad, and it was he who platted the town of Clarendon Hills.

Emma Orr, widow of local barber Eddy Orr, bought the house in 1905. Eddy must have died between 1900 and 1905 when the house was purchased because the 1900 census lists E.P. Orr, 49, a barber from New York, living with wife, Emma, 53, also from New York. (Do you notice number of New Yorkers who lived in this house?) They had been married for 27 years, and with them are their daughter, Nina, 23, and son, Herbert, 20. This must have been a very neat neighborhood—next door were Charles Hedges and Frank Schlink, both of whom were also barbers.

The 1900 census lists E.W. Neidig and his family living on Grant Street. Bev went through considerable trouble to find out that Neidig married Nina Orr, Emma's daughter, after his wife and infant son died leaving him with two daughters, Miriam and Nina. Nina Orr Neidig became stepmother to the girls and her mother, Emma, became a boarder with them.

Bev reported that Ed Neidig died in 1911, which explains why in the 1912 Hinsdale Directory there are so many listings for businesses under the name of N.O. Neidig: Neidig's Barber Shop, Neidig's Billiard Hall, Neidig's Lodge Hall, and Neidig's News Stand, all at 18 E. Hinsdale Avenue (today the site of Hinsdale Pharmacy) and all with the same proprietor. Nina would then have



Dr. H. Franklin Walker

been 35 and quite a businesswoman to keep all that running while caring for her two step-daughters at the same time.

One stepdaughter, Miriam, became a clerk at the Federal Life Insurance Company in Chicago by 1924, but Mrs. Orr is no longer listed.

By 1927 we see Nina O. Neidig and Miriam at this same house, along with Erwin and Nina Rudorf. Rudorf is a banker with Liberty Trust Bank in Chicago. We surmise that he has now married Nina O. Neidig's step-daughter, Nina. That means that the house now has two Ninas, a Miriam and an Erwin. I hope I haven't confused you.

Miriam isn't listed in the 1931 directory but the others remain listed until the 1938 directory when none of these people are listed. Instead, we find Fred Hensel and Grace Stookey in this house. Fred is a salesman at Combustion Engine Company in Chicago and lives here with his wife, Cathy. Grace Stookey is a dental assistant to C.M. Olson.

We surmise that the house is being rented. In 1940 it is sold to Theodore Scheips, listed in the 1938 directory as being manager of Henry A. Miller Realtor and living with his wife, Edith at 610 S. Washington Street.

In 1944 the house was sold to Oak Park Trust from which James G. Hake purchased it in 1954.



The house was moved to its current site in 1981 at the cost of \$60,000, which was raised by the Hinsdale Historical Society. The land was generously provided by the Village of Hinsdale.

This restored beauty is open to the public the first and third Sundays of the month from 1:30 to 3:30 p.m. The archives room is open every Wednesday from 11 a.m. to 2 p.m. There are several working committees which you might like to join—the Historic Sites Committee which researches the histories of homes, Program Committee, Childrens' Program Committee, Docents and many others. Just call 789-2600 for more information on current programs and committees.

I want to thank Bev Erickson for her splendid research of the genealogy of the people who inhabited this house.

HISTORICALLY SIGNIFICANT STRUCTURES PROPERTY LIST

PROPERTY INFORMATION SHEET

<p>Address 321 S. County Line Road</p>	
<p>County Cook</p>	
<p>PIN / Parcel Number 18-07-110-022-0000</p>	
<p>Zoning District R-1 Single Family Zoning District</p>	
<p>Land Use Single Family</p>	
<p>Historic Name N/A</p>	
<p>Architect N/A</p>	
<p>Date Constructed 1893</p>	
<p>Architectural Style Colonial Revival</p>	
<p>Past Historic Surveys / Historic Significance</p> <ul style="list-style-type: none"> Reconnaissance Survey (1999) - Significant / Historically Significant Referenced in "Hinsdale's Historic Homes and the People Who Lived in Them", Volume 2, by Mary Sterling, 1997 Additional information provided by Hinsdale Historical Society and property owner 	
<p>Additional Photos</p> <div style="text-align: center;">  </div>	

**HISTORIC SITES RESEARCH PROGRAM
FINDINGS SHEET**

Current Resident/Owner Mr. and Mrs. Dennis J. Callaghan

Street Address 321 South County Line Road, Hinsdale, IL Date Submitted JUNE 13, 1990

Legal Description of Property See Note 1 Below

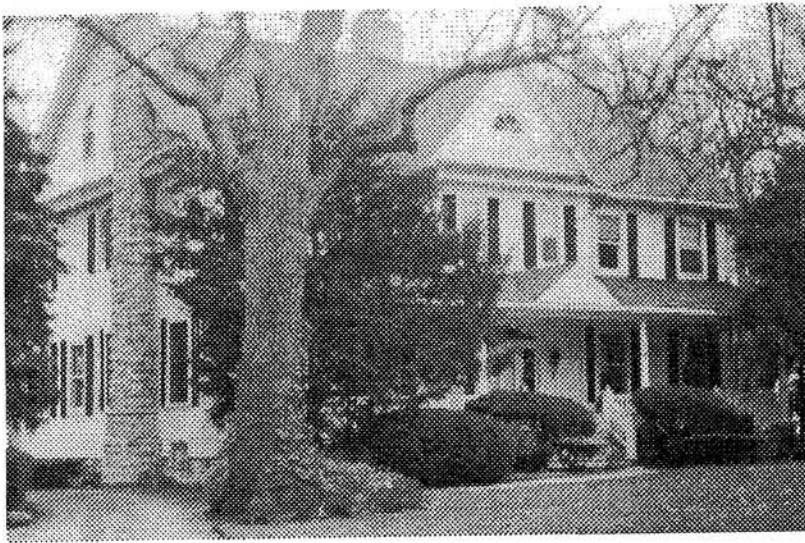
Year in which home believed built 1893 Year enclosed picture was taken _____

First Owner Mrs. Annie M. Jackson, wife of Horace Jackson

Subsequent Owners and Dates of Ownership

<u>Miss Virginia Owens Jackson</u>	<u>July 15, 1911-May 21, 1919</u>
<u>Nettie D. Phillips (believed to be only a</u>	<u>May 21, 1919-Aug. 19, 1919</u>
<u>"strawman")</u>	
<u>Frank Van Inwagen</u>	<u>Aug. 19, 1919-Feb. 1, 1939</u>
<u>Gary-Wheaton Bank, as Trustee of Trust #78</u>	<u>Feb. 1, 1939-Jul. 2, 1943</u>
<u>Mr. and Mrs. Feerman L. Mueller</u>	<u>Jul. 2, 1943-Jul. 2, 1962</u>
<u>Mr. and Mrs. Ralph D. Budelman</u>	<u>Jul. 2, 1962-Sep. 14, 1973</u>
<u>Central National Bank in Chicago, as Trustee</u>	<u>Sep. 14, 1973-June 14, 1976</u>
<u>of Trust #20056</u>	
<u>Mr. and Mrs. Thomas J. Haggerty</u>	<u>June 14, 1976-Mar. 26, 1984</u>
<u>Heritage First National Bank of Lockport, as</u>	<u>Mar. 26, 1984-June 20, 1986</u>
<u>Trustee of Trust #72-18320</u>	
<u>Thomas E. Woelfle (only a "strawman")</u>	<u>June 20, 1986 only</u>
<u>La Salle National Bank, as Trustee of Trust</u>	<u>June 20, 1986-Oct. 26, 1988</u>
<u>#111265</u>	
<u>Dennis J. Callaghan</u>	<u>Oct. 26, 1988 - Present</u>

321 S. County Line



This marvelous Victorian at 321 S. County Line Road was built in 1893 for Annie M. Jackson, the wife of Horace Jackson. Annie bought the first lot in a subdivision called the "Highlands". This subdivision ran from Chicago Avenue south to Sixth Street and from what is now County Line Road to Columbia Street, close to Interstate 294. In his 1949 book "Village on the County Line", Hugh Dugan referred to the Jacksons, confirming that Horace was the builder of the house and that his family was its first occupants. The Jacksons named this house "Royal Oaks", a name which remains today on a rusty sign hung on a lantern at the end of the driveway. I was unable to find any more information on the Jackson family.

In 1919 Frank Van Inwagen bought the house. We have learned plenty about Frank! He was the great-grandson of Judge Joel Tiffany, Hinsdale's first village president. His mother, Mrs. Lucia J. Van Inwagen, lived with him and his sisters in this house. She was formerly Lucia Jane Irish of Hinsdale. She had lived in Chicago as a child but moved to Hinsdale upon the death of her father, when her mother, Mrs. Irish, built the home on the northwest corner of Third and Lincoln. Lucia married Fred Van Inwagen. They had four daughters and two sons: Lucia, Mary, Ruth, Helen, Frank and Stanton. Frank was born and raised in Hinsdale and never married. The 1900 census

shows Frank, 40, as a life insurance agent and head of the household. Twelve years later Frank was a mechanical engineer at the Illinois Engineering Company in Chicago. By 1924 he was president of the Central Brake Shoe Company which he founded and later sold to the American Brake Shoe Company.

Also listed at this address are: Mrs. Lucia J. Van Inwagen, his mother; and sisters, Lucia, a clerk at the Hinsdale State Bank; Mary; Ruth, a teacher in the Western Springs Public Schools; and Helen. In 1942 he moved the family to Denver where he died in 1948 of a heart attack. During his time in Hinsdale he had served as a member of the Village Board from 1928-31 and was active in the Masonic Lodge as its Master. He was a charter member and past commander of the Hinsdale Post 250 of the American Legion, as well as having served as a Navy Lieutenant during World War I. He was also president of the prestigious

Hinsdale Club from 1937-38. He served on the committee that erected the Memorial Building, representing real estate and financial interests. When in Colorado he was associated with Hal Klock in gold mining enterprises.

In "Cushing's Comments" of April, 1946, wonderful articles sent by Otis R. Cushing, an insurance agent, to his customers, Mr. Cushing wrote that Frank Van Inwagen told him something about early Hinsdale. When Van Inwagen lived on Third Street and the street flooded, before it was paved, he used to "take his canoe out and paddle along what is now the street proper." Now that was a puddle for you!

There are some interesting changes in the family which were noted from the Directory. Lucia, Frank's sister, moved from the Hinsdale State Bank in 1927 to the Merchandise National Bank of Chicago in 1938. Also, their sister, Ruth, married George W. Hales and moved to Casper, Wyoming.

"The Man Who Stayed at Home"
 Presented by
 Hinsdale Post No. 250, American Legion
 AT THE
 HINSDALE CLUB, EIGHTEENTH P. M.
 ADMISSION, ONE DOLLAR, INCLUDING TAX

Check the performance you will attend

<input type="checkbox"/> Monday, April 27	<input type="checkbox"/> Tuesday, April 28
<input type="checkbox"/> Wednesday, April 29	<input type="checkbox"/> Thursday, April 30

Then return this ticket with \$1.00 and enclosed ticket will be mailed to you promptly. If you prefer you may exchange this ticket in person for it with \$1.00 at either local Drug Store.

SIGN HERE _____

Made: Order payable to Otis R. Cushing, Trust

Exchange Ticket No. 2504
Not Good for Admission

A ticket to a play at the Hinsdale Club sponsored by Hinsdale's American Legion

A letter from Beth Krohn Jones in 1996 further describes the Van Inwagen family. She is a cousin of the family but had never known Frank. "My father's mother was an Irish -- (whose background was French) - she was a large dark-haired, dark-eyed woman. I've only seen her in pictures. My dad was born and raised until ten years of age, in the Third and Lincoln Street home. Then his dad, mom and he moved to their 330 N. Washington Street home where he lived out his life. I can remember Lucia positively glowing on her 56th birthday. She matched her age in initials - Roman numerals for 56 = LVI. She said Mary could never reach 1,000 and Helen and Ruth couldn't even compete! She was an imp! We visited Mary, Helen and Lucia in Denver when I was six. They had bought the Spanish Ambassador's house - and just the three of them lived in that huge three-story place. The dining room could seat fifty and four people could walk together in the hallways. We did visit Ruth in Wyoming but no one told me she was a sister."

In 1943 Foorman L. and Isabel Mueller bought the house, living there until 1962. We learned that Mrs. Mueller, born in 1908, was a former 35-year resident of Hinsdale when she died in 1988. Surviving her was a son, Foorman L. Mueller, Jr. of Michigan.

Ralph N. and Vivian Budelman bought the house in 1973. He was quite an athlete having won a bronze medal in the 1948 Olympics for water polo.

In 1976 Thomas J. and Theresa Haggerty bought the house, and, after two trusts, Mr. and Mrs. Dennis J. Callaghan bought the house in 1988. William and Jennifer Horne became the owners in 1992, selling in 1994 to move down the street to First and County Line Road.


John "Bud" and Lori Hunt bought the house in 1994. They built a garage to match the roof-line and other features of this grand house, replacing a barn at the back of the property which had been torn down years ago. They redid both the patios and the back entry. When they remodeled the kitchen they were certain to stay in the proper style of the house while using new materials. Isn't it heartening to know that some owners will spend hours prowling antique stores to find just the right light fixtures and door knobs to complete their home.

My thanks to John T. Ziegweid of the Hinsdale Historical Society's Historic Sites Committee for his work on the original research of this house.

321 S. County Line Road – Hinsdale Historical Society Information

- The house was built in 1893 for Annie M. Jackson, the wife of Horace Jackson. The Jacksons named this house "Royal Oaks."
- In 1919, Frank Van Inwagen bought the house (he was the great-grandson of Judge Joel Tiffany). He served as a Village Board Trustee from 1928-31. He was a charter member and past commander of the Hinsdale Post 250 of the American Legion, having served as a Navy Lieutenant during World War One. Frank was also the president of the Hinsdale Club from 1937-38, and served on the committee that erected the Memorial Building.
- John "Bud" and Lori Hunt bought the house in 1994. They built a garage to match the roof-line and other features of the house, replacing a barn at the back of the property which had been torn down years before. They redid both the patios and the back entry. When they remodeled the kitchen they were certain to stay in the proper style of the house while using new materials.
- List of all past owners on record at the Historical Society.

HISTORICALLY SIGNIFICANT STRUCTURES PROPERTY LIST
PROPERTY INFORMATION SHEET



Address 329 S. County Line Road	
County Cook	
PIN / Parcel Number 18-07-110-002-0000	
Zoning District R-1 Single Family Zoning District	
Land Use Single Family	
Historic Name N/A	
Architect N/A	
Date Constructed c.1925	
Architectural Style Tudor Revival	
Past Historic Surveys / Historic Significance <ul style="list-style-type: none">• Reconnaissance Survey (1999) - Significant / Historically Significant• 2013 building addition and garage on the north side of the house that matches the existing architecture	

ROBBINS PARK HISTORIC DISTRICT

Address	Date of Construction	Architectural style/type	Rating	Historic rating	Historic name	Common name	Landmark list	Architect
333 E Chicago AV	c. 1910	Bungalow	C					
337 E Chicago AV	c. 1915	Craftsman	C					
341 E Chicago AV	c. 1915	Tudor Revival Cottage	C					
418 E Chicago AV	c. 1910	Prairie	C					
420 E Chicago AV	c. 1915	Tudor Revival	C					
426 E Chicago AV	1990s		NC					
12 S County Line RD	1970s		NC					
22 S County Line RD	c. 1915	Craftsman	C					
30 S County Line RD	c. 1915	Craftsman	C					
46 S County Line RD	1928	Tudor Revival	S	HS	Smith, S. B. House		IHSS; Zook list; Arch Gems	Zook, R. Harold
113 S County Line RD	c. 1910	Craftsman	C					
118 S County Line RD	1960s		NC					
121 S County Line RD	1894	Dutch Colonial Revival	S	HS	Bagley House		IHSS	Wright, Frank Lloyd
131 S County Line RD	1960s		NC					
141 S County Line RD	1960s		NC					
306 S County Line RD	1940	Modern	S	HS			IHSS	
321 S County Line RD	1893	Colonial Revival	S	HS			IHSS, HHS	
329 S County Line RD	c. 1925	Tudor Revival	S	HS			IHSS	
330 S County Line RD	c. 1925	Dutch Colonial Revival	S	HS			IHSS	
403 S County Line RD	c. 1910	Prairie	S	HS			IHSS	
410 S County Line RD	1950s	Colonial Revival	NC					
411 S County Line RD	c. 1925	Colonial Revival	S					
420 S County Line RD	c. 1945	Colonial Revival	C					

Reconnaissance Survey (1999)

HISTORICALLY SIGNIFICANT STRUCTURES PROPERTY LIST
PROPERTY INFORMATION SHEET

Address 306 E. First Street	
County DuPage	
PIN / Parcel Number 09-12-209-013	
Zoning District R-1 Single Family Zoning District	
Land Use Single Family	
Historic Name Backdraft House / Elizabeth Grant House	
Architect N/A	
Date Constructed 1890	
Architectural Style Romanesque Revival / Queen Anne	
Past Historic Surveys / Historic Significance <ul style="list-style-type: none"> • Reconnaissance Survey (1999) – Significant • Robbins Park I Survey (2002) – Significant • Referenced in "Hinsdale's Historic Homes and the People Who Lived in Them", Volume 1, Mary Sterling, 1997 	
Additional Photos 	

Village of HINSDALE

ILLINOIS URBAN ARCHITECTURAL AND HISTORICAL SURVEY

STREET #	306
DIRECTION	E
STREET	FIRST
ABB	ST
PIN	
LOCAL SIGNIFICANCE RATING	S
POTENTIAL IND NR? (Y or N)	Y
CRITERIA	
Contributing to a NR DISTRICT?	C
Contributing secondary structure?	NC
Listed on existing SURVEY?	IHSS; HHS/plaque; Arch Ge



GENERAL INFORMATION

CATEGORY	building	CURRENT FUNCTION	Domestic - single dwelling
CONDITION	excellent	HISTORIC FUNCTION	Domestic - single dwelling
INTEGRITY	minor alterations and addition(s)	REASON for SIGNIFICANCE	One of Hinsdale's most architecturally significant structures. A notable design with a combination of Romanesque arches and Queen Anne style detailing.
SECONDARY STRUCTURE	detached garage		
SECONDARY STRUCTURE			

ARCHITECTURAL DESCRIPTION

ARCHITECTURAL CLASSIFICATION	Romanesque Revival	PLAN	irregular
DETAILS	Queen Anne	NO OF STORIES	2.5
DATE of construction	1890	ROOF TYPE	Combination
OTHER YEAR		ROOF MATERIAL	Asphalt - shingle
DATESOURCE	HHS	FOUNDATION	Limestone
WALL MATERIAL (current)	Brick	PORCH	Front entry
WALL MATERIAL 2 (current)	Limestone; Wood - shingle	WINDOW MATERIAL	wood
WALL MATERIAL (original)	Brick	WINDOW MATERIAL	
WALL MATERIAL 2 (original)	Limestone; Wood - shingle	WINDOW TYPE	double hung/fixed
		WINDOW CONFIG	1/1; 1 light
SIGNIFICANT FEATURES	See continuation sheet.		
ALTERATIONS	Rear one story addition (c. 2002); skylight; 1994 fire damage		

HISTORIC INFORMATION

HISTORIC NAME	Grant , Elizabeth House
COMMON NAME	
PERMIT NO	B9401028
COST	
ARCHITECT	
ARCHITECT2	
BUILDER	
ARCHITECT SOURCE	



HISTORIC INFO	Elizabeth Grant purchased this property and two adjoining lots in 1890. It is rumored that Elizabeth Grant and another woman wished to turn the home into a girls' finishing school, but it never occurred.
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LANDSCAPE	Corner lot on residential street (SE corner of First and Elm); house on slightly raised lot; rear and side curved driveway; front sidewalks; house faces north
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PHOTO INFORMATION

ROLL1	3
FRAMES1	9-10
ROLL2	
FRAMES2	
ROLL3	
FRAMES3	
DIGITAL PHOTO ID	

SURVEY INFORMATION

PREPARER	Jennifer Kenny
PREPARER ORGANIZATION	Historic Certification Consultants
SURVEYDATE	8/15/02
SURVEYAREA	Robbins

Village of HINSDALE

ILLINOIS URBAN ARCHITECTURAL AND HISTORICAL SURVEY CONTINUATION SHEET

STREET # 306

STREET E FIRST ST

ADDITIONAL PHOTOS OR INFORMATION

Significant features:

Recessed front entry porch with rusticated stone arch, piers, and balustrade; projecting full height front bay with stone trim, arched window and stone finial; stone and brick stringcourses; stone frieze; decorative built-in copper gutters; porte cochere; wood shingle siding in side gables with curved attic balcony; west side gable w/stepped parapet; brick lintels; leaded glass transom on front window; paired front doors w/transom; Queen Anne style multilight front window.

clapboard of the lower two stories is contrasted by the shingles in the gable end. Here brackets accent the overhang of a pent roof. The principal entry at the front porch is marked by a pediment with geometric design. Other decorative features include fanburst designs and the restored front porch with turned columns and spindlework frieze.

A fine example of a modest expression of the Queen Anne style can be found at 27 Blaine Avenue. This house is essentially a 19th century Gable Front vernacular type structure. However, because of the exuberance of its Queen Anne features, it has been classified with this high style. The full-width front porch is rich in detail, with a spindlework frieze and rail, turned columns, and a gabled entry with decorative trim. The gable peak of the house has a vergeboard with foliated trim. Despite its simple form, this house was noted as Outstanding in the Illinois Historic Sites Survey.

SHINGLE STYLE

The Shingle Style, popular between 1880 and 1900, is a variable style that borrows characteristics from several other styles. Many are closely related to the Queen Anne style with a facade that is usually asymmetrical, with irregular, steeply pitched roof lines having cross-gables and multi-level eaves. Others have Colonial Revival or Dutch Colonial Revival-style features such as gambrel roofs, classical columns, and Palladian windows. Large porches are also common. The distinguishing feature that sets this style apart is the use of continuous wood shingles cladding the roof and walls and wrapping the house like a skin. Shingled walls may curve into recessed windows. Sometimes even porches and stair rails are covered with shingles. There is one Shingle Style house in

the survey area, the Bucholz House at 35 S. Garfield Street, and it is ranked locally significant.



Figure 14: Bucholz House, 35 S. Garfield Street

The Bucholz House was built in 1903 and is an example of the Shingle style that incorporates Dutch Colonial Revival-style elements. The most prominent of these is the cross-gambrel roof. The ends of the gambrels have fish-scale shingles in two sections, the upper being a pent roof with brackets underneath. Other interesting features include the decorative oculus window in the front gambrel and the arched front windows at the second floor. The full-width front porch has classical columns; however, the porch balustrade has been removed.

ROMANESQUE REVIVAL

Buildings in the Romanesque Revival style are always masonry, usually with some rough-faced stonework. Wide, rounded arches of the kind found in Roman or Romanesque architecture are an important identifying feature, and they often rest on squat columns. There is frequently decorative floral detail in the stonework, and sometimes on column capitals. In the late 19th century the style was popularized by Henry Hobson Richardson and

is frequently called Richardsonian Romanesque. The first of his buildings in this style was the 1880 rectory for Trinity Church in Boston. The style was expensive for houses, but became popular for large public buildings during the 1880s and continued to be used through about 1900.



Figure 15: Grant House, 306 E. First Street

Although there is only one building in the survey area in this style, it is one of Hinsdale's most architecturally significant structures. The Elizabeth Grant house at 306 E. First Street, built in 1890, combines Romanesque arches and rusticated stone elements with Queen Anne-style detailing. Limestone arches sit atop squat columns at both the recessed corner front entry and the impressive porte cochere. Each has a stone balustrade. There is also a stepped stone parapet on the west side gable and stone stringcourses accent the predominately red brick facades. Queen Anne detailing is apparent in the multi-light front window with a leaded transom and the paired front doors with transom. This house may be eligible for individual listing on the National Register of Historic Places under Criterion C, architecture.

COLONIAL REVIVAL



Figure 16: Root House, 134 S. Park Avenue

The Colonial Revival style dates from the 1876 Centennial Exhibition in Philadelphia until the mid-1950s and became the most popular historical revival style throughout the country between World Wars I and II. Many people chose Colonial Revival architecture because of its basic simplicity and its patriotic associations with early American 18th century homes. Whether derived from stately red brick Georgian examples or more modest clapboard structures, most of these buildings are symmetrical and rectangular in plan; some have wings attached to the side. Detailing is derived from classical sources, partly due to the influence of classicism that dominated the 1893 World's Columbian Exposition. Many front facades have classical – temple-like – entrances with projecting porticos topped by a pediment. Paneled doors flanked by sidelights and topped by rectangular transoms or fanlights are common, as are multi-pane double-hung windows with shutters.

There are 32 Colonial Revival structures in the survey area, of which 31 are residential. Because of its enduring popularity, the Colonial Revival style has the greatest span in construction dates of any other style. The earliest Colonial Revival house in the survey area dates from 1894, while the most recent is from 1991. Twenty-eight of the structures are

306 E. First



The unique Romanesque style home of Tom and Patricia Murphy regally graces the southeast corner of First and Oak streets, gathering highlights from the red brick street with its line of stately trees.

This charming home at 306 E. First Street was built in 1890 by Elizabeth Grant, who also purchased two adjoining lots. It is rumored that she and another woman wished to turn the home into a girls' finishing school which would be a perfect setting for young ladies of the time. Unfortunately, this never happened. In 1897, Annie B. and N. Adelaide Mitchell bought the home and lived there for one year. Annie Mitchell, 32, is listed in the 1900 census as being from England originally and a "servant."

Mathias L. Rafftree, a lawyer, bought the home in 1899 and lived there for five years. Rafftree is a familiar name in Hinsdale history, known for his pleasant disposition. His colorful career was a source of many interesting stories which he told about his appearances before juries and public gatherings. The 1900 census lists Rafftree as being originally from England, having come to the states in 1869. In 1899 he was married to his wife, Maria, an

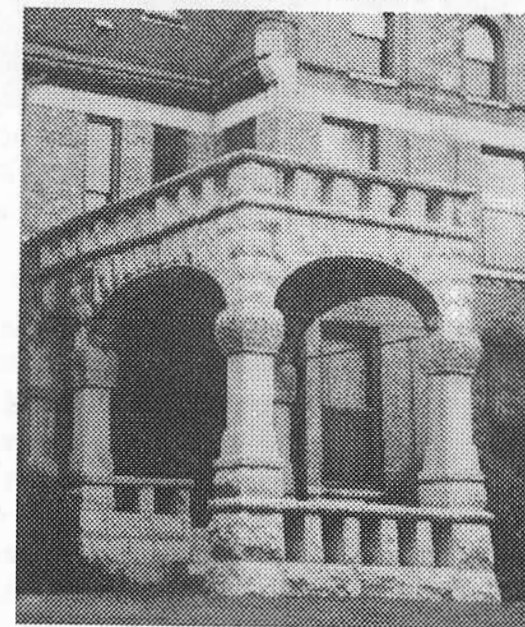
Illinois native, for 22 years. They had four living children: William, 21; Olive, 19; Elizabeth, 16; and Julia, 12. This family would have made a lively household!

John and Alice Fetzner bought the house in 1904 and lived there until 1947. John is listed as being born in 1865, manager of real estate interests for the estate of Cyrus McCormick among many other financial directorships. John was 39 when he first moved into the house. The Fetzners did not have any children but were famous for their lavish parties for friends of all ages. They had a huge horseshoe-shaped table capable of seating 75, with dishes and glassware to fill it. The home was then lit by gaslight, but when it was electrified, to avoid the problem of blowing fuses during parties they hired a man whose only task was to watch the fuse box the entire evening of each party. The dining room still has its lovely cabinet lined with mirrors to show off its contents.

In 1947 the home again heard the sound of children living there when the Henry Regnerys bought it and lived there, raising their four children, until 1966. The Regnery family are well known in Hinsdale for their generosity and interest in civic projects.

In 1966, R.A. Carlton purchased the home. Irving and Pat Davis Fox purchased it in 1971 and lived there with their four children. In 1984, its present owners, Patricia and Tom Murphy, bought it and have enlivened it with their six children. Once again the home has the sound of children, and plenty of them.

The home has seen some changes over the years. The coach house to the south where old Bob, the coachman, kept the buggy shining and the brass lanterns polished, was torn down during the ownership of the Fox family and replaced with another house. The



The porte-cochere of 306 E. First

late Pat Davis Fox wrote to confirm that they had installed a three-car garage in the basement under the living room where a summer kitchen had been located. She also modernized the kitchen. A laundry room is now on the second floor where there were once the maid's quarters.

The Murphys have made some changes on the third floor, where there were three rooms: a billiard room and two bedrooms, with a sink in the hall. In their place are a computer room, three bedrooms, a gym and a huge bathroom capable of serving the boys in the Murphy clan. They also converted the five bedrooms on the second floor into four, each with its own bath.

The dining room is largely unchanged over the years, with the same cabinet and fireplace.

The twelve-foot ceilings, with cove moldings throughout, remain a highlight of the house. Some of the home's five fireplaces were walled up when central heating was installed. The Murphys hope to uncover them, including the closed-up fireplace in the foyer. They feel the entrance, which now has closets with leaded glass windows in them on either side of the door, was intended to be open. The original stairway, with ornately carved wood, remains untouched throughout the years!

When remodeling the third floor, the Murphys found a board signed by a carpenter, "John Wilhelm, 1890," which shows not only the year of construction but the pride in workmanship which existed.

The distinctive Romanesque style has a stepped parapet on the west side over the stone portico, suitable for horse-drawn carriages of the 1890 period.

The Murphys have remodeled while maintaining the architectural features of this stunning house. Another fascinating piece of history is that a few years ago it was the set for filming the hit movie, *Backdraft*.

This house won the Hinsdale Historical Society's Historic Preservation Award in 1992 in the residence category.

HISTORICALLY SIGNIFICANT STRUCTURES PROPERTY LIST
PROPERTY INFORMATION SHEET

Address 117 N. Garfield Avenue	
County DuPage	
PIN / Parcel Number 09-01-414-026; 09-01-414-027	
Zoning District R-4 Single Family Zoning District	
Land Use Single Family	
Historic Name N/A	
Architect N/A	
Date Constructed c.1895	
Architectural Style Shingle	
Past Historic Surveys / Historic Significance <ul style="list-style-type: none"> • Reconnaissance Survey (1999) - Potentially Contributing / Historically Significant • North East Hinsdale Survey (2006) - Contributing 	

Village of HINSDALE

ILLINOIS URBAN ARCHITECTURAL AND HISTORICAL SURVEY

STREET #	117
DIRECTION	N
STREET:	Garfield
ABB	ST
PIN	
LOCAL SIGNIFICANCE RATING	C
POTENTIAL IND NR? (Y or N)	N
CRITERIA	
Contributing to a NR DISTRICT?	C
Contributing secondary structure?	-
Listed on existing SURVEY?	IHSS



GENERAL INFORMATION

CATEGORY	Building	CURRENT FUNCTION	Domestic - single dwelling
CONDITION	Good	HISTORIC FUNCTION	Domestic - single dwelling
INTEGRITY	Minor alterations and addition(s)	REASON for SIGNIFICANCE	
SECONDARY STRUCTURE			
SECONDARY STRUCTURE			

ARCHITECTURAL DESCRIPTION

ARCHITECTURAL CLASSIFICATION	Shingle	PLAN	Rectangular
DETAILS		NO OF STORIES	2.5
DATE of construction	c. 1895	ROOF TYPE	Front gambrel
OTHER YEAR		ROOF MATERIAL	Asphalt - shingle
DATESOURCE	Surveyor	FOUNDATION	Stone
WALL MATERIAL (current)	Aluminum	PORCH	Full front
WALL MATERIAL 2 (current)		WINDOW MATERIAL	Wood
WALL MATERIAL (original)	Wood	WINDOW MATERIAL	
WALL MATERIAL 2 (original)	Wood - shingle	WINDOW TYPE	Double hung/fixed
		WINDOW CONFIG	1/1; 2-light; 1-light
SIGNIFICANT FEATURES	Front gambrel w/ overhang; 2nd story 3-sided bays on front corners; full width front porch w/ side gable roof & round columns; square oriel bay w/mansard roof on north (left) side; recessed window bay in gambrel w/ round columns; historic wood windows		
ALTERATIONS	Aluminum siding; replacement porch railing; large 1 story rear addition with below grade attached garage (permit #6994--1964; permit #11816--1983)		

HISTORIC INFORMATION

HISTORIC NAME	
COMMON NAME	
PERMIT NO	
COST	
ARCHITECT	
ARCHITECT2	
BUILDER	
ARCHITECT SOURCE	



HISTORIC INFO Historic photograph of building on file at the Hinsdale Historical Society.

LANDSCAPE Midblock on east side of residential street; front sidewalk; side driveway; similar setbacks; mature trees

PHOTO INFORMATION


ROLL1	
FRAMES1	
ROLL2	08
FRAMES2	29-30
ROLL3	
FRAMES3	
DIGITAL PHOTO ID	\\images\garfield1 17n.jpg

SURVEY INFORMATION

PREPARER	Lara Ramsey
PREPARER ORGANIZATION	GRANACKI HISTORIC CONSULTANTS
SURVEYDATE	10/18/2005
SURVEYAREA	NE HINSDALE



HISTORICALLY SIGNIFICANT STRUCTURES PROPERTY LIST
PROPERTY INFORMATION SHEET

Address 735 S. Garfield Avenue	
County DuPage	
PIN / Parcel Number 09-12-404-006	
Zoning District R-1 Single Family Zoning District	
Land Use Single Family	
Historic Name Walter Smith House	
Architect William Barfield	
Date Constructed 1923	
Architectural Style Tudor Revival	
Past Historic Surveys / Historic Significance <ul style="list-style-type: none">• Designated Local Landmark (Ord. No. O2007-36)• Reconnaissance Survey (1999) - Significant / Historically Significant• Robbins Park II (2007) – Significant	

the ownership of F. A. Weage. Sanborn maps from the 1930s list several subdivisions in this area, including Lenter Addition, McCurdy's Addition, and Hyde Park Subdivision.

HINSDALE BECOMES A MATURING COMMUNITY

By 1873, when the village was incorporated, much of the community, on both the north and south sides of the rail line and including much of the Robbins II survey area, was platted for housing development. Many residences had already been constructed. There were stores and a post office, a hotel, a large stone schoolhouse, and Baptist and Congregational churches. Population numbered 1500 [Chamberlin, 418]. The village continued to develop with homes representing a wide range of architectural styles and vernacular types spanning over 130 years.

The 1890s saw an era of extensive improvements in the village. Bonds were issued for a waterworks (1890), drainage system (1891), and electrical lines (1896). Streets were paved beginning in 1892 and cement sidewalks replaced the old wood plank walks in 1904 [Bateman, 676-677]. The *Hinsdale Doings*, a newspaper that continues publication to this day, began in 1894. Hinsdale came to be regarded as one of the most beautiful and desirable middle-class suburbs of Chicago. Its status was enhanced by the publication of an article entitled, "Hinsdale the Beautiful" in the November 1897 issue of *Campbell's Illustrated Journal*. This journal focused on household affairs and interior decoration of the period. Nearly 50 of Hinsdale's most impressive homes were illustrated in that issue, including the following buildings in the survey area:

- Mrs. Sarah A. Slocum House (p. 15), 605 S. Garfield Street
- Haskell House (p. 33), 121 E. Fifth Street
- Eggleston House/Bird House (p. 26), 104 E. Fourth Street
- J. C. S. Merrill House (p. 26), 222 E. Sixth Street
- William Robbins House/ ("Woodside") Bassett House (p. 8), 425 E. Sixth Street
- Paschel & Louisa Matthews House (p. 33), 106 E. Eighth Street
- Pearsall House (p. 9), 120 E. Fifth Street
- Cary Residence (p. 25), 205 E. Sixth Street (demolished)

PROMINENT ARCHITECTS AND BUILDERS IN THE ROBBINS II SURVEY AREA

Architects have been linked to the design and construction of approximately half (54%) of the houses in the Robbins II Area. Further research in real estate trade journals and architectural periodicals would likely yield greater numbers of architect-designed homes within the Robbins II area. Following are some of the more prominent architects who have been identified:

William Gibson Barfield (b. September 19, 1857) was a native of England who came to the U.S. in 1882 and was naturalized two years later. After his arrival in the U.S., he established an architectural practice in Chicago. Between 1882 and 1935, William Barfield designed a number of buildings including the Arcadia Dance Hall, Hinsdale State Bank, schools in Lake View, and a residence for Chief Justice Fuller. According to the Chicago Historic Resources Survey, he also designed a manufacturing building in 1924 on Chicago's Near North Side at 834 W.

Eastman Street and a single family residence in 1908 at 5521 S. Woodlawn Avenue in Chicago's Hyde Park neighborhood. Barfield designed his own home in 1912 at 136 S. Oak (located within the 2002 Robbins Survey) in the Craftsman style. He was a long time resident of Hinsdale, and spent the latter part of his life at his home at 112 N. Lincoln Street [*Who's Who in Chicago*, 1936, 59]. The two houses in the Robbins II survey area designed by Barfield are the Walter Smith House, a 1923 Tudor Revival style residence at 735 S. Garfield Street, and a 1916 Craftsman style house at 739 S. Washington Street.

Alfred Foster Pashley (1856-1932) was born in Lodi, Wisconsin on September 22, 1856 and was educated in the Chicago Public Schools. He began practicing architecture in Chicago in 1885 and was a fellow of the American Institute of Architects and member of the Illinois Chapter of the American Institute of Architects. For many years he resided at his home, "Hillcrest," located in Palos Park, IL, a southwest suburb of Chicago [*Who's Who in Chicago*, 1926, p. 675]. Pashley designed two French Eclectic style houses for members of the Besley family in the Robbins II area—the first was built in 1924 at 420 S. Park Avenue; the second in 1925 at 145 E. Fifth Street.

Schmidt, Garden, & Erickson

The firm of Schmidt, Garden & Erickson had its roots in an earlier partnership between Richard Ernest Schmidt and Hugh Macki Gordon Garden. Richard Schmidt (b. 1865 - d. 1958) emigrated from Bavaria to Chicago with his family while still an infant. After studying at the Massachusetts Institute of Technology for two years, he returned to Chicago and worked under several architecture firms before forming a practice

with Adolph A. Cudell.

Hugh Garden (b. 1873 - d. 1961) was born in Toronto, Ontario. In 1887, he moved to Minneapolis, Minnesota and found work as a draftsman. Garden left Minnesota for Chicago a few years later, and gained experience under several prestigious architectural firms, including Shepley, Rutan and Coolidge, Howard Van Doren Shaw, and Frank Lloyd Wright. Garden became a member of the Chicago Architectural Club, which was closely associated with the development of the Prairie School of architecture, in 1892.

In 1895, after the dissolution of his partnership with Cudell, Richard Schmidt invited Hugh Garden to be chief designer and partner in a new firm. The partnership between Schmidt, who worked primarily as an engineer, and Garden, a skilled designer, was ideal. The firm of Schmidt & Garden specialized in commercial, public and institutional buildings. The firm was best known for its hospital designs—during their time together, Schmidt and Garden produced over 300 plans for hospital buildings.

In 1906, Schmidt and Garden added a third partner, Edgar Martin. When Martin left the firm to become a partner in Pond, Pond, Martin and Lloyd, Carl A. Erickson replaced him, and the final incarnation of the firm, Schmidt, Garden & Erickson. Erickson, a graduate of the University of Pennsylvania, had been an employee of Schmidt, Garden, and Martin since 1913. The firm continued with all three principals through the mid-1950s.

The two Colonial Revival residences in the Robbins II survey area designed by Schmidt, Garden & Erickson are the N. J. Allbright

Village of HINSDALE

ILLINOIS URBAN ARCHITECTURAL AND HISTORICAL SURVEY

STREET #	735
DIRECTION	S
STREET:	Garfield
ABB	ST
PIN	
LOCAL SIGNIFICANCE RATING	S
POTENTIAL IND NR? (Y or N)	N
CRITERIA	
Contributing to a NR DISTRICT?	C
Contributing secondary structure?	C
Listed on existing SURVEY?	IHSS (P)



GENERAL INFORMATION

CATEGORY	Building	CURRENT FUNCTION	Domestic - single dwelling
CONDITION	Excellent	HISTORIC FUNCTION	Domestic - single dwelling
INTEGRITY	Addition(s)	REASON for SIGNIFICANCE	Stately local example of Tudor Revival-style residence designed by noted local architect William Barfield, with few alterations.
SECONDARY STRUCTURE	Detached garage		
SECONDARY STRUCTURE			

ARCHITECTURAL DESCRIPTION

ARCHITECTURAL CLASSIFICATION	Tudor Revival	PLAN	Rectangular
DETAILS		NO OF STORIES	2.5
DATE of construction	1923	ROOF TYPE	Side gable
OTHER YEAR		ROOF MATERIAL	Asphalt - shingle
DATESOURCE	Permit	FOUNDATION	Concrete
WALL MATERIAL (current)	Brick	PORCH	
WALL MATERIAL 2 (current)	Stucco	WINDOW MATERIAL	Wood
WALL MATERIAL (original)	Brick	WINDOW MATERIAL	Lead glass
WALL MATERIAL 2 (original)	Stucco	WINDOW TYPE	Casement/fixd
		WINDOW CONFIG	6-light; 4-light
SIGNIFICANT FEATURES	Side gable roof w/ overhanging eaves; 2-story front gable entry bay w/ decorative half timbering & 2nd story square window bay; recessed entry w/ stone label mold surround; front gable dormers; historic casement windows		
ALTERATIONS	1 story addition over existing rear below grade garage (1997); addition to existing detached garage (2005); rear attached garage addition & rear sun room addition (1976)		

HISTORIC INFORMATION

HISTORIC NAME	Smith, Walter House
COMMON NAME	
PERMIT NO	242
COST	20000
ARCHITECT	Barfield, William
ARCHITECT2	
BUILDER	Gleismann, Frederick
ARCHITECT SOURCE	Permit



HISTORIC INFO

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LANDSCAPE

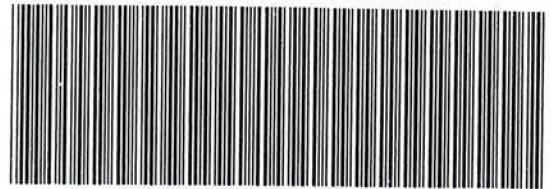
Midblock on east side of residential street; front sidewalk; side driveway; similar setbacks; mature trees

PHOTO INFORMATION

ROLL1	13
FRAMES1	31, 30
ROLL2	
FRAMES2	
ROLL3	
FRAMES3	
DIGITAL PHOTO ID	\\images\garfieldsouth735.jpg

SURVEY INFORMATION

PREPARER	Lara Ramsey
PREPARER ORGANIZATION	GRANACKI HISTORIC CONSULTANTS
SURVEYDATE	10/27/2006
SURVEYAREA	ROBBINS II



FRED BUCHOLZ

DUPAGE COUNTY RECORDER

MAY 08, 2007

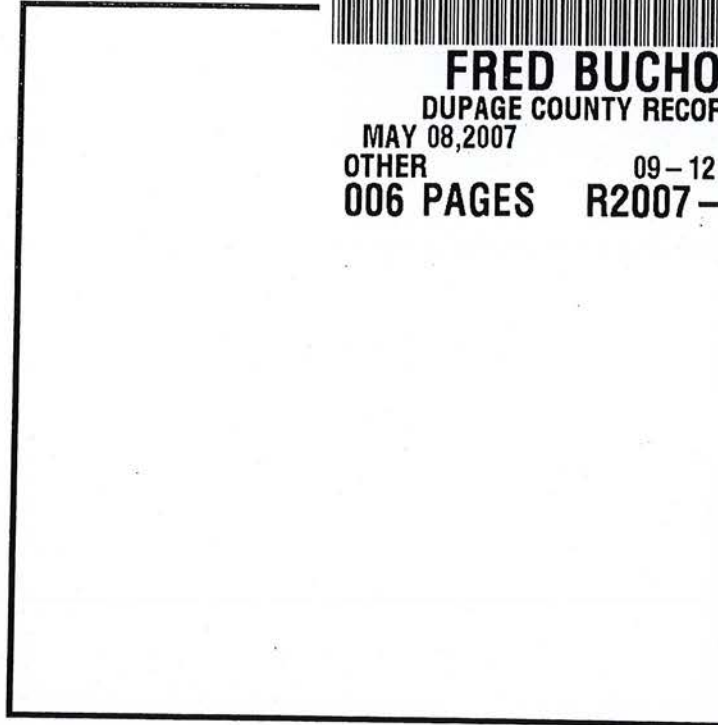
9:12 AM

OTHER

09-12-404-006

006 PAGES

R2007-085685



VILLAGE OF HINSDALE

ORDINANCE NO. 02007-36

**AN ORDINANCE DESIGNATING 735 SOUTH GARFIELD STREET
AS A HISTORIC LANDMARK
(HPC CASE No. 01-2007)**

WHEREAS, the Village is authorized pursuant to Division 11-48.2 of the Illinois Municipal Code, 65 ILCS 5/11-48.2-1 *et seq.*, to enact ordinances for the purposes of protecting, preserving, enhancing, and regulating buildings, structures, objects, sites, and areas of historical, cultural, or architectural importance; and

WHEREAS, Title 14 of the Village Code of Hinsdale establishes a procedure by which such buildings, structures, objects, sites, and areas can be designated as historic landmarks and historic districts; and

WHEREAS, Daniel and Joy Ives (the "Applicant"), are the legal owner of the single family house located 735 South Garfield Street in the Village and legally described in Exhibit A

attached to and made part of this Ordinance by this reference (the "Subject House"), and he has filed an application seeking to designate the Subject House (but not the detached accessory building/garage on the property) as a historic landmark (the "Application"); and

WHEREAS, pursuant to notice published and mailed in the manner required by the Village Code, the Hinsdale Historic Preservation Commission (the "Commission") conducted a public hearing on April 10, 2007, to consider the Application; and

WHEREAS, after review of all information presented at the public hearing, the Commission recommended approval of the Application, as set forth in the Commission's Findings of Fact in HPC Case No. 01-2007; and

WHEREAS, the Zoning and Public Safety Committee of the Board of Trustees of the Village of Hinsdale, at a public meeting on April 23, 2007, considered the Application as recommended by the Commission; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have considered the findings and recommendation of the Commission and of the Zoning and Public Safety Committee and determined that it is in the best interests of the Village and its residents to establish the Subject House as a designated landmark;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties and State of Illinois, as follows:

Section 1. Recitals. The foregoing recitals are incorporated into and made a part of this Ordinance by this reference.

Section 2. Designation as Historic Landmark. The nomination of the Subject House as a historic landmark is hereby approved and the Subject House is hereby designated as a historic landmark. The Subject House shall hereafter be subject to the requirements of Chapter 5 of the Title 14 of the Village Code, as amended from time to time.

Section 3. Notice to Owner of Record and Building Commissioner. The Village Clerk is directed to send notice of the historic landmark designation of the Subject House to the Applicant, as owner of record, and to the Village Building Commissioner, which notice shall include a copy of this Ordinance.

Section 4. Not Applicable to Other Buildings. The historic landmark designation approved by this Ordinance applies only to the Subject House and does not apply to any other building on the property at 735 South Garfield Street, including without limitation the detached garage and the pool house.

Section 5. Recordation. The Village Clerk is directed cause a copy of this Ordinance be recorded promptly in the office of the DuPage County Recorder of Deeds.

PASSED this 1st day of May 2007.

AYES: Trustees Tuggle, Williams, Smith, Orler, Follett

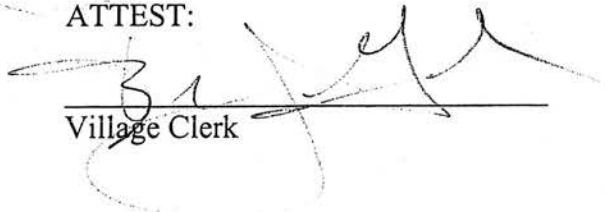
NAYS: None

ABSENT: Johnson

APPROVED this 1st day of May 2007.


Village President

ATTEST:


Village Clerk



**ACKNOWLEDGEMENT AND AGREEMENT BY THE APPLICANT TO THE
CONDITIONS OF THIS ORDINANCE:**

By: 
Its: Joy Ives
Homeowner

Date: April 25th, 2007

Psdata/ord&res/hpc/2007/735sgarfield-hpc-01-2007.doc

EXHIBIT A

Legal Description

THE SOUTH 100 FEET OF THE NORTH 200 FEET OF THE SOUTH $\frac{1}{2}$ OF THE WEST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 735 South Garfield Street, Hinsdale, Illinois 60521

Property Identification Number: 09-12-404-006

HINSDALE HISTORIC PRESERVATION COMMISSION

RE: 735 South Garfield Street (Daniel and Joy Ives)
Designation as Landmark Building - HPC Case 2007-01

DATE OF HISTORIC PRESERVATION COMMISSION REVIEW: April 10, 2007

DATE OF ZONING AND PUBLIC SAFETY REVIEW: April 23, 2007

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. Daniel and Joy Ives (the "Applicant") submitted an application under Section 14-3-2 of the Village Code of Hinsdale (the "Village Code") to the Village of Hinsdale ("Village") nominating the 1924 structure located at 735 South Garfield Street for designation as an historic landmark. The applicants are the owner of record of the Subject Building.
2. The Subject Building was constructed in 1924. A one-story addition was added near the southeast corner of the building in the 1970's. A second addition in the 1980's included a family room and attached garage at the rear of the residence.
3. The Hinsdale Historic Preservation Commission finds that the Subject Building complies with one or more of the criteria set forth in Section 14-3-1 of the Village Code that shall be considered with a nomination for landmark designation for the following reasons, and specifically notes the following significant features in the exterior architectural appearance of the Subject Building and significant historical facts associated with the Subject Building that should be protected and preserved:
 - A. The Subject Building has significant character, interest or value as part of the historic, aesthetic, or architectural heritage of the Village, as set forth in Section 14-3-1A1 of the Village Code, because it is representative of an English Tudor style with several Prairie style features.
 - B. The Subject Building is closely identified with a person or persons who significantly contributed to the development of the Village, as set forth in Section 14-3-1A2 of the Village Code, because the Subject Building was designed by local architect William Barfield. Mr. Barfield also designed the Hinsdale Theater and the existing Gap building in addition to numerous single-family residences in the Village.

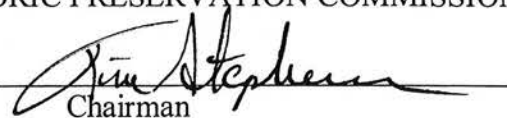
- C. The Subject Building represents certain distinguishing characteristics of architecture inherently valuable for the study and type of property, as set forth in Section 14-3-1B1 of the Village Code, because the Subject Building is a fine example of the English Tudor style and displays significant original characteristics such as masonry veneering on the first floor, stucco with half timbering on the second floor, massive chimney, multi-paned casement windows, leaded glass windows, and a steeply pitched gabled roof. The home also exhibits many Prairie style elements such as rectangular doorways rather than archways, a short, wide bricks exterior bricks and leaded glass in a rectangular pattern rather than the diamond pattern.
- D. The Subject Building embodies elements of design, detail, material, or craftsmanship of exceptional quality, as set forth in Section 14-3-1B2 of the Village Code, because the Subject Building contains the high quality detail elements noted above.
- E. The Subject Building exemplifies or is one of the few remaining examples of a particular architectural style in terms of detail, material, and workmanship which has resulted in little or no alteration to its original construction, as set forth in Section 14-3-1B3 of the Village Code, because the Subject Building has had no additions and few alterations in more than fifty years.
- D. The Subject Building is an exceptional example of an historic or vernacular style, or is one of the few such remaining properties of its kind in the Village, as set forth in Section 14-3-1-C1 of the Village Code, because the building exemplifies a Tudor Revival architectural style that is largely intact with architectural elements found in the Prairie style.

II. RECOMMENDATION

The Village of Hinsdale Historic Preservation Commission, on a vote of six (6) "Ayes," zero (0) "Nays," two (2) "Absent," and one (1) "Recusing," recommends that the President and Board of Trustees designate the Subject Building, in its entirety, as an historic landmark. The detached garage structure was not considered and is not part of the landmark designation application.

HINSDALE HISTORIC PRESERVATION COMMISSION

By: _____


Chairman

Dated this 12th day of April 2007.

735 South Garfield Street – Private Residence





On May 1, 2007, this 1924 Tudor Revival style home became a landmarked structure.

The 1924 structure is one of the few examples of a two-story brick English Tudor style and displays significant original characteristics such as masonry veneering on the first floor, stucco with half timbering on the second floor, massive chimney, multi-paned casement windows, leaded glass windows, and a steeply pitched gabled roof. The home also exhibits many Prairie style elements such as rectangular doorways rather than archways, a short, wide bricks exterior bricks and leaded glass in a rectangular pattern rather than the diamond pattern.

The building was designed by local architect William Barfield. Mr. Barfield also designed the old Hinsdale Theater building and the existing Gap building in addition to numerous single-family residences in the Village.

HISTORICALLY SIGNIFICANT STRUCTURES PROPERTY LIST
PROPERTY INFORMATION SHEET

Address 302 S. Grant Street	
County DuPage	
PIN / Parcel Number 09-12-112-016	
Zoning District R-4 Single Family Zoning District	
Land Use Hinsdale Historical Society	
Historic Name Immanuel Evangelical Church / Immanuel Hall	
Architect N/A	
Date Constructed 1900	
Architectural Style Gothic Revival	Past Historic Surveys / Historic Significance <ul style="list-style-type: none"> • Designated Local Landmark (Ord. No. 02002-06) • Reconnaissance Survey (1999) – Significant • Town of Hinsdale Survey (2001) – Significant • Listed on the National Register of Historic Places (2001)
Additional Photos 	

Village of HINSDALE

ILLINOIS URBAN ARCHITECTURAL AND HISTORICAL SURVEY

STREET # 302

DIRECTION S

STREET Grant

ABB ST

PIN

LOCAL SIGNIFICANCE RATING ☒ S

POTENTIAL IND NR? (Y OR N) ☒ Y

Criteria C

CONTRIBUTING to a NR district? ☒ C
(C or NC)

Contributing secondary structure? ☐
(C or NC)

LISTED ON EXISTING SURVEY?
(IHSS, NR, etc.) ☐



GENERAL INFORMATION

CATEGORY

CONDITION

INTEGRITY

SECONDARY STRUCTURE

SECONDARY STRUCTURE 2

CURRENT FUNCTION

HISTORIC FUNCTION

ARCHITECTURAL DESCRIPTION

ARCHITECTURAL CLASSIFICATION

ARCHITECTURAL CLASSIFICATION2

ORIGINAL CONSTRUCTION DATE

DATE SOURCE

EXTERIOR WALLS (current)

EXTERIOR WALLS (original)

OVERALL SHAPE OR PLAN

NO. OF STORIES

WINDOW MATERIAL, TYPE(S)

PORCH

ROOF (type and materials)

FOUNDATION

SIGNIFICANT FEATURES

ALTERATION(S)



RESEARCH INFORMATION

HIST NAME Immanuel Evangelical Church

ARCHITECT

COMMON NAME Immanuel Evangelical & Reformed Church

BUILDER

LANDMARK LIST

COST OLD SIGNIFICANCE RATING S

ADDITIONAL INFORMATION:

see continuation sheet

SURVEY AREA TOWN OF HINSDALE

LANDSCAPE FEATURES

Corner lot on residential street; large lawn on side and in rear; foundation plantings; mature trees in parkway

PHOTOGRAPHIC INFO

ROLL NO. 10 FRAME NO. 24

ROLL NO. 5 FRAME NO. 9-10

ROLL NO. FRAME NO.

PREPARER Victoria Granacki

ORGANIZATION Historic Certification Consultants

DATE 6/5/2001

302 S Grant ST

Village of HINSDALE

ILLINOIS URBAN ARCHITECTURAL AND HISTORICAL SURVEY CONTINUATION SHEET

STREET # 302
STREET S Grant

ADDITIONAL PHOTOS OR INFORMATION

Architectural Information (cont.):

The stained glass windows were installed by the manufacturer, Flanagan & Biedenweg Company, in 1924 [National Register of Historic Places Nomination Form, p.5].

Historic Information:

This structure served the Hinsdale community as a church for a consecutive 64 years, beginning when it was constructed in 1900 until 1964. The "Deutch Evangelisch Lutherische Immanuels Germeinde," a Lutheran congregation constructed the Immanuel Evangelical Church. It primarily served German immigrants, and first and second generation German Americans throughout its use as a religious facility. The name of the church was changed to Immanuel Evangelical and Reformed Church in 1934 when the Evangelical Synods merged with the Reformed Church. The church merged again in 1947 with the Congregational Christian Churches to become the United Church of Christ. The result of second merger was a congregation too large for the historic building. Services ceased in 1964 [National Register of Historic Places Nomination Form, p12-13].

The three churches founded in the survey area in the late 1800s all originated as immigrant churches. Two were German and one Swedish. The first Lutheran congregation, Zion Lutheran, was founded in 1888 by German families who had been meeting loosely since 1886. They purchased a lot at Second and Vine streets that same year and constructed their first church. The congregation affiliated with the Missouri Lutheran Synod in 1891 and began offering services in English in 1908. In 1911, the lot at 204 S. Grant Street was purchased, and the existing church was completed in 1915. William Soltwisch is cited as the builder [Bakken, 105], as is elder and local carpenter, Fred Huenke. Huenke lived nearby at 135 S. Madison Street, a house he also built. The church was enlarged and remodeled in the west end in 1952. With the continued growth of the congregation, the present Zion Lutheran School was built at 125 S. Vine Street in 1931, while the old church building was moved to the rear of the lot. An addition was built to the school in the 1960s and it continues to operate today as one of only three private schools in the village.

Other German immigrants, particularly those from the province of Hanover, where Low German was spoken, chose to join another congregation, St. John's Evangelical Church in Fullersburg. After a dispute among members of this congregation, some of the Hinsdale members organized in 1898 as the "Deutsch Evangelisch Lutherische Immanuels Germeinde." In 1900 they began construction of the Immanuel Evangelical Church at 302 S. Grant Street. William Vornsand was the general contractor and other members of the congregation worked as carpenters. In 1908 a two-story frame house was built behind the church as a parsonage and meeting hall, and in the 1950s a one-story brick building was constructed on the lot immediately south. The church merged with the Congregational Church in 1947 and became the United Church of Christ. The result was a congregation too large for the historic building in a congested area. The congregation relocated and sold the property to the Illinois Conference of the United Church of Christ in 1964. It was later bought and occupied by the Montessori School of Hinsdale from 1982 through 1999. Threatened with demolition, the property was purchased by the Village of Hinsdale in 1999 with the intention of deeding it to the Hinsdale Historical Society for public use. The parsonage and religious education building were demolished and the church structure was listed on the National Register of Historic Places in 2000 [NR nomination, 12-14].

The third church existing today in the Town of Hinsdale survey area is the Evangelical Mission Covenant Church (now Hinsdale Evangelical Covenant Church). It was founded on February 6, 1892 as the Swedish Evangelical Bethel Church to serve a Swedish immigrant congregation. Shortly after, in November 1892, the congregation built a frame church at 18 E. Fourth Street that was commonly referred to as the "Swede's Church." Services were held in Swedish until 1935, and the church became a center for Scandinavian families within Hinsdale in the early 20th century. Many of its early members were in the construction trades or served as domestics in the homes of prosperous business and professional people. The Swedish Evangelical Bethel Church became the Evangelical Mission Covenant Church of Hinsdale in 1922, soon after affiliating itself with the Covenant Church in America. In the same year, the congregation purchased the corner lot at Fourth and Garfield Street, the site of their present church. The current church was built in 1930 at 412 S. Garfield Avenue at a cost of \$41,414, and was dedicated on March 15, 1931. In 1972 the preschool was built

302 South Grant Street – Membership Organization Building



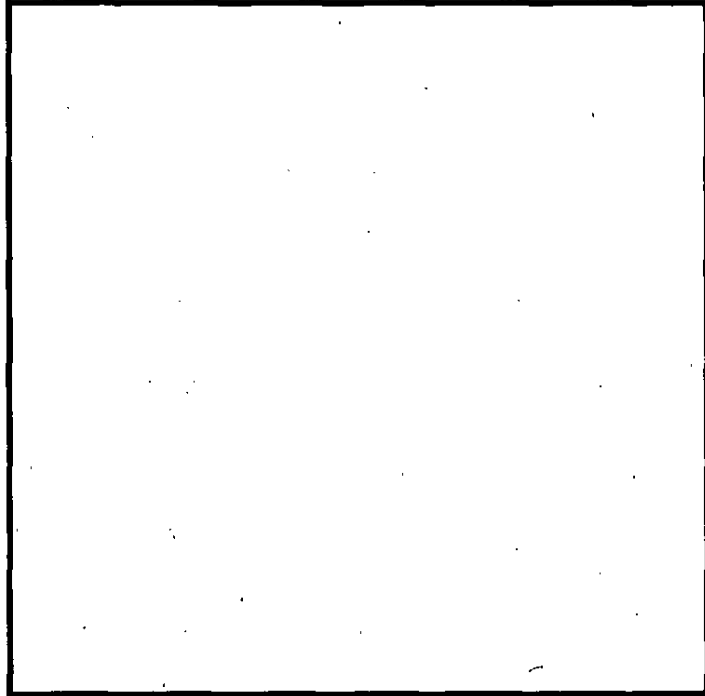
On February 5, 2002 the Village Board of Trustees adopted an ordinance that designated the property at 302 South Grant Street (known as Immanuel Hall or the former Immanuel Evangelical Church) as an Historic Landmark. Application to landmark the 1900 structure was made by the Hinsdale Historical Society.

This single-story wood frame and clad building was constructed in 1900 in the Late Gothic Revival style, of a vernacular type known as “carpenter Gothic.” Major changes to the exterior include the digging of a full basement in 1920, and the replacement of the original roof, front doors, front steps, windows and decoration atop the spire. It is the only surviving, almost originally intact, building of its type in Hinsdale, and one of the few in the region. It was constructed by skilled German immigrant tradesmen, who donated their labor, as members of the, founding German speaking congregation. They were among Hinsdale’s early residents at a time when the Village was experiencing significant development.

The building was first used for 64 years as a religious, instructional and society center by a small, close-knit German congregation, the second use for 18 years as the state headquarters for the Illinois Conference of United Church of Christ. Its third use for 17 years was as a Montessori School, until its sale by private parties to the Village of Hinsdale in June 1999 – made possible through the cooperation of the Village, Hinsdale Historical Society, Illinois Historic Preservation Agency and a grant from the State of Illinois – in order to save the building from likely demolition. In addition the building was designated by ordinance the Village’s first “historic and community landmark” on June 1, 1999, and it was listed on the National Register of Historic Places on February 9, 2001. In March 2001, the Hinsdale Historical Society took ownership of the property. The preservation of the building has come to symbolize the Village’s present commitment to historic preservation.



Date unknown. Photograph courtesy of Hinsdale Historical Society.

**VILLAGE OF HINSDALE****ORDINANCE NO. 02002- 6**

File

**AN ORDINANCE DESIGNATING
302 SOUTH GRANT STREET (IMMANUEL HALL)
AS AN HISTORIC LANDMARK
(HPC CASE No. 01-2002)**

WHEREAS, the Village is authorized pursuant to Section 11-48.2 of the Illinois Municipal Code, 65 ILCS 5/11-48.2-1 *et. seq.* to enact ordinances for the purposes of protecting, preserving, enhancing, and regulating buildings, structures, objects, sites, and areas of historical, cultural, or architectural importance; and

WHEREAS, Title 14 of the Village Code of Hinsdale, as amended, provides for a procedure by which such buildings, structures, objects, sites, and areas can be designated as historic landmarks and historic districts; and

WHEREAS, the Hinsdale Historical Society (the "Applicant"), is the legal owner of, and has filed an application seeking to designate, the building located 302 South Grant Street, commonly referred to as the Immanuel Hall and legally described in Exhibit A attached to and made part of this Ordinance by this reference, (the "Subject Building") in the Village as a historic landmark (the "Application"); and

WHEREAS, pursuant to notice duly published and mailed as required by the Village Code, the Hinsdale Historic Preservation Commission (the "Commission") conducted a public hearing on January 8, 2002 to consider the Application; and

WHEREAS, following review of all information presented to the Commission at its January 8, 2002 public hearing, the Commission recommended approval of the Application that the Subject Building be designated as an historic landmark, based on the Commission's Findings of Fact in HPC Case No. 01-2002; and

WHEREAS, the Zoning and Public Safety Committee of the Village Board of Trustees, at a public meeting on January 28, 2002, considered the Applicant's Application as recommended by the Commission; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have considered the findings and recommendation of the Commission and determined that it is in the best interest of the Village and its residents to establish the Subject Building as a designated landmark;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties and State of Illinois, as follows:

Section 1. Recitals. The foregoing recitals are incorporated in and made a part of this Ordinance by this reference.

Section 2. Designation as an Historic Landmark. The nomination of the Subject Building as an historic landmark is hereby approved and the Subject Building is hereby designated as an historic landmark. The Subject Building shall hereafter be subject to the requirements of Chapter 5 of the Title 14 of the Village Code, as it may be amended from time to time.

Section 3. Notice to Owner of Record and Building Commissioner. The Village Clerk is directed to send notice to the Applicant, as owner of record, and the Village Building Commissioner, which notice shall include a copy of this Ordinance.

Section 4. Recordation. The Village Clerk is directed to promptly cause a copy of this Ordinance be recorded in the office of the DuPage County Recorder of Deeds.

PASSED this 5th day of February, 2002.

AYES: TRUSTEES MILKINT, ELLIS, CICCARONE, LENNOX, BARROW AND BLOMQUIST.

NAYS: NONE

ABSENT: NONE

APPROVED this 5th day of February, 2002.

ATTEST:



George J. Seymour
Village President

Mary M. Linn
Village Clerk

EXHIBIT A


Legal Description

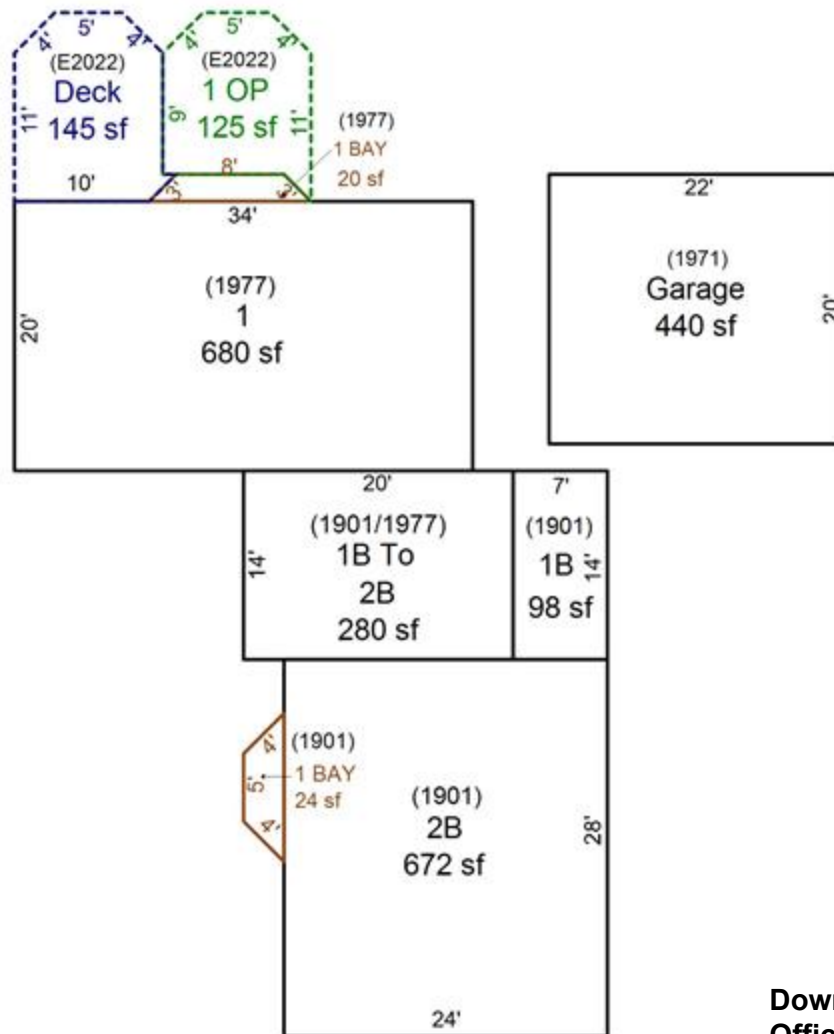
LOT 1 OF MCKENNA'S RESUBDIVISION OF LOT 1 AND LOT 4 AND THE NORTH 40 FEET OF LOT 5 IN BLOCK 4 IN J.I. CASE'S ADDITION TO HINSDALE, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 16, 1999 AS R1999-155950, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as: 302 South Grant Street
Hinsdale, Illinois 60521

Property Identification Numbers: 09-12-112-016

HISTORICALLY SIGNIFICANT STRUCTURES PROPERTY LIST
PROPERTY INFORMATION SHEET

Address 718 S. Lincoln Street	
County DuPage	
PIN / Parcel Number 09-12-309-017	
Zoning District R-4 Single Family Zoning District	
Land Use Single Family	
Historic Name N/A	
Architect N/A	
Date Constructed c. 1890-1903	
Architectural Style Queen Anne	
Past Historic Surveys / Historic Significance <ul style="list-style-type: none">• Reconnaissance Survey (1999) - Potentially Contributing• Additional Information Provided by Homeowner and Historical Society	





Walk has historical treasures

4-21-83

718 SOUTH
LINCOLN

Dimpy and George Morvis' stick-style house is one of five homes featured on the Hinsdale Junior Woman's Club's third Historical Housewalk on Wednesday, May 18, from 5 to 10 p.m. The home, built in 1900 as a farmhouse for the Kuhls family, features a Victorian layout with a formal parlor. A light and airy family room with its trussed beam ceiling and skylights brings a modern feel to part of the home. The spacious kitchen features leaded glass windows. Several unique antiques punctuate the classic feel of the home. A complimentary wine and cheese party at Katherine Legge Memorial Park Lodge from 7 p.m. to 11 p.m. will conclude the evening. Tickets for a chance drawing on a three-story furnished Victorian dollhouse will be sold for \$1. Proceeds from the housewalk benefit the Hinsdale Historical Society and Hinsdale Community Service. The \$12 tickets are available at Sheryl's Hallmark and Table Trends in Hinsdale and Ruth's on Park Avenue and Mid America Federal Savings in Clarendon Hills.



DUPAGE.
BOARD OF
REALTORS

UNITED
MULTIPLE
LISTING OFFICE

HINSDALE
CLARENDON HILLS
OAK BROOK



NO RESPONSIBILITY ASSUMED FOR ACCURACY OF THE INFORMATION CONTAINED HEREIN

LISTING OFFICE	RICH PORT, REALTOR	Clarendon Hills	Virginia	Office Ph. 323-6323
Owner	Naab, Bruce	Address 718 S. Lincoln, Hinsdale		Home Ph. 986-1788
Tenant	Ph.			
Taxes	\$595	Yr.	1970	Spec. Assm't \$ 600 bal. on curb
Recep.	slate	Mtg.		By
Living Rm.	13.7 x 19.10	EXCELLENT HOME : SHOWS WELL		
Dining Rm.	13.5 x 14.7 inc. bay			
Kitchen	10.2 x 13.7 dishwasher, SS sink	Fam. Rm.	11.8 x 13.6	
Brfst. Rm.	good space	Sun Rm. or Porch		
Den	11.4 x 11.9 or 4th bedroom	Rec. Room		
Baths (1)	Cabinet sink - ceramic	Powder Rm.	cabinet sink - 1st flr.	
Bedrooms	(3) 10.7 x 12 - 13.7 x 14.6 inc. bay - 11.8 x 13.6			

SOLD

11/15/91
Pearl
\$48,500

Sq. Ft. Liv. Area	1750	Builder	Utility Rm.	yes, in bsmt.
Basement	full	Heat GFA	Water Heater	40 gal gas
Storms	comb. alum	Screens	Insulation	blown
Inter. Finish	plaster, hardwood floors	Landscaping	Garage	2 car det.
Remarks & Inclusions:	7 rooms of carpeting and gas barbeque. New furnace, roof, sodding, and stockage fencing, Large pantry, humidifier, circuit breakers 100 amp - 220 service.			
	LIST	III-10		
	EXP.	23-10		
	REN.			

Key					Code 7RPI-289
Age 71	Lot 50 x 175	Motive transfer	Poss. TBA	Price 49,500	
Rms. 8	Bedr's 3/4	Baths 1 1/2	Style & Construction Frame Colonial	Name & Address NAAB	718 S. Lincoln, Hinsdale

HISTORICALLY SIGNIFICANT STRUCTURES PROPERTY LIST
PROPERTY INFORMATION SHEET

Address 121 S. Monroe Street	
County DuPage	
PIN / Parcel Number 09-11-214-005	
Zoning District R-1 Single Family Zoning District	
Land Use Single Family	
Historic Name N/A	
Architect N/A	
Date Constructed 1909-1910	
Architectural Style Tudor Revival	
Past Historic Surveys / Historic Significance <ul style="list-style-type: none"> • Not included in any past historic surveys • Additional research provided by the Historical Society / property owner 	

Hinsdale Historical Society

House History Research Program

Findings Sheet

Current Resident/Owner: Jeremy Svabek and Abbey Hayes

Street Address: 121 South Monroe Street

Property Index Number: 09-11-214-005

Legal Description of Property: Lot 5 in Buchholz Subdivision of the West 124 Feet of Lots 3 and 4 in Block 8 of Stough's Second Addition to Hinsdale

Year in which home believed built: 1909-1910

First owner: William Schramm

Subsequent Owners and Dates of Ownership:

Jeremy Svabek	2021-
David J. Marcet and Sheryl D. (Coffman) Marcet	2003-2021
Dominic J. and Joan W. Mancini	1984-2003
HINSDALE FSLA	1981-1984
Melvin F. and Lucille R. Eggert	1975-1981
Paula J. and Alan T. Albano	1974-1975
Goldie and Harry Pielet	1921-1974
William Schramm	1910-1921

Documents & Notes Used in Research

Downer Grove Township Assessor's Office

(<https://search.dgtownship.com/ParcelSearch/SD/DG/AssessorDB/Search.aspx> : 2023), "Building Calculation Card, 2013."

- This document wrongly names the year of construction as 1893.

"ALBANO 121 South Monroe, Hinsdale," 1974, Collection: House Files, Folder: 121 South Monroe St., accessed *Hinsdale Historical Society Archives*, (302 South Grant Street, Hinsdale, Illinois : 2023), DuPage Board of Realtors, United Multiple Listing Office, Thorsen Realtors.

"PIELET 121 South Monroe, Hinsdale," 1974, Collection: House Files, Folder: 121 South Monroe St., accessed at *Hinsdale Historical Society Archives* (302 South Grant Street, Hinsdale, Illinois : 2023), DuPage Board of Realtors, United Multiple Listing Office, Dixon Gallery of Homes.

"Aerial From South Vine Street," 1914, Collection: Photographs, Folder: Streets South II, accessed at *Hinsdale Historical Society Archives* (302 South Grant Street, Hinsdale, Illinois).

"DuPage Recorder Documents," accessed at The County of DuPage, Wheaton, Illinois.

"DuPage County Clerk Tax Records," accessed at The County of DuPage, Wheaton, Illinois.

Reasons for Concluding Year in Which House Built (refer to worksheets)

The research to find the history of a Hinsdale home involves searches of DuPage County records in order to disclose all of the owners of the lot on which it stands since private property was recognized in the area, and the assessed values during the period of years when the house was erected. The identification of the year the house was erected is based on the significant increase in a particular year in the assessed value for the lot on which it stands. If the assessed value of a lot is to be \$25 in one year, such as 1908, and in the following year is several hundred dollars higher, there is reason to believe that something was built there in 1908. The assessed value of a lot in any year is based on its condition in the preceding year.

Lot 5 is in Buchholz Subdivision of the West 124 Feet of Lots 3 and 4 in Block 8 of Stough's Second Addition to Hinsdale. This subdivision of land was recorded November 1, 1903 and lays west of what is now Madison Street and south of Chicago Avenue.

The DuPage County records of assessed values were reviewed for the period between 1908 and 1920, and reveal that in 1911, the lot was assessed at \$450.00, 1910 it was assessed at \$145.00, and in 1909 it was assessed at \$25.00. This indicates that the property increased in value significantly in 1909 and again in 1910. This increase in value is evidence that construction on the house began in 1909 and was completed in 1910. Thus, the house was built in 1909, but fully constructed in 1910.

Evidence of the structure still being under construction in 1910 is evident in the lack of residents found at the address in the 1910 United States Census. However, shortly after the census enumeration the house must have been completed, as the tax records in 1911 show an assessed value of \$450.00.

Other Information of Interest

Previous Residents

Prior to 1932, the address of the property was 7 North Monroe St. In 1932, the Village of Hinsdale renumbered most of the properties in the village.

The first owner of the structure was William Schramm. He was the owner from at least 1910 until 1921. The 1912 Hinsdale Village Directory, indicates that William Schramm was living at 7 North Monroe Street and was employed as a mason. William Schramm was the son of Dietrich A. Schramm and Maria (nee Schroeder) Schramm. His parents, him, and his siblings immigrated from Germany in the 1880s. William was born on 11 March 1877 in Germany and died on 24 September 1929 in LaGrange.

Prior to moving into 121 South Monroe, William married Anna Kloeckner. They had two children together before she passed away young at 23 years old in May 1905. William remarried Mary C. Horek in 1906. In 1921, the family sold the property to Harry and Goldie Pielet.

Harry Pielet was the president of Pielet Brothers Scrap Iron & Steel Company. His wife, Goldie, and him had six sons and six daughters (Arthur, Philip, Seymour, Samuel, Irving, Leonard, Pauline, Irene, Sophie, Ruth, Freda, and Faye), and over 35 grandchildren. The Pielet family owned 121 South Monroe Street from 1921-1974, presumably raising all 12 of their children there. They are both buried in Jewish Waldheim Cemetery.

Structure

The original structure on the property was built during the years 1909-1910. Known modifications to the house were made in 2011, when the front and back decks were renovated, and a concrete patio was installed in the back. In 2013, a raised deck was added to the back of the house.

Property Transaction Worksheet by Grantor

Legal Description of Property: Lot 5 in Buchholz Subdivision of the West 124 Feet of Lots 3 and 4 in Block 8 of Stough's Second Addition to Hinsdale

Date Completed: 9 February 2023

Compiler: Katharine Korte Andrew, Society Manager

Document Number	Grantor (Seller)	Grantee (Buyer)	Instrument	1. Date of Instrument 2. Date of Filing	Consideration	Book/Page No.	Property Description
R2021-035 358	Marcet, David J. Marcet, Sheryl D. Coffman, Sheryl D.	Svabek, Jeremy	Deed	1. 2/19/2021 2. 3/5/2021			BUCHHOLZ SUB LT 3&4 BK 8 L: 5
R2003-038 891	Mancini, Joan W. DECL TR	Coffman, Sheryl D.	Deed	1. 1/17/2003 2. 1/30/2003			L 5 BUCHHOLZ SUB 38-11
R1999-022 874	Mancini, Dominic J. Mancini, Joan W.	Mancini, Joan W. DECL TR Mancini, Joan W.	Deed	1. 12/26/1998 2. 1/28/1999			NA L 5 BUCHOLZ SUB 38-11
R1988-011 826	Mancini, Dominic J. Mancini, Joan W.	Mancini, Dominic J. Mancini, Joan W.	Deed	1. 1/25/1988 2. 2/3/1988			L 5 BUCHHOLZ SUB 38-11
R1984-002 888	HINSDALE FSLA	Mancini, Dominic J. Mancini, Joan W.	Deed	1. 11/28/1983 2. 1/6/1984			L 5 BUCHHOLZ SUB 38-11
R1981-006 623	Eggert, Melvin F.	HINSDALE FSLA	Deed	1. 1/28/1981 2. 2/5/1981	\$10.00		Lot 5 in Buchholz Subdivision of the West 124 Feet of Lots 3 and 4 in Block 8 of Stough's Second Addition to Hinsdale

R1975-059 769	Albano, Paula J. Albano, Alan T.	Eggert, Melvin F. Eggert, Lucille R.	Deed	2. 10/29/1975			Lot 5 in Buchholz Subdivision of the West 134 feet of Lots 3 and 4 in Block 8 of Stough's Second Addition to Hinsdale
R1974-046 941	Pielet, Goldie	Albano, Paula J. Albano, Alan T.	Deed	2. 9/10/1974			Same as above.

Property Tax Worksheet

Legal Description of Property: Lot 5 in Buchholz Subdivision of the West 124 Feet of Lots 3 and 4 in Block 8 of Stough's Second Addition to Hinsdale

Date Completed: 9 February 2023

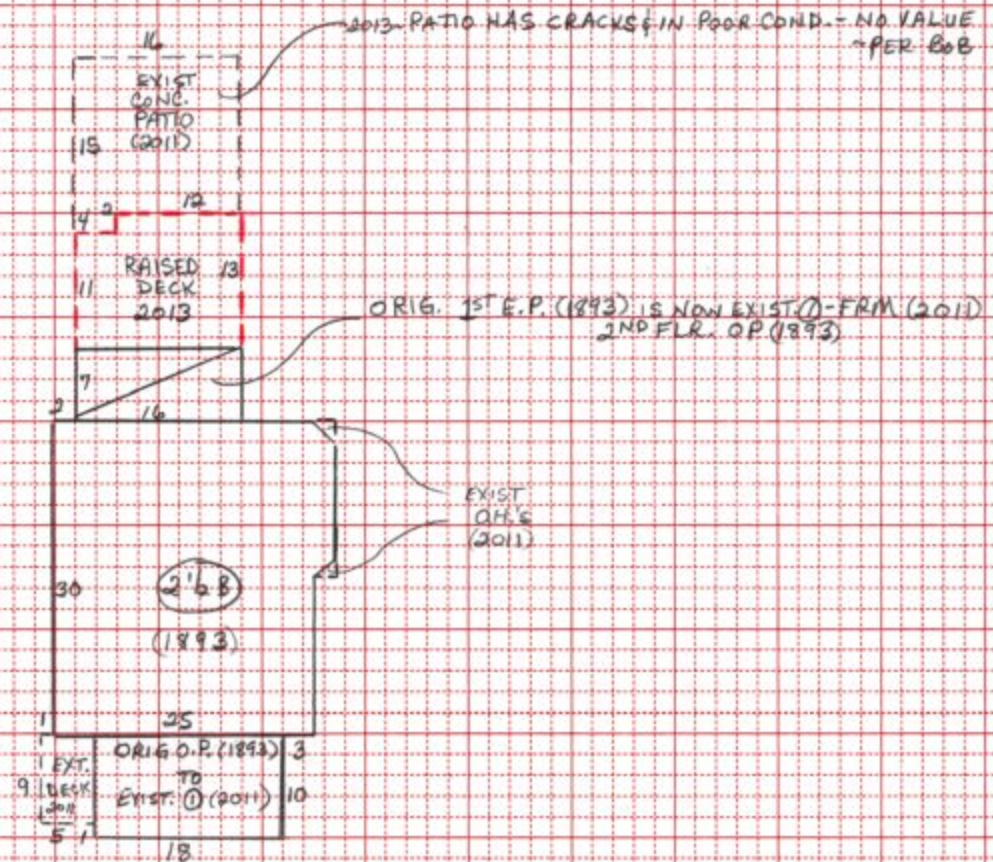
Compiler: Katharine Korte Andrew, Society Manager

Year	Person Whose Name Assessed	SubDivision of Lot	Lot	Block	Valuation	Total Tax	Remarks
1960	Pielet, Harry	Buchholz Sub, Stoughs 2nd Add	5	8	4800	294.02	
1932	Pielet, Harry	Buchholz Subdivision of the West 134 feet of lots 3 and 4, block 8, Stough's Second Addition to Town of Hinsdale	5		1580.00	2,223.34	Special Assessments taxes added.
1927	Pielet, Harry	Buchholz Subdivision of the West 134 feet of lots 3 and 4, block 8, Stough's Second Addition to Town of Hinsdale	5		1,820.00	106.66	
1926	Pielet, Harry	Buchholz Subdivision of the West 134 feet of Lots 3 and 4 in Block 8 of Stough's 2nd Addition, Sub-Lot 5	Sub -lot 5, Lot 3&4	8	\$675.00	\$81.47	

1924	Pielet, Harry	Buchholz Subdiv. Of the W. 134 ft. of Stough's 2nd Addition, sub-lot 5 of lots 3&4	Sub-lot 5, Lot 3&4	8	\$675.00	\$81.20	
1923	Same	Same	Same	Same	Same	\$68.90	
1921-1922	Same as above						
1920	Schramm, William	Same	Same	Same	\$675.00	\$58.29	Paid by Lord Lumber Co.
1911	Schramm, William	Same	Same	Same	\$450.00	\$25.64	
1910	Schramm, William	Same	Same	Same	\$145.00	\$7.96	
1909	Buchholz, H.	Same	Same	Same	\$25.00	\$2.36	
1908	Bucholz, H.	Same	Same	Same	\$25.00	\$1.78	


PPN:

09-11-214-005



Downers Grove Township Assessors
Office Property Information

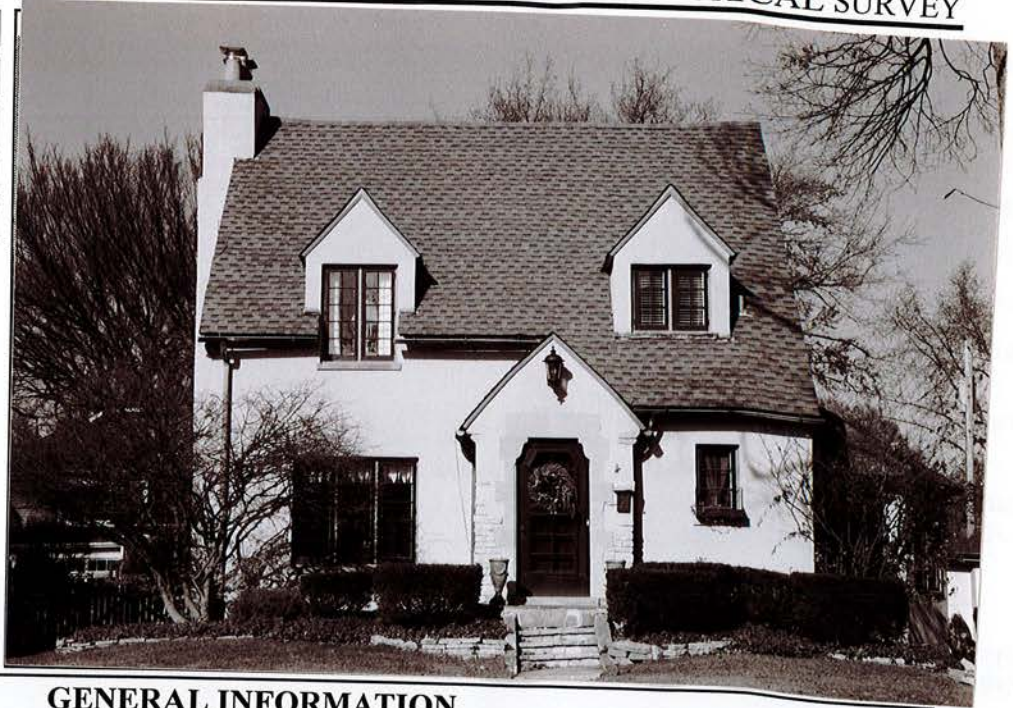
HISTORICALLY SIGNIFICANT STRUCTURES PROPERTY LIST
PROPERTY INFORMATION SHEET

Address 17 E. Seventh Street	
County DuPage	
PIN / Parcel Number 09-12-305-018	
Zoning District R-4 Single Family Zoning District	
Land Use Single Family	
Historic Name N/A	
Architect N/A	
Date Constructed c. 1935	
Architectural Style French Eclectic	
Past Historic Surveys / Historic Significance <ul style="list-style-type: none"> • Reconnaissance Survey (1999) – Significant • Robbins Park II (2007) – Significant 	
Additional Photos 	

Village of HINSDALE

ILLINOIS URBAN ARCHITECTURAL AND HISTORICAL SURVEY

STREET #	17
DIRECTION	E
STREET:	Seventh
ABB	ST
PIN	
LOCAL SIGNIFICANCE RATING	S
POTENTIAL IND NR? (Y or N)	N
CRITERIA	
Contributing to a NR DISTRICT?	C
Contributing secondary structure?	NC
Listed on existing SURVEY?	



GENERAL INFORMATION

CATEGORY	Building	CURRENT FUNCTION	Domestic - single dwelling
CONDITION	Excellent	HISTORIC FUNCTION	Domestic - single dwelling
INTEGRITY	Minor alterations	REASON for SIGNIFICANCE	Charming French Eclectic Cottage with many original features.
SECONDARY STRUCTURE	Detached garage		
SECONDARY STRUCTURE			

ARCHITECTURAL DESCRIPTION

ARCHITECTURAL CLASSIFICATION	French Eclectic	PLAN	Rectangular
DETAILS		NO OF STORIES	1.5
DATE of construction	c. 1935	ROOF TYPE	Side gable
OTHER YEAR		ROOF MATERIAL	Asphalt - shingle
DATESOURCE	Surveyor	FOUNDATION	Parged
WALL MATERIAL (current)	Stucco	PORCH	
WALL MATERIAL 2 (current)	Stone	WINDOW MATERIAL	Wood
WALL MATERIAL (original)	Stucco	WINDOW MATERIAL	
WALL MATERIAL 2 (original)	Stone	WINDOW TYPE	Casement
		WINDOW CONFIG	6-light; 10-light
SIGNIFICANT FEATURES	Steeply pitched side gable roof with asymmetrical front eaves; front gable dormer & wall dormer; front gable entry bay with stone quoin door surround, rustic stone corners, and original door; historic wood casement windows		
ALTERATIONS	front steps replaced; some windows replaced in original openings on side elevations; 1 story east/rear addition		

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1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

Midblock on north side of residential street; front sidewalk; side driveway; similar setbacks; mature trees

SURVEY INFORMATION

4

16, 15

1000000

1150

Downloaded At: 11:53 11 September 2009

<p> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>	<p> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>
--	--

\\Images\\Seventh
east17.JPG

Lara Ramsey

GRANACKI HISTORIC
CONSULTANTS

10/16/2006

ROBBINS II

HISTORICALLY SIGNIFICANT STRUCTURES PROPERTY LIST
PROPERTY INFORMATION SHEET

Address 218 E. Sixth Street	
County DuPage	
PIN / Parcel Number 09-12-401-002	
Zoning District R-1 Single Family Zoning District	
Land Use Single Family	
Historic Name John H. Crowell House	
Architect Van Gunter & Van Gunter	
Date Constructed 1924	
Architectural Style Colonial Revival	
Past Historic Surveys / Historic Significance <ul style="list-style-type: none"> • Reconnaissance Survey (1999) – Contributing • Robbins Park II (2007) – Contributing • Recent rear addition completed not visible from street 	

Village of HINSDALE

ILLINOIS URBAN ARCHITECTURAL AND HISTORICAL SURVEY

STREET #	218
DIRECTION	E
STREET:	Sixth
ABB	ST
PIN	
LOCAL SIGNIFICANCE RATING	C
POTENTIAL IND NR? (Y or N)	N
CRITERIA	
Contributing to a NR DISTRICT?	C
Contributing secondary structure?	NC
Listed on existing SURVEY?	



GENERAL INFORMATION

CATEGORY	Building	CURRENT FUNCTION	Domestic - single dwelling
CONDITION	Excellent	HISTORIC FUNCTION	Domestic - single dwelling
INTEGRITY	Minor alterations and addition(s)	REASON for SIGNIFICANCE	
SECONDARY STRUCTURE	Detached garage		
SECONDARY STRUCTURE			

ARCHITECTURAL DESCRIPTION

ARCHITECTURAL CLASSIFICATION	Colonial Revival	PLAN	Rectangular
DETAILS		NO OF STORIES	2.5
DATE of construction	1924	ROOF TYPE	Side gable
OTHER YEAR		ROOF MATERIAL	Wood - shingle
DATESOURCE	Permit	FOUNDATION	Not visible
WALL MATERIAL (current)	Brick	PORCH	Front entry
WALL MATERIAL 2 (current)	Wood	WINDOW MATERIAL	Aluminum
WALL MATERIAL (original)	Brick	WINDOW MATERIAL	
WALL MATERIAL 2 (original)		WINDOW TYPE	Double hung/casement
		WINDOW CONFIG	6/6; multi-light
SIGNIFICANT FEATURES	Side gable roof; multi-hued brickwork with corner brick quoins; soldier course brick lintels with center keystones on first story of front façade		
ALTERATIONS	Replacement windows in original openings; 2 story west side addition, 1 story east side addition, replacement front porch, and three front dormer additions (2003)		

HISTORIC INFORMATION

HISTORIC NAME	Crowell, John H. House
COMMON NAME	
PERMIT NO	362
COST	14000
ARCHITECT	Van Gunter & Van Gunter
ARCHITECT2	
BUILDER	Soltwisch, William
ARCHITECT SOURCE	Permit



HISTORIC INFO

--

LANDSCAPE

Midblock on south side of residential street; circular front and side driveways; front sidewalk; similar setbacks; mature trees

PHOTO INFORMATION

ROLL1	3
FRAMES1	15, 14
ROLL2	
FRAMES2	
ROLL3	
FRAMES3	
DIGITAL PHOTO ID	\\images\\Sixtheas t218.JPG

SURVEY INFORMATION

PREPARER	Lara Ramsey
PREPARER ORGANIZATION	GRANACKI HISTORIC CONSULTANTS
SURVEYDATE	10/23/2006
SURVEYAREA	ROBBINS II

HISTORICALLY SIGNIFICANT STRUCTURES PROPERTY LIST

PROPERTY INFORMATION SHEET

<p>Address 108 E. Walnut Street</p>	
<p>County DuPage</p>	
<p>PIN / Parcel Number 09-01-414-001</p>	
<p>Zoning District R-4 Single Family Zoning District</p>	
<p>Land Use Single Family</p>	
<p>Historic Name N/A</p>	
<p>Architect N/A</p>	
<p>Date Constructed c.1915</p>	
<p>Architectural Style French Eclectic</p>	
<p>Past Historic Surveys / Historic Significance</p> <ul style="list-style-type: none"> Reconnaissance Survey (1999) – Significant North Hinsdale Survey (2005) - Potentially Significant 	
<p>Additional Photos</p> <div style="text-align: center;">  </div>	

Village of HINSDALE

ILLINOIS URBAN ARCHITECTURAL AND HISTORICAL SURVEY

STREET #	108
DIRECTION	E
STREET:	Walnut
ABB	ST
PIN	
LOCAL SIGNIFICANCE RATING	PS
POTENTIAL IND NR? (Y or N)	N
CRITERIA	
Contributing to a NR DISTRICT?	C
Contributing secondary structure?	-
Listed on existing SURVEY?	



GENERAL INFORMATION

CATEGORY	Building	CURRENT FUNCTION	Domestic - single dwelling
CONDITION	Good	HISTORIC FUNCTION	Domestic - single dwelling
INTEGRITY	Minor alterations and addition(s)	REASON for SIGNIFICANCE	
SECONDARY STRUCTURE			
SECONDARY STRUCTURE			

ARCHITECTURAL DESCRIPTION

ARCHITECTURAL CLASSIFICATION	French Eclectic	PLAN	Rectangular
DETAILS		NO OF STORIES	2.5
DATE of construction	c. 1915	ROOF TYPE	Combination
OTHER YEAR		ROOF MATERIAL	Asphalt - shingle
DATESOURCE	Surveyor	FOUNDATION	Parged
WALL MATERIAL (current)	Stucco	PORCH	
WALL MATERIAL 2 (current)	Wood	WINDOW MATERIAL	Vinyl
WALL MATERIAL (original)	Stucco	WINDOW MATERIAL	
WALL MATERIAL 2 (original)	Wood	WINDOW TYPE	Casement
		WINDOW CONFIG	Multi-light

SIGNIFICANT FEATURES	Front gable with decorative 1/2 timbering; front entry bay with shed roof and decorative stone detailing around round arch doorway; attached garage
-------------------------	---

ALTERATIONS	Replacement windows in original openings; 1 story rear addition; replacement garage door
-------------	--

HISTORIC INFORMATION

HISTORIC
NAME

COMMON
NAME

PERMIT NO

COST

ARCHITECT

ARCHITECT2

BUILDER

ARCHITECT
SOURCE

HISTORIC
INFO

LANDSCAPE

Southeast corner of Walnut and
Garfield; front and west sidewalks;
side driveway; similar setbacks;
mature trees

PHOTO INFORMATION

ROLL1

FRAMES1

ROLL2

FRAMES2

ROLL3

FRAMES3

DIGITAL
PHOTO ID

SURVEY INFORMATION

PREPARER

Lara Ramsey

PREPARER
ORGANIZATION

GRANACKI HISTORIC
CONSULTANTS

SURVEYDATE

10/14/2005

SURVEYAREA

NE HINSDALE

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING VARIOUS ADDITIONAL PROPERTIES WITHIN
THE HISTORIC OVERLAY ZONING DISTRICT FOR INCLUSION ON THE
HISTORICALLY SIGNIFICANT STRUCTURES PROPERTY LIST**

WHEREAS, the Village President and Board of Trustees of the Village of Hinsdale (the "Village") have previously approved Ordinance Nos. O2022-27 and O2022-28 establishing a Historic Overlay Zoning District within the Village; and

WHEREAS, the Ordinances, among other things, established the boundaries of the Historic Overlay Zoning District within which will be identified Historically Significant Structures. Property owners of Historically Significant Structures shall, pursuant to the associated regulations of the Historic Overlay Zoning District, be eligible, upon application, for certain incentives designed to encourage historic preservation and preserve the character of the community. No property is eligible for such incentives unless it is first placed on the approved Historically Significant Structures Property List; and

WHEREAS, pursuant to Section 14-7-3.C. of the Village Code, an Initial List of properties proposed for inclusion on the Historically Significant Structures Property List was created, considered, recommended for approval by the Historic Preservation Commission, and approved by the Village Board of Trustees; and

WHEREAS, on April 5, 2023, the Historic Preservation Commission held a public hearing on fourteen (14) additional properties that had been brought forward for consideration for placement on the Historically Significant Structures Property List (the "Second Proposed List"). The public hearing was held pursuant to Section 14-7-3.C. of the Village Code, and pursuant to notice thereof properly published in *The Hinsdalean*. After considering all of the testimony and evidence presented at the public hearing, the Historic Preservation Commission recommended the fourteen (14) additional properties on the Second Proposed List for inclusion on the Historically Significant Structures Property List. The Second Proposed List with information on each of the fourteen (14) properties recommended for inclusion on the Historically Significant Structures Property List, as well as what criteria the Historic Preservation Commission found to be met for each property, is attached hereto as **Exhibit A** and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village have duly considered the recommendations of the Historic Preservation Commission and the factors set forth in Section 14-7-3.B. of the Hinsdale Village Code, and all of the facts and circumstances affecting the properties on the Second Proposed List recommended at this time for inclusion on the Historically Significant Structures Property List.

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties and State of Illinois, as follows:

Section 1: Incorporation. Each whereas paragraph set forth above is incorporated by reference into this Section 1.

Section 2: Approval of Properties for Placement on the Historically Significant Structures Property List. Pursuant to the authority granted under State law, including but not limited to the Illinois Municipal Code (65 ILCS 5/1-1-1, et seq.), the Hinsdale Zoning Code, and Title 14 (Historic Preservation) of the Hinsdale Village Code, the President and Board of Trustees of the Village of Hinsdale accept the recommendations of the Historic Preservation Commission and approve thirteen (13) of the fourteen (14) properties from the Second Proposed List attached hereto as **Exhibit A**, for placement on the Historically Significant Structures Property List. The final property on the Second Proposed List, at 304 S. Washington Street (the "Withdrawn Property"), has been pulled from consideration at the request of the present owner and a proposed buyer who intends to demolish the existing residence and does not plan to explore renovations or a building addition. The Historically Significant Structures Property List with the thirteen (13) added properties shall be maintained by the Village Clerk and included in the Village Code as Appendix 1 to Chapter 14-7 (Historic Overlay District).

Section 3: Mailing/Recorded Notice. Pursuant to Section 14-7-3 (Historically Significant Structures Property List) of the Village Code, a Notification of Inclusion shall be mailed to the owner of each property on the Second Proposed List with the exception of the Withdrawn Property, and a Notice of Historically Significant Property shall be recorded against title to each property on the List with the exception of the Withdrawn Property.

Section 4: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 5: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

ADOPTED this _____ day of _____, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2023, and attested to by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

Emily Tompkins, Village Clerk

EXHIBIT A

**SECOND PROPOSED LIST OF HISTORICALLY SIGNIFICANT PROPERTIES
APPROVED FOR INCLUSION ON THE HISTORICALLY SIGNIFICANT
STRUCTURES PROPERTY LIST**

(ATTACHED)

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF DUPAGE)

CLERK'S CERTIFICATE

I, Emily Tompkins, Clerk of the Village of Hinsdale, in the Counties of DuPage and Cook, State of Illinois, do hereby certify that the attached and foregoing is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

ORDINANCE NO. _____

**AN ORDINANCE APPROVING VARIOUS ADDITIONAL PROPERTIES WITHIN
THE HISTORIC OVERLAY ZONING DISTRICT FOR INCLUSION ON THE
HISTORICALLY SIGNIFICANT STRUCTURES PROPERTY LIST**

which Ordinance was passed by the Board of Trustees of the Village of Hinsdale at a Regular Village Board Meeting on the ____ day of _____, 2023, at which meeting a quorum was present, and approved by the President of the Village of Hinsdale on the ____ day of _____, 2023.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Hinsdale was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Hinsdale, and that the result of said vote was as follows, to-wit:

AYES: _____
NAYS: _____
ABSENT: _____

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Hinsdale, this ____ day of _____, 2023.

Village Clerk

[SEAL]

STATE OF ILLINOIS)
) SS:
COUNTY OF DU PAGE)

BEFORE THE VILLAGE OF HINSDALE
HISTORIC PRESERVATION COMMISSION

IN THE MATTER OF:)
)
)
HPC-4-2023,)
Consideration of Properties)
for Inclusion on the)
Historically Significant)
Structures Property List in)
the Historic Overlay)
District.)

REPORT OF PROCEEDINGS had and testimony
taken at the Public Hearing of the above-
entitled matter before the Hinsdale Historic
Preservation Commission, on the 5th day of
April, 2023, at 6:30 p.m.

BOARD MEMBERS PRESENT:

MR. JOHN BOHNEN, Chairman;
MS. ALEXIS BRADEN, Member;
MR. BILL HAARLOW, Member;
MR. FRANK GONZALEZ, Member.

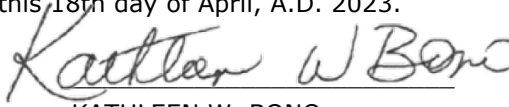
<p style="text-align: right;">2</p> <p>1 ALSO PRESENT:</p> <p>2 MS. BETHANY SALMON, Village Planner.</p> <p>3 _____</p> <p>4</p> <p>5 MS. SALMON: Now we will move on to</p> <p>6 Case HPC-4. This is our second round of</p> <p>7 properties for inclusion on our historically</p> <p>8 significant structures list and we can move to</p> <p>9 open the public hearing.</p> <p>10 CHAIRMAN BOHNEN: We are going to move</p> <p>11 to the next case HPC-4-2023. We will open the</p> <p>12 public hearing. Consideration of properties for</p> <p>13 inclusion on the historically significant</p> <p>14 structures property list in the historic overlay</p> <p>15 district.</p> <p>16 MS. BRADEN: I move to open the public</p> <p>17 hearing for case HPC-4-2023, consideration of</p> <p>18 properties for inclusion on the historically</p> <p>19 significant structures property list in the</p> <p>20 historic overlay district.</p> <p>21 MR. HAARLOW: Second.</p> <p>22 MS. SALMON: Commissioner Gonzalez?</p>	<p style="text-align: right;">4</p> <p>1 collectively subject to after we see if anyone</p> <p>2 else in the audience wants to speak on this</p> <p>3 matter and then we will go one by one and we can</p> <p>4 review them individually and the Historic</p> <p>5 Preservation Commission will determine if at</p> <p>6 least one criteria is met.</p> <p>7 We will do the same format as we</p> <p>8 did for the first round of properties last time.</p> <p>9 If there's any questions, I'm happy to answer</p> <p>10 anything in the meantime.</p> <p>11 I'm not sure, Chairman Bohnen, if</p> <p>12 you would like to open it up to see if there's</p> <p>13 any members of the audience that would like to</p> <p>14 speak now that we have the public hearing open.</p> <p>15 CHAIRMAN BOHNEN: So we are now going</p> <p>16 to consider these 14 properties here in the</p> <p>17 second round.</p> <p>18 MS. SALMON: Correct. Before I go into</p> <p>19 each one, if there's any members of the public</p> <p>20 that would like to speak, we can have them come</p> <p>21 up as well.</p> <p>22 CHAIRMAN BOHNEN: Okay. Anyone in the</p>
<p style="text-align: right;">3</p> <p>1 MR. GONZALEZ: Aye.</p> <p>2 MS. SALMON: Commissioner Braden?</p> <p>3 MS. BRADEN: Aye.</p> <p>4 MS. SALMON: Commissioner Haarlow?</p> <p>5 MR. HAARLOW: Aye.</p> <p>6 MS. SALMON: Chairman Bohnen?</p> <p>7 CHAIRMAN BOHNEN: Aye.</p> <p>8 MS. SALMON: So I'm happy to kind of</p> <p>9 give an overview. This will be our second round</p> <p>10 two for consideration for properties in the</p> <p>11 historically significant structures list.</p> <p>12 We have 14 additional properties</p> <p>13 that have been requested to be added to our list</p> <p>14 and we are already working on round three so we</p> <p>15 have gotten a lot of interest which is really</p> <p>16 fantastic.</p> <p>17 Two of these properties are located</p> <p>18 in Cook County. Twelve of them are located in</p> <p>19 DuPage County and we have as much information as</p> <p>20 we could find on each of these properties within</p> <p>21 the time frame that are -- the details are in</p> <p>22 Exhibit 2, which we will go through one by one</p>	<p style="text-align: right;">5</p> <p>1 audience wishes to speak to this matter in</p> <p>2 general regarding any properties, please stand,</p> <p>3 raise your right hand and be sworn in.</p> <p>4 (Mr. Jonathan Temps was</p> <p>5 administered the oath.)</p> <p>6 MR. TEMPS: Jonathan Temps. I enjoy</p> <p>7 the opportunity to speak when we arrive at my</p> <p>8 home, 718.</p> <p>9 MS. SALMON: Jonathan, do you want to</p> <p>10 go up to the podium and speak now.</p> <p>11 CHAIRMAN BOHNEN: 718 South Lincoln?</p> <p>12 MR. TEMPS: Correct. I'd be delighted</p> <p>13 to answer any questions that any member of the</p> <p>14 commission has when they review the particulars</p> <p>15 of the house, but I would mention, I think at</p> <p>16 the risk of boring John and Alexis, who heard me</p> <p>17 speak at the last meeting, I would mention that</p> <p>18 we purchased the house specifically because it</p> <p>19 was old. We have begun the process, some of the</p> <p>20 structural restoration. We rebuilt the chimneys</p> <p>21 of the house using sort of period appropriate</p> <p>22 brick.</p>

<p style="text-align: center;">6</p> <p>1 We had an incident a couple of</p> <p>2 years ago that resulted in significant damage to</p> <p>3 the family room. We have restored that room</p> <p>4 with replicated rosettes and trim from the</p> <p>5 original house. So we have been working</p> <p>6 diligently with Catie Knoebel and the team at</p> <p>7 HomeCrafters to sort of treat the house with the</p> <p>8 historical respect that we think it deserves.</p> <p>9 We plan on staying in it for at</p> <p>10 least as long as we are in Hinsdale and hope to</p> <p>11 leave it to our son so he may do with it what he</p> <p>12 wishes, but should he choose to raise his family</p> <p>13 here, he can raise his family in that home as</p> <p>14 well.</p> <p>15 And I would note, lastly, that if</p> <p>16 anyone would like to come by and see the 16-inch</p> <p>17 masonry walls that are in the basement, I expect</p> <p>18 my house will be standing long after most of my</p> <p>19 neighbors' houses have fallen down. So thank</p> <p>20 you very much.</p> <p>21 MR. HAARLOW: Mr. Temps, this is 718</p> <p>22 South Lincoln?</p>	<p style="text-align: center;">8</p> <p>1 CHAIRMAN BOHNEN: I agree.</p> <p>2 MR. HAARLOW: Agree. That's a no-</p> <p>3 brainer.</p> <p>4 MR. GONZALEZ: Agree.</p> <p>5 MR. SALMON: Any other comments on 137</p> <p>6 North Clay?</p> <p>7 (No response.)</p> <p>8 We will go to No. 2. The next</p> <p>9 property on our list is 15 South Clay Street.</p> <p>10 This property is used by the Hinsdale Historical</p> <p>11 Society. It's located within a village park.</p> <p>12 Obviously, a designated landmark, designated in</p> <p>13 2002, and we have quite a bit of history on this</p> <p>14 property as well that was included to the point</p> <p>15 where I had to scale back some of it.</p> <p>16 MR. HAARLOW: Well certainly criterion</p> <p>17 5 and 3. Again, this one is a no-brainer.</p> <p>18 MS. BRADEN: Maybe 6 as well.</p> <p>19 MR. HAARLOW: Yes. Absolutely.</p> <p>20 MR. GONZALEZ: Yes. Definitely.</p> <p>21 MS. SALMON: So Nos. 3, 5 and 6.</p> <p>22 The next property up for</p>
<p style="text-align: center;">7</p> <p>1 MR. TEMPS: That's correct. Yes.</p> <p>2 MS. BRADEN: So, now, Bethany are we</p> <p>3 going back to our first home, 137 North Clay?</p> <p>4 MS. SALMON: Yes. So we can go through</p> <p>5 item by item if there's any questions along the</p> <p>6 way. Once again, the computer, the TV screen is</p> <p>7 kind of widening everything for some reason so</p> <p>8 just know that everything is wider right now.</p> <p>9 Okay.</p> <p>10 The first property up for</p> <p>11 consideration is 137 North Clay Street. So this</p> <p>12 property we did have some historic survey sheets</p> <p>13 on and then significant additional information</p> <p>14 was provided by the homeowner for inclusion in</p> <p>15 the packet and then this house was referenced in</p> <p>16 the "Hinsdale's Historic Homes and People Who</p> <p>17 Lived in Them", Volume 1 by Mary Sterling. So</p> <p>18 we have a lot of information on this house that</p> <p>19 was included.</p> <p>20 MS. BRADEN: In my opinion this is a</p> <p>21 No. 2 fits the bill perfectly given Stough and</p> <p>22 his significance to the village.</p>	<p style="text-align: center;">9</p> <p>1 consideration is 321 South County Line Road.</p> <p>2 This property was also in "Hinsdale's Historic</p> <p>3 Homes and People Who Lived in Them", Volume 2 by</p> <p>4 Mary Sterling, was rated historically</p> <p>5 significant and we did get a little bit more</p> <p>6 information from the historical society and the</p> <p>7 property owner on this house.</p> <p>8 The historical society did tell us</p> <p>9 that -- gave us a little bit more information on</p> <p>10 the back but didn't give us the documentation so</p> <p>11 if we needed that, we can always get more</p> <p>12 information. They do have a list of all the</p> <p>13 past owners on record and then there's quite a</p> <p>14 bit of a write up on who lived in the house from</p> <p>15 Mary Sterling's book.</p> <p>16 MS. BRADEN: I would say No. 3 given</p> <p>17 it's a Victorian. No. 2, Joel Tiffany's</p> <p>18 grandson who was the first village president.</p> <p>19 MR. HAARLOW: I would also say</p> <p>20 criterion 5 because it was the first house in</p> <p>21 the Highlands subdivision.</p> <p>22 MR. GONZALEZ: I'd say No. 6 too.</p>

<p style="text-align: right;">10</p> <p>1 MS. BRADEN: Right.</p> <p>2 MS. SALMON: Okay.</p> <p>3 The next property up for</p> <p>4 consideration is 329 South County Line Road.</p> <p>5 This is right next door to the house you were</p> <p>6 just looking at. It was rated historically</p> <p>7 significant in our 1999 survey.</p> <p>8 We had limited information on this</p> <p>9 house from the historical society and from past</p> <p>10 records just trying to figure out information</p> <p>11 for it but they did do a large addition that did</p> <p>12 match the existing architecture of the house.</p> <p>13 MS. BRADEN: No. 3, Tudor Revival.</p> <p>14 MS. SALMON: Any additional comments?</p> <p>15 MR. HAARLOW: Bethany, only that it was</p> <p>16 listed in the Robbins Park Historic District on</p> <p>17 the back of that sheet but it's not, right, it's</p> <p>18 on the other side of County Line?</p> <p>19 MS. SALMON: Correct. Exactly.</p> <p>20 So just to remind everyone, when</p> <p>21 the Reconnaissance Survey from 1999 was done, it</p> <p>22 was basically the foundation that set up how</p>	<p style="text-align: right;">12</p> <p>1 MS. BRADEN: I'd say No. 3 again. In</p> <p>2 my research a few years back I believe this is</p> <p>3 the only Romanesque style architecture in town.</p> <p>4 MS. SALMON: Correct. And I believe</p> <p>5 that's what it does say, I believe, in the</p> <p>6 Robbins Park I survey as well. It is certainly</p> <p>7 in the historical district.</p> <p>8 MR. HAARLOW: Right, there's a</p> <p>9 Romanesque with the rustic heated stone west of</p> <p>10 (inaudible) but that's new. I would say also</p> <p>11 criterion</p> <p>12 No. 6.</p> <p>13 John, isn't this the house where</p> <p>14 Backdraft was filmed?</p> <p>15 MS. BRADEN: Yes.</p> <p>16 MR. HAARLOW: I have had people who saw</p> <p>17 that movie, Isn't that in your hometown?</p> <p>18 MS. SALMON: The next house on the list</p> <p>19 up for consideration 117 North Garfield. If you</p> <p>20 take a look in your packet, it was considered</p> <p>21 contributing for our North East Hinsdale Survey</p> <p>22 in 2006 and then the homeowner did get from the</p>
<p style="text-align: right;">11</p> <p>1 those other subset of surveys were done later on</p> <p>2 and it was originally supposed to be potentially</p> <p>3 included in those but money was probably tight</p> <p>4 or there wasn't enough time that anything on the</p> <p>5 east side of County Line was never individually</p> <p>6 surveyed later on.</p> <p>7 MR. HAARLOW: And now all that's in the</p> <p>8 record. Thank you.</p> <p>9 MS. SALMON: We actually have the</p> <p>10 hardest time finding information on properties</p> <p>11 east of County Line because of that, but it was</p> <p>12 originally supposed to be included in the</p> <p>13 historic district. Okay.</p> <p>14 The next property up for</p> <p>15 consideration is 306 East First Street. This</p> <p>16 house was rated significant in our 1999</p> <p>17 Reconnaissance Survey, our Robbins Park I</p> <p>18 Survey, it is in the Robbins Park Historic</p> <p>19 District and there is reference in Mary Sterling</p> <p>20 Volume 1. The historical society has a lot more</p> <p>21 information on this house but we had enough here</p> <p>22 that we chose not to include it.</p>	<p style="text-align: right;">13</p> <p>1 Hinsdale Historical Society, they gave some</p> <p>2 photos of the house that they had, unfortunately,</p> <p>3 they are not dated, but they are very similar to</p> <p>4 what the house is right now.</p> <p>5 The only way we can really decide I</p> <p>6 guess what the dates of the house are from is at</p> <p>7 the bottom picture you can kind of see an old</p> <p>8 car in it, so they were trying to guesstimate</p> <p>9 when this photo might be from but we really</p> <p>10 don't know but it is pretty true to whenever</p> <p>11 that photo was taken.</p> <p>12 MS. BRADEN: Frank, what style is this?</p> <p>13 MR. GONZALEZ: I knew somebody was</p> <p>14 going to ask me that. I have no idea.</p> <p>15 CHAIRMAN BOHNEN: It was modified.</p> <p>16 MR. GONZALEZ: It was certainly</p> <p>17 modified. I don't know if that siding in the</p> <p>18 front like at the top of the third floor was</p> <p>19 actually original, it doesn't look like it.</p> <p>20 MS. BRADEN: But the roofline.</p> <p>21 MR. GONZALEZ: The roofline is the</p> <p>22 same. Call it a farmhouse.</p>

<p style="text-align: center;">14</p> <p>1 MS. BRADEN: A Belgium farmhouse.</p> <p>2 MR. GONZALEZ: Sure. Yes, it could be.</p> <p>3 Certainly it could, yes.</p> <p>4 MS. SALMON: The survey classified this</p> <p>5 as a shingle style because it probably did have</p> <p>6 some replacement siding at some point and might</p> <p>7 have had a little more of a decorative detail in</p> <p>8 that top gambrel gable area.</p> <p>9 MR. HAARLOW: Well, certainly No. 3. I</p> <p>10 do know that not the current owners but the</p> <p>11 prior owners made a point of restoring the porch</p> <p>12 to keep it that way and most of the houses on</p> <p>13 that block, except for the one immediately to</p> <p>14 the north of it, have that front porch, and so</p> <p>15 it's definitely part of that streetscape as well</p> <p>16 and Dennis Parsons has done a couple of houses</p> <p>17 on that block as well in the last 25 years and</p> <p>18 they all have front porches too.</p> <p>19 MS. BRADEN: I agree with No. 3.</p> <p>20 MS. SALMON: Okay.</p> <p>21 The next house up for consideration</p> <p>22 is 735 South Garfield Avenue. This house is</p>	<p style="text-align: center;">16</p> <p>1 Places. This is another property where I did</p> <p>2 have to scale back the amount of information we</p> <p>3 have on this property.</p> <p>4 MS. BRADEN: I would say definitely</p> <p>5 No. 3, No. 6 for civic pride, as well as No. 5.</p> <p>6 This was the center of a big shift</p> <p>7 in preservation in Hinsdale and a lot of special</p> <p>8 people banded together to save this, including</p> <p>9 one, Mrs. Bohnen saved this church.</p> <p>10 MS. SALMON: Okay. No. 3, No. 5 and</p> <p>11 No. 6.</p> <p>12 The next house up for consideration</p> <p>13 is 718 South Lincoln Street. This property, per</p> <p>14 our 1999 survey, was potentially contributing.</p> <p>15 It was just outside the boundaries of some of</p> <p>16 the surveys that were done after but we were</p> <p>17 lucky, as you heard from the homeowner earlier</p> <p>18 during the public hearing, that we have had</p> <p>19 additional information provided by them as well</p> <p>20 as the historical society so that is included in</p> <p>21 the packet for review.</p> <p>22 I will say that they did give us an</p>
<p style="text-align: center;">15</p> <p>1 also designated historic local landmark and it</p> <p>2 was rated significant on our past historic</p> <p>3 surveys and it was also designed by William</p> <p>4 Barfield who has done quite a few buildings in</p> <p>5 Hinsdale.</p> <p>6 MR. GONZALEZ: You can say 3.</p> <p>7 MR. HAARLOW: For several reasons, yes.</p> <p>8 MR. GONZALEZ: Right. Well, 4.</p> <p>9 MS. BRADEN: Sure.</p> <p>10 MR. GONZALEZ: It's a no-brainer.</p> <p>11 MS. SALMON: Okay. Criteria 3 and 4.</p> <p>12 MR. GONZALEZ: Yes.</p> <p>13 MS. SALMON: The next house or the next</p> <p>14 property up for consideration is 302 South Grant</p> <p>15 Street.</p> <p>16 This property is formerly the</p> <p>17 Immanuel Evangelical Church now formally called</p> <p>18 Immanuel Hall. That is where the Hinsdale</p> <p>19 Historical Society operates their archives out</p> <p>20 of. It is also a designated landmark. It's</p> <p>21 rated significant on our past surveys and it is</p> <p>22 listed on the National Register of Historic</p>	<p style="text-align: center;">17</p> <p>1 old photo, which you can kind of see here, and I</p> <p>2 suspect just looking at this photo, this is</p> <p>3 probably not even the oldest photo on the house</p> <p>4 available but we do anticipate it was built</p> <p>5 somewhere between 1890 and 1903.</p> <p>6 MR. HAARLOW: Certainly No. 3.</p> <p>7 MS. BRADEN: Okay. No. 3.</p> <p>8 MR. GONZALEZ: Yes.</p> <p>9 MS. SALMON: Okay.</p> <p>10 The next house up for consideration</p> <p>11 is 121 South Monroe Street. This is another</p> <p>12 property where we had not found anything</p> <p>13 included in past historic surveys. It wasn't in</p> <p>14 the Reconnaissance Survey. It wasn't in any of</p> <p>15 the other surveys that have been done, it's just</p> <p>16 outside of some of the more subset surveys.</p> <p>17 We did get additional information</p> <p>18 by the homeowner and based on that information</p> <p>19 we think the house was built probably between</p> <p>20 1909 and 1910. They did have some research that</p> <p>21 was done by the Hinsdale Historical Society</p> <p>22 where they kind of tracked who the subsequent</p>

<p style="text-align: right;">18</p> <p>1 owners were, ownership and kind of some</p> <p>2 background that was included here but we</p> <p>3 couldn't find much more out in village files.</p> <p>4 I did pull the -- the last page is</p> <p>5 the information by the Downers Grove Township</p> <p>6 Assessor's office where they have kind of</p> <p>7 tracked in their assessment this is the best we</p> <p>8 can find of what they think has been changed to</p> <p>9 the building since and it does look like the</p> <p>10 front porch maybe was changed at one point.</p> <p>11 Looks like it was original front porch in the</p> <p>12 late 1800s when it may have been constructed and</p> <p>13 that was rebuilt or maybe resided in 2011.</p> <p>14 MR. GONZALEZ: It says Tudor Revival.</p> <p>15 I see it more Romanesque by just the shape, the</p> <p>16 pitch on the roof. Tudor's are very easy to</p> <p>17 identify.</p> <p>18 MS. SALMON: That might be a typo.</p> <p>19 MR. GONZALEZ: It might be Romanesque</p> <p>20 Revival, simplistic Romanesque.</p> <p>21 MS. SALMON: That's a typo.</p> <p>22 MR. HAARLOW: No. 3.</p>	<p style="text-align: right;">20</p> <p>1 this project and I know the owner spent</p> <p>2 significant time and was very helpful on</p> <p>3 renovating this home.</p> <p>4 MR. HAARLOW: No. 3.</p> <p>5 MS. SALMON: The next house up for</p> <p>6 consideration is 108 East Walnut Street. The</p> <p>7 Reconnaissance Survey called this house</p> <p>8 significant. A different survey called it</p> <p>9 potentially significant. It's got a French</p> <p>10 Eclectic style and we kind of tried to pull as</p> <p>11 much information as we had on this.</p> <p>12 It's unclear why the second survey</p> <p>13 called it potentially significant, they didn't</p> <p>14 quite cite why, and in talking with the</p> <p>15 homeowner, we couldn't quite figure it out</p> <p>16 either. It might have to do with this rear</p> <p>17 addition. But there weren't significant changes</p> <p>18 because it does appear that that garage may have</p> <p>19 always been there. So we are not a hundred</p> <p>20 percent sure. And the rear addition is</p> <p>21 invisible from the street so it's unclear.</p> <p>22 MS. BRADEN: No. 3.</p>
<p style="text-align: right;">19</p> <p>1 MR. GONZALEZ: Yes.</p> <p>2 MS. BRADEN: I'm good with No. 3.</p> <p>3 MS. SALMON: Okay.</p> <p>4 The next home up for consideration</p> <p>5 is 17 East Seventh Street. This is rated</p> <p>6 significant on our past surveys. It's a French</p> <p>7 Eclectic style built maybe around 1935.</p> <p>8 MS. BRADEN: No. 3.</p> <p>9 MS. SALMON: No. 3. Okay.</p> <p>10 MR. GONZALEZ: Yes, 3 is fine.</p> <p>11 MS. SALMON: The next home up for</p> <p>12 consideration is 218 East Sixth Street. This</p> <p>13 house is Colonial Revival, was designed by Van</p> <p>14 Gunter & Van Gunter. It's called the John H.</p> <p>15 Crowell house. It was considered contributing</p> <p>16 in both of our past surveys. There is a recent</p> <p>17 rear addition. The current homeowners put quite</p> <p>18 a significant investment in this, it's not</p> <p>19 visible from the street, but they did match the</p> <p>20 historic character of the house.</p> <p>21 MR. GONZALEZ: 3.</p> <p>22 MS. BRADEN: I know the builder who did</p>	<p style="text-align: right;">21</p> <p>1 MS. SALMON: And then the last house up</p> <p>2 for consideration for today is 304 South</p> <p>3 Washington Street. This house is rated</p> <p>4 significant by our past surveys, was included in</p> <p>5 Mary Sterling's Hinsdale historic home book and</p> <p>6 is currently listed for sale.</p> <p>7 MR. HAARLOW: Classic four over four.</p> <p>8 No. 3.</p> <p>9 MS. SALMON: That's all the properties</p> <p>10 for consideration tonight.</p> <p>11 CHAIRMAN BOHNEN: Okay. So motion to</p> <p>12 close the public hearing now. May I have a</p> <p>13 motion, please.</p> <p>14 MR. HAARLOW: I'll move to close public</p> <p>15 hearing for Case HPC-4-2023, consideration of</p> <p>16 properties for inclusion on the historically</p> <p>17 significant properties list in the historic</p> <p>18 overlay district.</p> <p>19 MR. GONZALEZ: Second.</p> <p>20 CHAIRMAN BOHNEN: Roll call vote,</p> <p>21 please.</p> <p>22 MS. SALMON: Commissioner Gonzalez?</p>

<p style="text-align: center;">22</p> <p>1 MR. GONZALEZ: Aye.</p> <p>2 MS. SALMON: Commissioner Braden?</p> <p>3 MS. BRADEN: Aye.</p> <p>4 MS. SALMON: Commissioner Haarlow?</p> <p>5 MR. HAARLOW: Aye.</p> <p>6 MS. SALMON: Chairman Bohnen?</p> <p>7 CHAIRMAN BOHNEN: Aye.</p> <p>8 Do we have a motion for</p> <p>9 recommendation to the village board?</p> <p>10 MR. HAARLOW: I move to recommend to</p> <p>11 the village board approval of the following</p> <p>12 properties for inclusion on the historically</p> <p>13 significant structures property list in the</p> <p>14 historic overlay district, Case HPC-4-2023.</p> <p>15 MS. SALMON: I can read the addresses</p> <p>16 if you'd like me to. We have 137 North Clay</p> <p>17 Street, 15 South Clay Street, 321 South County</p> <p>18 Line Road, 329 South County Line Road, 306 East</p> <p>19 First Street, 117 North Garfield Avenue, 735</p> <p>20 South Garfield Avenue, 302 South Grant Street,</p> <p>21 718 South Lincoln Street, 121 South Monroe</p> <p>22 Street, 17 East Seventh Street, 218 East Sixth</p>	<p style="text-align: center;">24</p> <p>1 hearing. May I have a motion to close.</p> <p>2 MS. SALMON: We already closed the</p> <p>3 public hearing. So we can move on to the next</p> <p>4 item. We have one more public hearing.</p> <p>5 (WHICH, were all of the</p> <p>6 proceedings had, evidence</p> <p>7 offered or received in the</p> <p>8 above entitled cause.)</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p>
<p style="text-align: center;">23</p> <p>1 Street, 108 East Walnut Street and 304 South</p> <p>2 Washington Street.</p> <p>3 MS. BRADEN: Bethany, I just think that</p> <p>4 the 218 East Sixth, I believe you said Sixteen</p> <p>5 for the record.</p> <p>6 MS. SALMON: 218 East Sixth Street.</p> <p>7 Thank you.</p> <p>8 CHAIRMAN BOHNEN: May I have a second,</p> <p>9 please.</p> <p>10 MS. BRADEN: Second.</p> <p>11 CHAIRMAN BOHNEN: Roll call vote,</p> <p>12 please.</p> <p>13 MS. SALMON: Commissioner Gonzalez?</p> <p>14 MR. GONZALEZ: Aye.</p> <p>15 MS. SALMON: Commissioner Braden?</p> <p>16 MS. BRADEN: Aye.</p> <p>17 MS. SALMON: Commissioner Haarlow?</p> <p>18 MR. HAARLOW: Aye.</p> <p>19 MS. SALMON: Chairman Bohnen?</p> <p>20 CHAIRMAN BOHNEN: Aye. The motion</p> <p>21 carries.</p> <p>22 Okay. Now we can close the public</p>	<p style="text-align: center;">25</p> <p>STATE OF ILLINOIS)</p> <p style="text-align: center;">) ss:</p> <p>COUNTY OF DU PAGE)</p> <p>I, KATHLEEN W. BONO, Certified Shorthand Reporter, Notary Public in and for the County DuPage, State of Illinois, do hereby certify that previous to the commencement of the examination and testimony of the various witnesses herein, they were duly sworn by me to testify the truth in relation to the matters pertaining hereto; that the testimony given by said witnesses was reduced to writing by means of shorthand and thereafter transcribed into typewritten form; and that the foregoing is a true, correct and complete transcript of my shorthand notes so taken aforesaid.</p> <p>IN TESTIMONY WHEREOF I have hereunto set my hand and affix my electronic signature this 18th day of April, A.D. 2023.</p> <p style="text-align: center;"></p> <p style="text-align: center;">KATHLEEN W. BONO C.S.R. No. 84-1423 Notary Public, DuPage County</p>

KATHLEEN W. BONO, CSR 630-834-7779

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REQUEST FOR BOARD ACTION

Community Development

AGENDA SECTION: First Reading – ZPS

SUBJECT: Consideration of Properties for Inclusion on the Historically Significant Structures Property List in the Historic Overlay District – 309 E. Chicago Avenue – Case HPC-1-2023

MEETING DATE: May 16, 2023

FROM: Bethany Salmon, Village Planner

Recommended Motion

Approve an Ordinance Approving a Property within the Historic Overlay Zoning District for Inclusion on the Historically Significant Structures Property List - 309 E. Chicago Avenue

Summary

The purpose of this request is to consider approval of 309 E. Chicago Avenue for inclusion on the Historically Significant Structures Property List within the Historic Overlay District from the Village of Hinsdale, in accordance with the regulations listed in Section 14-7-3 of Title 14 of the Village Code.

The Historic Preservation Commission reviewed forty-seven (47) properties for consideration on the Historically Significant Structures Property List within the Historic Overlay District at a public hearing on February 1, 2023 in accordance with the regulations listed in Section 14-7-3 of Title 14 of the Village Code. All of the properties are located in the established Historic Overlay District, included in Exhibit 1. Property owners have given consent to be listed on the Historically Significant Structures Property List.

The Commission recommended approval of forty-six (46) of the forty-seven (47) properties for inclusion on the List on February 1, 2023. On March 16, 2023, the Village Board approved Ordinance No. O2023-06, which approved these forty-six (46) properties for official inclusion on the List.

The Historic Preservation Commission continued the public hearing to review additional information on the final property, 309 E. Chicago Avenue. Given the recent substantial exterior renovations to this house, the Commission requested additional information be researched and provided at the next meeting to help determine if any criteria in Section 14-7-3(B) of the Village Code are met to include the house on the List. A public hearing was held on April 5, 2023, where additional information was reviewed and the Commission recommended approval of the property for inclusion on the Historically Significant Structures Property List. Please refer to the “Meeting History” section below for further details on the discussion at the public hearing.

A summary table describing the property is included in Exhibit 2 that lists the address, date of construction, architectural style, architect, historic name, historic significance rating according to past historic surveys completed by the Village, land use, zoning district, and any other detailed information where available. Ratings for historic significance are based on past historic surveys completed by the Village from 1999 to 2007. Exhibit 2 also includes the specific eligibility criteria listed in Section 14-7-3(B) that the Historic Preservation Commission determined is met at the public hearing on April 5, 2023.

The definitions and evaluation information for the historic significance ratings based on past historic surveys are included in Exhibit 3. The criteria set forth in Section 14-7-3(B) is included in Exhibit 4.

Detailed property information for 309 E. Chicago Avenue is provided in Exhibit 5. The Village was unable to locate an original permit for the house on file. Per the 2002 Robbins Park I Survey, the house was estimated to be built circa 1890 and the stucco cladding is not original to the house. The Downers Grove Township Assessor property data estimates that the house was constructed in 1907. Per Village permit files, in 1960, a new detached garage was constructed. In 1981, the one-story addition on the east side of the house was approved for construction. The property owner provided building elevations, a rendering, and a site plan showing the recent exterior renovations for the Commission to review. The owner made field changes to the plans, including changes to windows and the removal of a proposed balcony. Other changes include alterations to the front/side porch, installation of new roofing and windows, installation of a rear deck and side staircase, and the removal of stucco and installation of black Hardie Board horizontal siding on the majority of the exterior, with vertical siding accent areas on the two-story bay window and other building areas. Exterior alterations to building should be evaluated in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties & the Standards for Rehabilitation (Exhibit 6).

Per the Village Code, the Historic Preservation Commission shall review individual property information presented at a public hearing, determine if each property possesses one or more of the criteria set forth in Section 14-7-3(B), on Exhibit 4, and make a recommendation to the Board of Trustees as to whether each should be included on the Historically Significant Structures Property List. The Board of Trustees shall consider the recommendations of the Historic Preservation Commission and may approve or deny the inclusion of each property on the Historically Significant Structures Property List. The Board of Trustees may also remand the List, or individual properties on the List, to the Historic Preservation Commission for further consideration or for additional information without further public hearing.

Background

On September 20, 2022, the Village Board approved the following ordinances establishing a Historic Overlay District to assist property owners with the preservation, restoration, and rehabilitation of historically significant properties throughout the Village:

- Ordinance No. 2022-27: Ordinance Creating a New Part II (Historic Overlay District (HOD)) in Article VIII (Overlay Districts) of the Hinsdale Zoning Code to Establish a Historic Preservation Overlay District, making related Zoning Code Changes, and Amending Various Provisions of Title 14 (Historic Preservation) of the Village Code of Hinsdale relative to the Historic Preservation Overlay District
- Ordinance No. 2022-28: Ordinance Amending the Official Zoning Map of the Village of Hinsdale to Create a New Historic Overlay Zoning District

Owners of properties included on the Historically Significant Structures Property List may be eligible for different voluntary preservation incentives to help with exterior improvements, the construction of a building addition, or other historic preservation projects, including:

- Access to flexible alternative zoning regulations that not are afforded to new construction, including the waiving of floor area ratio (FAR) and building height, reduced setbacks, and increased lot coverage
- Permit and application fee waivers
- Expedited processing of applications
- A property tax rebate for the Village portion of a tax bill
- Matching grant funds

Meeting History

Historic Preservation Commission – Public Hearing – 2/1/2023: Forty-seven (47) properties were reviewed for consideration on the Historically Significant Structures Property List at a public hearing held on February 1, 2023. No members of the public spoke during the public hearing. The Historic Preservation Commission reviewed the information included in the packet and determined if each property possesses one or more of the criteria set forth in Section 14-7-3(B) of the Village Code.

By a vote of six (6) ayes and zero (0) nays, with one (1) absent, the Historic Preservation Commission recommended to the Village Board approval of forty-five (45) properties for Inclusion on the Historically Significant Structures Property List in the Historic Overlay District under Case HPC-01-2023.

A separate motion was made for two (2) properties – 239 E. Walnut Street and 309 E. Chicago Avenue.

For 239 E. Walnut Street, a separate motion was made for this property because Commissioner Shannon Weinberger is the property owner and recused herself from the vote on her house. By a vote of five (5) ayes, zero (0) nays, one (1) abstain, and with one (1) absent, the Historic Preservation Commission recommended to the Village Board approval of 239 E. Walnut Street for Inclusion on the Historically Significant Structures Property List in the Historic Overlay District under Case HPC-01-2023.

For 309 E. Chicago Avenue, given the recent substantial exterior renovations to this house, the HPC requested additional information be researched and provided at the next meeting to help determine if criteria in Section 14-7-3(B) of the Village Code are met to include the house on the List. By a vote of six (6) ayes and zero (0) nays, with one (1) absent, the Historic Preservation Commission moved to continue the public hearing for Case HPC-02-2023 for the consideration of the property located at 309 E. Chicago Avenue to the next regular meeting on March 1, 2023.

Historic Preservation Commission – Public Hearing – 4/5/2023: 309 E. Chicago was reviewed by the Historic Preservation Commission at a continued public hearing held on April 5, 2023. At the public hearing, staff provided a brief overview of the additional information found on 309 E. Chicago Avenue. The homeowner also provided information on recent changes made to the structure. Staff reported that some field changes were made to the elevation plans provided, such as a balcony shown on the plans was not installed. Staff also shared some concerns shared from absent Commissioners Prisby and Weinberger about including the home on the list due to the significant changes made.

Commissioners discussed if the property met the criteria for inclusion. The concerns of the absent Commissioners were noted. Commissioners also stated appreciation that the home was saved rather than demolished. Commissioners stated that they should not limit homes being modernized and demonstrate some flexibility in design. It was noted that other homes that were significantly altered were recently approved by the Commission for inclusion on the List. The style of the home was then discussed.

After some discussion, the Commission determined that the house met criteria 3 – the property embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction.

By a vote of four (4) ayes and zero (0) nays, with three (3) absent, the Historic Preservation Commission recommended to the Village Board approval of 309 E. Chicago Avenue for Inclusion on the Historically Significant Structures Property List in the Historic Overlay District under Case HPC-1-2023.

Review Process

Pursuant to Chapter 7 of Title 14 of the Village Code, the Historic Preservation Commission shall, using existing Village studies, historical materials and maps, and their own expertise, consider additional properties for inclusion on the Historically Significant Structures Property List at a public hearing or hearings pursuant to the procedures set forth in Section 14-1-4(C) of Title 14.

Public notice was provided in *The Hinsdalean* on January 12, 2023. The Historic Preservation Commission shall determine whether each property possesses one or more of the criteria set forth in Section 14-7-3(B) and make a recommendation to the Board of Trustees as to whether each property included on the Initial List should be included on the Historically Significant Structures Property List. The recommendation of the Historic Preservation Commission shall be forwarded to the Board of Trustees for consideration.

The Board of Trustees shall consider the recommendations of the Historic Preservation Commission and may approve or deny the inclusion of each property on the List. The Board of Trustees may also remand the Initial List, or individual properties on the Initial List, to the Historic Preservation Commission for further consideration or for additional information without further public hearing.

Properties may be added or removed from the List at any point in time in accordance with the process listed in Section 14-7-3 of the Village Code. Property owners will be notified if their homes are included on the proposed Historically Significant Structures Property List. A Notice of Historically Significant Property will be recorded against the title of each property approved for inclusion on the Historically Significant Property List to help make future property owners aware of the availability of preservation incentives offered by the Village. Applying for and utilizing any preservation incentive is voluntary.

Village Board and/or Committee Action

N/A

Documents Attached

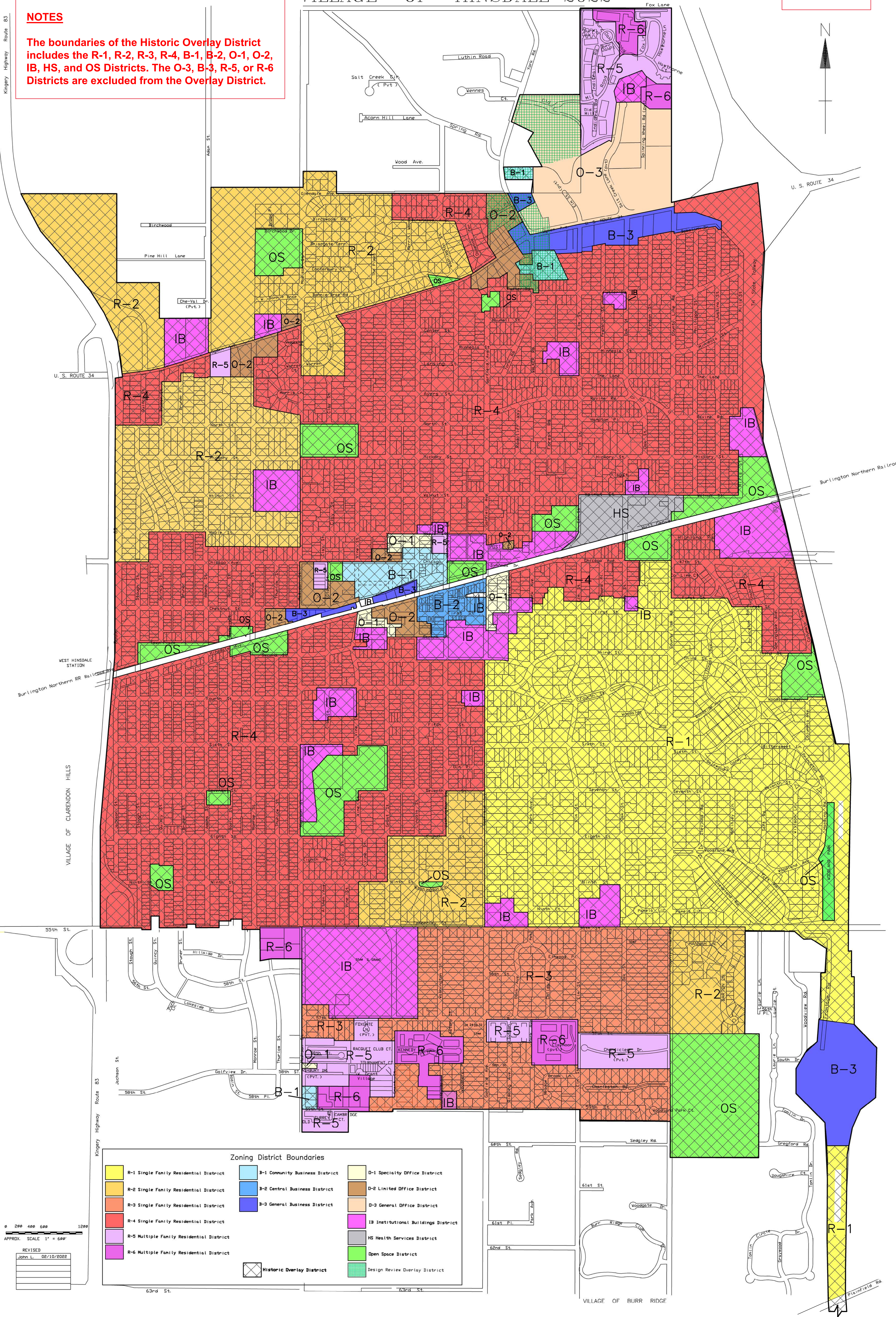
1. Exhibit 1: Hinsdale Zoning Map & Historic Overlay District Map
2. Exhibit 2: Summary Table of Properties to be Considered for Inclusion on the Historically Significant Structures Property List and HPC's Determination for Criteria Met
3. Exhibit 3: Hinsdale Historic Surveys - Evaluation Information / Definitions
4. Exhibit 4: Review Criteria for Properties on the Historically Significant Structures Property List - Village Code Title 14, Chapter 7, Section 14-7-3(B)
5. Exhibit 5: Detailed Information for Properties to be Considered for Inclusion on the Historically Significant Structures Property List
6. Exhibit 6: The Secretary of the Interior's Standards for Rehabilitation
7. Exhibit 7: Draft Ordinance
8. Exhibit 8: Historic Preservation Commission Public Hearing Transcript – April 5, 2023

VILLAGE OF HINSDALE 2022

Exhibit 1

NOTES

The boundaries of the Historic Overlay District includes the R-1, R-2, R-3, R-4, B-1, B-2, O-1, O-2, IB, HS, and OS Districts. The O-3, B-3, R-5, or R-6 Districts are excluded from the Overlay District.



Zoning District Boundaries			
R-1 Single Family Residential District	B-1 Community Business District	O-1 Specialty Office District	
R-2 Single Family Residential District	B-2 Central Business District	O-2 Limited Office District	
R-3 Single Family Residential District	B-3 General Business District	O-3 General Office District	
R-4 Single Family Residential District		IB Institutional Buildings District	
R-5 Multiple Family Residential District		HS Health Services District	
R-6 Multiple Family Residential District		OS Open Space District	
	Historic Overlay District	Design Review Overlay District	

Full Address	Date Constructed	Architectural Style	Architect	Historic Name	Historic Significance	Land Use	Zoning District	PIN(s)	County	Review Criteria Met Per Section 14-7-3(B) - HPC Public Hearing Recommendation 4/5/2023
309 E. Chicago Avenue	c. 1890	Queen Anne			Reconnaissance Survey (1999) - Significant; Robbins Park I Survey (2002) - Contributing; Significant renovations in 2022-2023	Single-Family	R-4	09-01-420-014	DuPage	3

Hinsdale Historic Surveys – Evaluation Information & Ratings Definitions

Selected areas of the community have been surveyed in the past to help determine the historic significance of properties in the Village. These surveys include the Reconnaissance Survey (1999), the Town of Hinsdale Survey (2001), the Robbins Park I Survey (2002), the Downtown Commercial District (2003), the North Hinsdale Survey (2005), the North East Hinsdale Survey (2006), and the Robbins Park II Survey (2007).

If available, information collected from these surveys has been included for the properties being considered for the Historically Significant Structures Property List to determine eligibility for inclusion on the List.

The survey sheets include a data form on each principal structure with such information as the building's use, condition, integrity, architectural style, construction date, architect or builder (if known), architectural features, and alterations. Photographs were taken of the main street façade of the building and any secondary structures on the site. Each building also receives a local rating, described below.

The architectural integrity assesses what alterations to the original historic structure had occurred. Structures were considered unaltered if all or almost all of their historic features and materials were in place. Minor alterations are those considered by the field surveyor to be reversible. Generally, aluminum, vinyl, or other siding installed over original wood clapboard siding is considered a reversible alteration. Major alterations include irreversible changes and additions. These could include porches and other architectural detailing that have been completely removed and for which there is no actual physical evidence or photo documentation to accurately reproduce them; window changes in which the original window opening size has been altered and there is no evidence of the original sash configuration and material; and large, unsympathetic additions visible from the street that greatly compromise the historic character of a house.

The surveys rate and use various classifications to determine the significance of a structure. The surveys classifies buildings as follows:

- **Local Significance** – Buildings were evaluated based on the criteria for architectural significance as stated in the Hinsdale Historic Preservation Ordinance (Village Code, Title 14, Section 14-3-1) and the factors listed below.
 - **Significant (S)**: Indicates that the building may be eligible for listing as a local landmark and have local architectural importance to the community. Buildings are generally not considered locally significant if it has more than minor alterations, or if it had alterations that were considered irreversible. The following factors determine this rating:
 - **Age**. Must be at least 50 years old.
 - **Architectural Merit**. Must possess architectural distinction in one of the following when compared with other buildings of its type: architectural style or type valuable for a study of a period, style, method of construction, or use of indigenous materials; exceptional craftsmanship; work of a master builder or architect.
 - **Integrity**. Must have a high degree of integrity in its design, materials, workmanship, setting, location, feeling, and association, for example, most architectural detailing in place; no historic materials or details covered up; no unsympathetic and/or overpowering additions. In some cases buildings with modern siding materials were included if it was determined the siding could be removed
 - **Contributing (C)**: Indicates that it is considered a contributing building in the locally designated historic district. These building are generally not individually architecturally distinctive by have identifiable characteristics of a historic building and contribute to the character of a locally designated historic district. The following factors determine this rating:
 - **Age**. Must be at least 50 years old.

- Architectural Merit. Does not necessarily possess individual distinction, but is a historic structure with the characteristic design and details of its period.
- Integrity. May have a moderate degree of integrity, but is of a common design with no particular architectural distinction to set it apart from others of its type.
- Non-Contributing (NC): Indicates a non-contributing building in the local historic district. Integrity, that is, the degree of original design and historic material remaining in place, was factored into the evaluation. These are generally buildings have are non-historic or have been so altered that they are no longer recognized as historic. The following factors determine this rating:
 - Age. Buildings less than 50 years old.
 - Integrity. Any building at least 50 years old whose integrity is so poor that all historic materials and details are missing or completely covered up and its historic massing and/or roofline cannot be discerned. Poor integrity was present if all these factors were missing: original shape and/or massing; original siding; original windows and window openings; original architectural detail and trim.
- National Register of Historic Places Rating – Buildings were analyzed for potential individual National Register of Historic Places listing in consultation with the National Register Coordinator of the Illinois Historic Preservation Agency. An "N" (no) indicates that it would not. "Criteria" refers to the National Register criteria that were considered. A "Y" (yes) indicates that the surveyed building likely would be a good candidate for individual listing on the National Register. The sub-ratings are defined as follows:
 - Eligible for Individual Listing (Y or N): Must be a site, building, structure, or object that is at least 50 years old (unless it has achieved exceptional significance) and meets one of the following criteria: (a) it is associated with events that have made a significant contribution to the broad patterns of our history; (b) it may be associated with the lives of persons significant in our past; (c) it is architecturally significant, that is, embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction. It must also possess integrity of location, design, setting, materials, workmanship, feeling, and association.
 - Contributing to a Historic District (C):
 - Age. Must have been built or standing during the period of historic significance.
 - Integrity. Any building that possesses enough integrity to still be identified as historic.
 - Non-contributing to a Historic District (NC):
 - Age. Any building or secondary structure built after the period of significance or less than 50 years old.
 - Integrity. Any structure that has been so completely altered within the last 50 years that it is no longer recognizable as historic.
- Other Notations: The notations under "listed on existing survey" include IHSS, which indicates the building was included in the Illinois Historic Structures Survey, completed by the State Historic Preservation Office in the early 1970s, or NRHP, which indicates that the building is individually listed on the National Register of Historic Places. There is also a field entitled Landmark List, which includes the following additional notations:
 - Arch Gems: Property noted in "The Village of Hinsdale: Architectural Gems," a 1995 brochure published by the Hinsdale Architectural Society.
 - Arch Walks: Property noted in "The Village of Hinsdale: Architectural Walks," a 1995 brochure published by the Hinsdale Architectural Society.
 - DCHI: Listed in the *DuPage County Cultural and Historical Inventory*.
 - HHS/plaque: Awarded a plaque by the Hinsdale Historical Society.
 - HHSF: Property has an individual file at the Hinsdale Historical Society.
 - HTB: Property mentioned in "Hinsdale the Beautiful," *Campbell's Illustrated Journal*, November 1897.
 - Zook: Listed in an unpublished inventory of homes in Hinsdale built by architect R. Harold Zook.

**VILLAGE CODE TITLE 14 - HISTORIC PRESERVATION
CHAPTER 7 - HISTORIC OVERLAY DISTRICT**

14-7-3: HISTORICALLY SIGNIFICANT STRUCTURES PROPERTY LIST:

B. Review Criteria. In order for a property to be deemed to host a Historically Significant Structure and be included on the Historically Significant Structures Property List, a property must be located within the Historic Overlay District and meet one (1) or more of the following criteria:

1. The property or one (1) or more structures on the property are associated with events that have made a significant contribution to the broad patterns of our history;
2. The property or one (1) or more structures on the property are associated with the lives of persons significant in our past;
3. One (1) or more structures on the property embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction;
4. The property or one (1) or more structures on the property yields, or may be likely to yield, information important to history or prehistory;
5. The property or one (1) or more structures on the property has significance in local, regional, state or national history, architecture, archeology, engineering or culture; or
6. The property or one (1) or more structures on the property is a source of civic pride or identity for the community.

HISTORICALLY SIGNIFICANT STRUCTURES PROPERTY LIST
PROPERTY INFORMATION SHEET

Address 309 E. Chicago Avenue	
County DuPage	
PIN / Parcel Number 09-01-420-014	
Zoning District R-4 Single Family Zoning District	
Land Use Single Family	
Historic Name N/A	
Architect N/A	
Date Constructed c. 1890	
Architectural Style Queen Anne	
Past Historic Surveys / Historic Significance <ul style="list-style-type: none"> • Reconnaissance Survey (1999) - Significant • Robbins Park I Survey (2002) - Contributing • Significant exterior renovations in 2022/2023 	

Village of HINSDALE

ILLINOIS URBAN ARCHITECTURAL AND HISTORICAL SURVEY

STREET #	309
DIRECTION	E
STREET	CHICAGO
ABB	AV
PIN	
LOCAL SIGNIFICANCE RATING	C
POTENTIAL IND NR? (Y or N)	N
CRITERIA	
Contributing to a NR DISTRICT?	C
Contributing secondary structure?	NC
Listed on existing SURVEY?	



GENERAL INFORMATION

CATEGORY	building	CURRENT FUNCTION	Domestic - single dwelling
CONDITION	good	HISTORIC FUNCTION	Domestic - single dwelling
INTEGRITY	minor alterations and addition(s)	REASON for SIGNIFICANCE	If not for the stucco siding and side one story addition; this Queen Anne style house would be rated significant.
SECONDARY STRUCTURE	detached garage		
SECONDARY STRUCTURE			

ARCHITECTURAL DESCRIPTION

ARCHITECTURAL CLASSIFICATION	Queen Anne	PLAN	rectangular
DETAILS		NO OF STORIES	2
DATE of construction	c. 1890	ROOF TYPE	Cross gable
OTHER YEAR		ROOF MATERIAL	Asphalt - shingle
DATESOURCE	surveyor	FOUNDATION	Parged
WALL MATERIAL (current)	Stucco	PORCH	Front entry
WALL MATERIAL 2 (current)		WINDOW MATERIAL	wood
WALL MATERIAL (original)	Wood	WINDOW MATERIAL	
WALL MATERIAL 2 (original)		WINDOW TYPE	double hung
		WINDOW CONFIG	1/1
SIGNIFICANT FEATURES	2 story front bay window; front dormer with conical roof; recessed front entry porch under a cat slide roof		
ALTERATIONS	Stucco cladding; replacement front porch supports; one story east side addition (1981); rebuilt chimney		

HISTORIC INFORMATION

HISTORIC NAME	
COMMON NAME	
PERMIT NO	6113; 11360
COST	
ARCHITECT	
ARCHITECT2	
BUILDER	
ARCHITECT SOURCE	



HISTORIC
INFO

--

LANDSCAPE

House is on a busy residential
avenue; side driveway; front
sidewalks; mature trees

--

PHOTO INFORMATION

ROLL1	6
FRAMES1	27-28
ROLL2	
FRAMES2	
ROLL3	
FRAMES3	
DIGITAL PHOTO ID	

SURVEY INFORMATION

PREPARER	Jennifer Kenny
PREPARER ORGANIZATION	Historic Certification Consultants
SURVEYDATE	7/10/02
SURVEYAREA	Robbins

309 E. Chicago – Changes to Building Elevations Under Current Renovation Project - Plans Provided by Property Owner



Rendering of Front / South Elevation



PROPOSED SOUTH ELEVATION 2
1/4" = 1'-0"

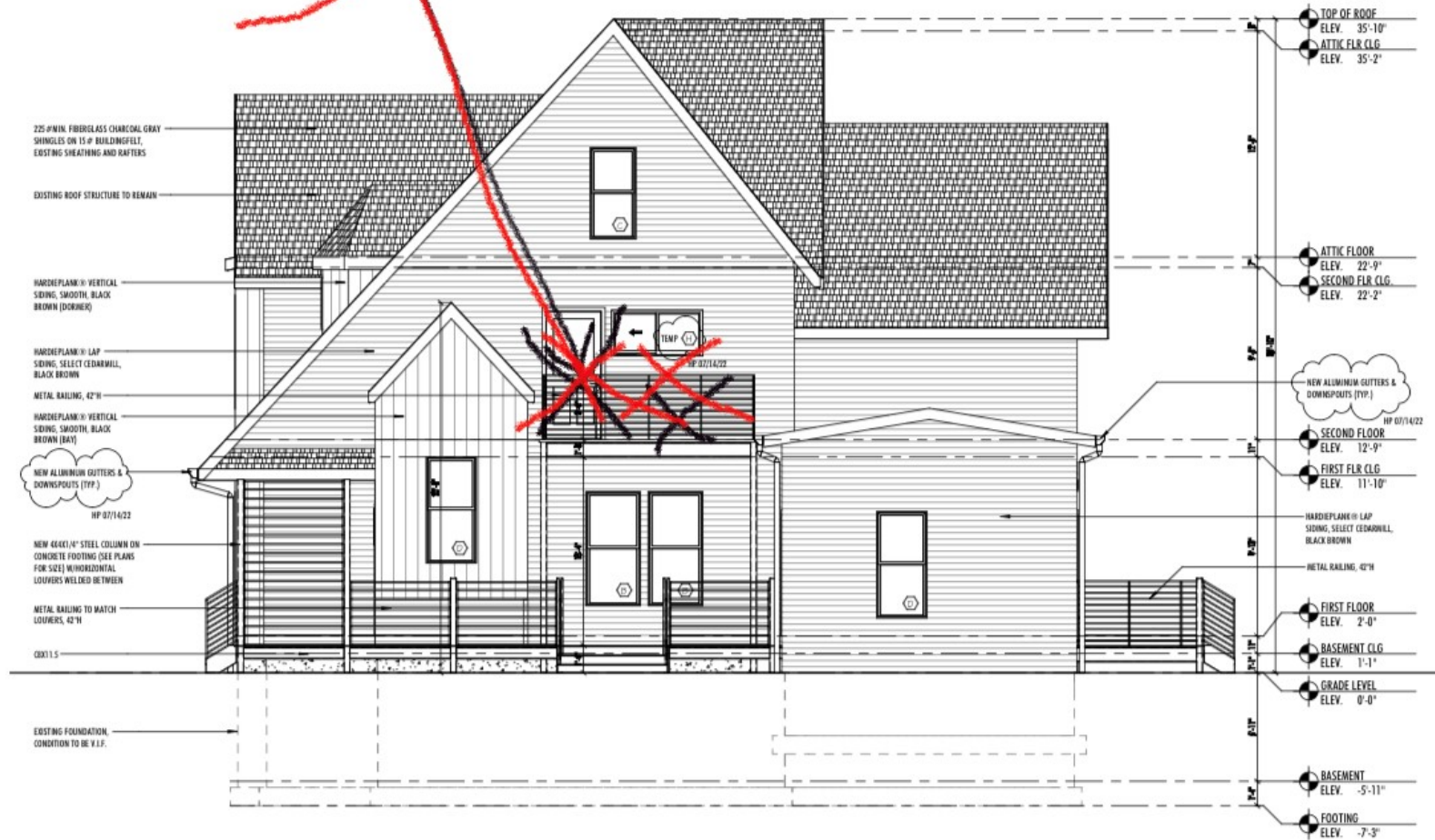


Front / South Elevation



Front / South With Partial East / Side Elevation

~~NO BALCONY~~



PROPOSED EAST ELEVATION 1
1/4" = 1'-0"



West Elevation



West Elevation





SCALE:
1" = 20'

1' 10' 20'

R&R SurveyorS,LTD.

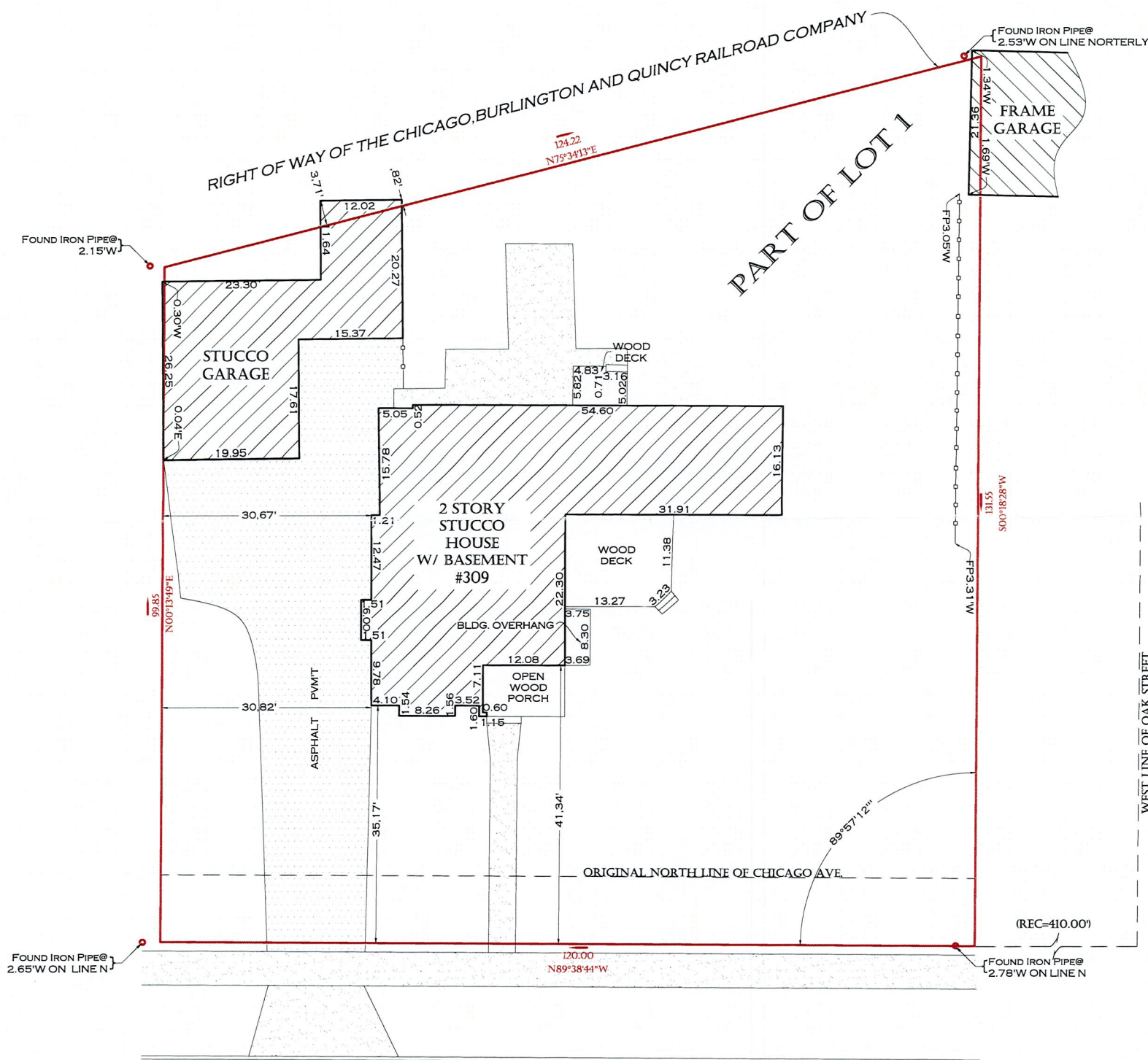
CONSTRUCTION AND LAND SURVEYORS
P.O. BOX 412 WAUCONDA, IL 60084
TEL: (773) 450-9321 FAX: (773) 956-7217
ACCURATEA@ATT.NET

PLAT OF SURVEY

THAT PART OF BLOCK 10 AND OF THE VACATED PORTION OF CHICAGO AVENUE ADJOINING SAID BLOCK 10 TO THE SOUTH IN ALFRED WALKERS ADDITION TO THE TOWN OF HINSDALE BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 1 AND PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 5, 1868 AS DOCUMENT 9611, IN DUPAGE COUNTY, ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF CHICAGO AVENUE, (AS LOCATED AND ESTABLISHED IN THE YEAR 1944) 410 FEET WEST OF THE WEST LINE OF OAK STREET AS MEASURED ON SAID NORTH LINE OF CHICAGO AVENUE: THENCE WEST ALONG SAID NORTH LINE OF CHICAGO AVENUE 120.00 FEET: THENCE NORTH PARALLEL WITH WEST LINE OF OAK STREET, 99.86 FEET TO THE SOUTH LINE OF THE RIGHT OF WAY OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY, (AS LOCATED AND ESTABLISHED IN THE YEAR 1944); THENCE NORTHEASTERLY ALONG SOUTH LINE OF THE SAID RIGHT OF WAY TO A POINT ON A LINE WHICH IS 410.00 FEET WEST OF AND PARALLEL TO THE WEST LINE OF OAK STREET; THENCE SOUTH PARALLEL TO THE WEST LINE OF OAK STREET, 131.55 FEET TO THE POINT OF BEGINNING.

COMMONLY KNOWN AS: 309 E. CHICAGO AVENUE, HINSDALE, IL 60521



CHICAGO AVENUE

RECEIVED
JUL 21 2022
BY: _____

NOTE:
-DIMENSIONS ARE SHOWN IN FEET AND DECIMALS AND ARE CORRECTED TO A TEMPERATURE OF 68 DEGREES FARENHEIT.
-THE LEGAL DESCRIPTION SHOWN ON THE PLAT HEREON DRAWN IS A COPY OF THE ORDER A FOR ACCURACY SHOULD BE COMPARED WITH THE TITLE OR DEED
-DIMENSIONS ARE NOT TO BE ASSUMED FOR SCALING
-COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCES.
-REFER TO DEED, TITLE POLICY, AND LOCAL ORDINANCES FOR BUILDING RESTRICTIONS

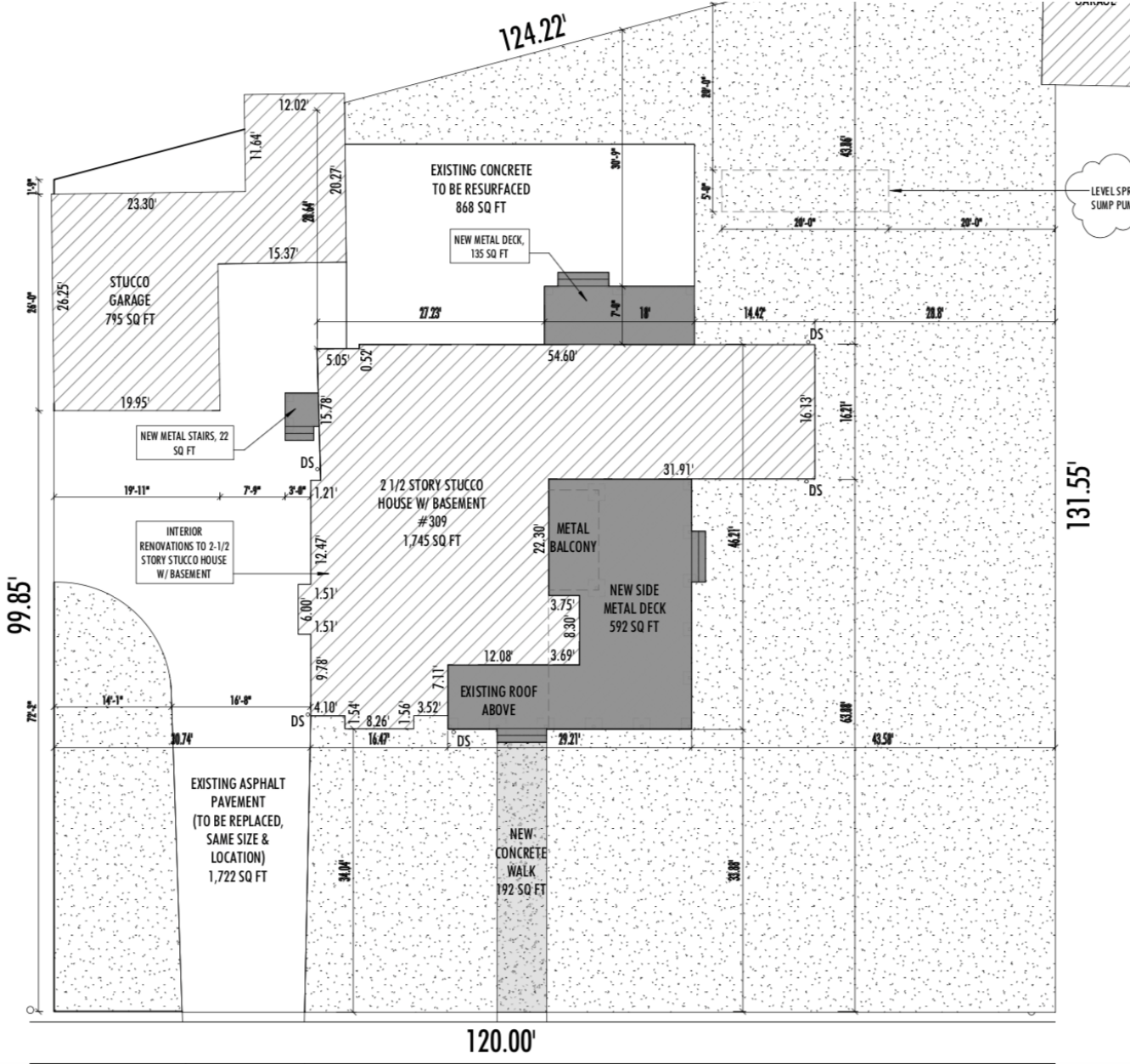
ORDER# 22-6898
DATE: 5/1/2022
ORDERED BY: IR BLDG.



STATE OF ILLINOIS } s.s.
COUNTY OF MCHENRY
I, ROY G. LAWNICZAK,
DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY HAS BEEN SURVEYED UNDER MY SUPERVISION IN THE MANNER REPRESENTED ON THE PLAT HEREON DRAWN. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

CARY, ILLINOIS MAY 12/2022
BY: Roy G. Lawniczak
ROY G. LAWNICZAK, ILL. REG. LAND SURVEYOR NO. 2290

Proposed Site Plan



Google Street View – October 2019



Aerial View – March 2021



Birds Eye View – March 2021



Looking North

Birds Eye View – March 2021



Looking West



Looking South

The Secretary of the Interior's Standards for Rehabilitation

The Secretary of the Interior's Standards for Rehabilitation are widely accepted as the basis for how historic buildings should be rehabilitated and are regularly used at the federal, state, and local levels to guide and evaluate the appropriateness of repairs, alterations, and construction work. The Standards allow buildings to be changed to meet contemporary needs, while ensuring that those features that make buildings historically and architecturally distinctive are preserved. The following Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

The Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines for Rehabilitating Historic Buildings is available to download from the following link on National Park Service's website:

<https://www.nps.gov/tps/standards/rehabilitation/rehabilitation-guidelines.pdf>

A separate document, *The Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines on Sustainability for Rehabilitating Historic Buildings*, has also been prepared to provide recommendations and guidance on making historic buildings more sustainable while simultaneously preserving their historic character. The document is available to download from the following link on National Park Service's website:

<https://www.nps.gov/tps/standards/rehabilitation/sustainability-guidelines.pdf>

The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings also provides practical guidance on the preservation, rehabilitation, restoration, and reconstruction of historic buildings. The full document may be downloaded from the following link on National Park Service's website:

<https://www.nps.gov/tps/standards/treatment-guidelines-2017.pdf>

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A PROPERTY WITHIN THE HISTORIC OVERLAY
ZONING DISTRICT FOR INCLUSION ON THE HISTORICALLY SIGNIFICANT
STRUCTURES PROPERTY LIST - 309 E. CHICAGO AVENUE**

WHEREAS, the Village President and Board of Trustees of the Village of Hinsdale (the "Village") have previously approved Ordinance Nos. O2022-27 and O2022-28 establishing a Historic Overlay Zoning District within the Village; and

WHEREAS, the Ordinances, among other things, established the boundaries of the Historic Overlay Zoning District within which have been identified Historically Significant Structures. Property owners of Historically Significant Structures shall, pursuant to the associated regulations of the Historic Overlay Zoning District, be eligible, upon application, for certain incentives designed to encourage historic preservation and preserve the character of the community. No property is eligible for such incentives unless it is first placed on the approved Historically Significant Structures Property List; and

WHEREAS, pursuant to Section 14-7-3.C. of the Village Code, an Initial List of properties proposed for inclusion on the Historically Significant Structures Property List (the "Initial List") was created; and

WHEREAS, also pursuant to Section 14-7-3.C. of the Village Code, on February 1, 2023, the Historic Preservation Commission of the Village of Hinsdale held a public hearing regarding the various properties on the Initial List pursuant to notice thereof properly published in *The Hinsdalean*, and, after considering all of the testimony and evidence presented at the public hearing, recommended forty-six (46) of the forty-seven (47) properties on the Proposed List for inclusion on the Historically Significant Structures Property List. The hearing was continued for the receipt of additional information on the final property, 309 E. Chicago Avenue (the "Subject Property"), due to recent renovations to the residence. The sought after additional information was provided and at the April 5, 2023 meeting, the Historic Preservation Commission recommended the Subject Property at 309 E. Chicago Avenue for inclusion on the Historically Significant Structures Property List. Information on the Subject Property, as well as what criteria the Historic Preservation Commission found to be met for the Property, is attached hereto as **Exhibit A** and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village have duly considered the recommendation of the Historic Preservation Commission and the factors set forth in Section 14-7-3.B. of the Hinsdale Village Code, and all of the facts and circumstances affecting the Subject Property recommended at this time for inclusion on the Historically Significant Structures Property List.

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties and State of Illinois, as follows:

Section 1: Incorporation. Each whereas paragraph set forth above is incorporated by reference into this Section 1.

Section 2: Approval of 309 E. Chicago Avenue for Placement on the Historically Significant Structures Property List. Pursuant to the authority granted under State law, including but not limited to the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*), the Hinsdale Zoning Code, and Title 14 (Historic Preservation) of the Hinsdale Village Code, the President and Board of Trustees of the Village of Hinsdale accept the recommendation of the Historic Preservation Commission and approve the Subject Property at 309 E. Chicago Avenue for placement on the Historically Significant Structures Property List. The Historically Significant Structures Property List shall be maintained by the Village Clerk and included in the Village Code as Appendix 1 to Chapter 14-7 (Historic Overlay District).

Section 3: Mailing/Recorded Notice. Pursuant to Section 14-7-3 (Historically Significant Structures Property List) of the Village Code, a Notification of Inclusion shall be mailed to the owner of the Subject Property, and a Notice of Historically Significant Property shall be recorded against title to the Property.

Section 4: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 5: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

ADOPTED this _____ day of _____, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2023, and attested to by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

Emily Tompkins, Village Clerk

EXHIBIT A

**INFORMATION ON 309 E. CHICAGO AVENUE REGARDING APPROVAL FOR
INCLUSION ON THE HISTORICALLY SIGNIFICANT STRUCTURES PROPERTY
LIST**

(ATTACHED)

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF DUPAGE)

CLERK'S CERTIFICATE

I, Emily Tompkins, Clerk of the Village of Hinsdale, in the Counties of DuPage and Cook, State of Illinois, do hereby certify that the attached and foregoing is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A PROPERTY WITHIN THE HISTORIC OVERLAY
ZONING DISTRICT FOR INCLUSION ON THE HISTORICALLY SIGNIFICANT
STRUCTURES PROPERTY LIST - 309 E. CHICAGO AVENUE**

which Ordinance was passed by the Board of Trustees of the Village of Hinsdale at a Regular Village Board Meeting on the ____ day of _____, 2023, at which meeting a quorum was present, and approved by the President of the Village of Hinsdale on the ____ day of _____, 2023.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Hinsdale was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Hinsdale, and that the result of said vote was as follows, to-wit:

AYES: _____
NAYS: _____
ABSENT: _____

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Hinsdale, this ____ day of _____, 2023.

Village Clerk

[SEAL]

STATE OF ILLINOIS)
) SS:
COUNTY OF DU PAGE)

BEFORE THE VILLAGE OF HINSDALE
HISTORIC PRESERVATION COMMISSION

IN THE MATTER OF:)
)
)
HPC-01-2023,)
Consideration of Properties)
for Inclusion on the)
Historically Significant)
Structures Property List in)
the Historic Overlay)
District.)

CONTINUED REPORT OF PROCEEDINGS had and
testimony taken at the Public Hearing of the
above-entitled matter before the Hinsdale
Historic Preservation Commission, on the 5th day
of April, 2023, at 6:30 p.m.

BOARD MEMBERS PRESENT:

MR. JOHN BOHNEN, Chairman;
MS. ALEXIS BRADEN, Member;
MR. BILL HAARLOW, Member;
MR. FRANK GONZALEZ, Member.

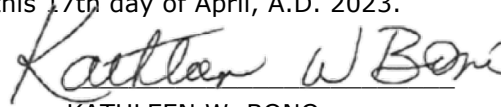
<p style="text-align: right;">67</p> <p>1 ALSO PRESENT:</p> <p>2 MS. BETHANY SALMON, Village Planner.</p> <p>3 _____</p> <p>4</p> <p>5 CHAIRMAN BOHNNEN: We are in the midst</p> <p>6 of having public hearings about getting our</p> <p>7 lists together of the homes in town that are</p> <p>8 being considered for the incentives that we have</p> <p>9 designed in the master overlay district.</p> <p>10 So we will start opening the public</p> <p>11 hearing. If anybody is going to speak tonight</p> <p>12 at the public hearings, would you mind standing</p> <p>13 now and be sworn in, please.</p> <p>14 (Oath administered en masse.)</p> <p>15 Thank you. So our first is Case</p> <p>16 HPC-1-2023, consideration of properties for</p> <p>17 inclusion on the historically significant</p> <p>18 structures property list in the historic overlay</p> <p>19 district.</p> <p>20 At the February 1st meeting the HPC</p> <p>21 voted to continue the public hearing for the</p> <p>22 consideration of the property at 309 East</p>	<p style="text-align: right;">69</p> <p>1 list in the historic overlay district.</p> <p>2 MS. BRADEN: Second.</p> <p>3 CHAIRMAN BOHNNEN: Roll call vote,</p> <p>4 please.</p> <p>5 MS. SALMON: Commissioner Gonzalez?</p> <p>6 MR. GONZALEZ: Aye.</p> <p>7 MS. SALMON: Commissioner Braden?</p> <p>8 MS. BRADEN: Aye.</p> <p>9 MS. SALMON: Commissioner Haarlow?</p> <p>10 MR. HAARLOW: Aye.</p> <p>11 MS. SALMON: Chairman Bohnen?</p> <p>12 CHAIRMAN BOHNNEN: Aye. Okay. Motion</p> <p>13 carried.</p> <p>14 We are sworn in. Staff, the</p> <p>15 village planner, can provide a brief overview of</p> <p>16 the additional information on the house.</p> <p>17 MS. SALMON: Okay. So since that last</p> <p>18 meeting, we went back, contacted the historical</p> <p>19 society, searched through our building permit</p> <p>20 archives and tried to find any additional</p> <p>21 information on this house.</p> <p>22 This was the survey sheet that was</p>
<p style="text-align: right;">68</p> <p>1 Chicago Avenue to the meeting on March 1st</p> <p>2 regarding recent substantial renovations to the</p> <p>3 house. The HPC requested additional information</p> <p>4 be provided at this meeting to help determine</p> <p>5 the criteria in Section 14-7-3(b) of the village</p> <p>6 code are met to include the house on the list.</p> <p>7 Due to a lack of a quorum on</p> <p>8 March 1st, the preservation meeting, the public</p> <p>9 hearing, has been rescheduled to this meeting on</p> <p>10 April 5th. At this meeting we will review the</p> <p>11 additional information collected on 309 East</p> <p>12 Chicago Avenue.</p> <p>13 So who would like to come and talk</p> <p>14 to us about this?</p> <p>15 MS. SALMON: Can we have a motion to</p> <p>16 open the public hearing?</p> <p>17 CHAIRMAN BOHNNEN: I'm sorry. Motion to</p> <p>18 open the public hearing.</p> <p>19 MR. HAARLOW: I'll move to open the</p> <p>20 public hearing for Case HPC-3-2023,</p> <p>21 consideration of properties for inclusion on the</p> <p>22 historically significant structures property</p>	<p style="text-align: right;">70</p> <p>1 included in your packet as well as the last</p> <p>2 packet that kind of brought -- with the historic</p> <p>3 assessment from the Robbins Park I survey in</p> <p>4 2002. That kind of shows what the house</p> <p>5 previously looked like and the garage. The</p> <p>6 survey did classify this home as contributing to</p> <p>7 the historic district if it was ever included in</p> <p>8 the historic district. Of course, this house is</p> <p>9 right outside of our Robbins Park historic</p> <p>10 district though.</p> <p>11 We also contacted the property</p> <p>12 owner to see what information we can get on the</p> <p>13 proposed changes to the house and she has</p> <p>14 provided us with this rendering, which is a</p> <p>15 little skewed, so if you want to take a look at</p> <p>16 the paper in your packet as well. For some</p> <p>17 reason it's making everything look a little</p> <p>18 wider on the TV.</p> <p>19 The homeowner did give us the</p> <p>20 elevation drawings as well. We found out that</p> <p>21 the house is estimated to be built in the 1890s</p> <p>22 and we are unsure if that stucco plating that</p>

<p style="text-align: center;">71</p> <p>1 now has been removed was original to the 2 building. The original survey did say that the 3 house they thought was originally covered in 4 wood siding but there's no way to verify that at 5 this time. There's no historic photos; we 6 couldn't find historic building permit.</p> <p>7 I did look into the Downers Grove 8 Township Assessor's property data and it 9 estimates that this house was built in 1907 10 versus the survey did estimate 1890, so we have 11 some unknowns about when it was actually built. 12 And then in 1960, per our village permit files, 13 we did find a new detached garage was 14 constructed and in 1981 that one story side 15 addition that you can see on the house was 16 constructed.</p> <p>17 So like I said, the property owner 18 provided us with some building elevations which 19 were included in your packet. They've made 20 changes to windows and obviously the siding and 21 in these elevations they gave us they did tell 22 us that they made some field changes and I</p>	<p style="text-align: center;">73</p> <p>1 It's my understanding they replaced 2 most of the windows and they made some changes 3 to that front porch. You can kind of see in 4 this photo. They kind of added some decorative 5 features to that front porch and kind of 6 extended it outward.</p> <p>7 And so this is what we had pulled 8 from the Downers Grove Assessor's office where 9 you can see this portion is the primary building 10 that they believe was built in 1907 and here's 11 that addition. And then we had some photos 12 included as well in your packet.</p> <p>13 So just a reminder to the Historic 14 Preservation Commission about our criteria 15 that's listed in the village code. In order to 16 be recommended for inclusion on the historically 17 significant structures list, we do want to make 18 sure that at least one of the criteria listed in 19 the code is met for this property. So those 20 were also included in the packet I believe that 21 is in one of the exhibits also in the staff 22 report.</p>
<p style="text-align: center;">72</p> <p>1 believe last week they might have been painting 2 that gray color on the siding a little bit 3 darker. So these photos are from a couple of 4 weeks ago.</p> <p>5 They did make some changes though 6 that are not, for example, they annotated the 7 side elevation where they didn't end up putting 8 in a balcony and I think they are still going 9 through the construction process. The permit 10 has not been closed out yet.</p> <p>11 MS. BRADEN: And Bethany -- 12 MS. SALMON: Yes. 13 MS. BRADEN: -- are the homeowners 14 living in this home or is this an income 15 property? 16 MS. SALMON: I believe there will be 17 homeowners living in the home. When we first 18 started contacting them, I don't think they had 19 moved in yet because construction was still 20 underway. They may be living in the house now. 21 And then we did take some side photos that you 22 can kind of see here.</p>	<p style="text-align: center;">74</p> <p>1 MR. HAARLOW: They are in the memo 2 dated March 31.</p> <p>3 MS. SALMON: Yes. And it's also 4 included in Exhibit 3. So we have 1 of 6 that 5 you can meet and you at least just have to meet 6 at least one.</p> <p>7 Also, if there's anyone in the 8 audience that wants to speak on this house, we 9 can also open it up to them.</p> <p>10 I will add one more thing. We 11 obviously have some commissioners that weren't 12 able to attend today. I did get some feedback 13 from Commissioner Prisby and Commissioner 14 Weinberger that they did have some concerns 15 about adding this house to the list simply 16 because there had been some recent changes that 17 hadn't been approved by the HPC which if anyone 18 moving forward was looking for preservation 19 incentives, those would be brought towards the 20 HPC to review and potentially approve or 21 recommend approval to the village board. 22 MS. BRADEN: Between our last -- since</p>

<p style="text-align: center;">75</p> <p>1 our last hearing?</p> <p>2 MS. SALMON: Yes. So they did provide</p> <p>3 me some feedback here and I think they were just</p> <p>4 concerned about the precedent setting as well as</p> <p>5 maintaining the historic streetscapes and</p> <p>6 without a lot of information on this house, it's</p> <p>7 hard to know what was changed or if it was</p> <p>8 historically appropriate.</p> <p>9 MS. BRADEN: I'm torn on this. I</p> <p>10 really, in my opinion, the overarching in here</p> <p>11 as they did save an old home and I see some</p> <p>12 contributing structures that were Victorian and</p> <p>13 then more into Greek Revival and so I don't know</p> <p>14 if we can accurately say that -- and again, I</p> <p>15 know this isn't a set style, but we are looking</p> <p>16 at so many contributing structures that have</p> <p>17 more. You know, the porch came off in the 20 --</p> <p>18 505 South County Line, which is one of our most</p> <p>19 historic homes was altered significantly by the</p> <p>20 time it was built and, you know, two decades</p> <p>21 later. I appreciate that they saved the home</p> <p>22 and they could have easily torn it down.</p>	<p style="text-align: center;">77</p> <p>1 There is now plenty of records now</p> <p>2 that are being maintained moving forward that</p> <p>3 enable us to at least have some records as</p> <p>4 opposed to no records. So I think the owners</p> <p>5 have made a fairly strong effort. So that's my</p> <p>6 thought.</p> <p>7 MS. BRADEN: Now reviewing this</p> <p>8 criteria, it would be a slam dunk for No. 3 if</p> <p>9 it was a historic style that we could pinpoint</p> <p>10 and it's obviously not.</p> <p>11 MR. HAARLOW: I think that's part of</p> <p>12 what I find challenging. I mean, when you look</p> <p>13 at the photos from October of '19, there's no</p> <p>14 question we would have approved that. The</p> <p>15 changes they have made and they did keep the</p> <p>16 dormer and the facade is largely the same</p> <p>17 structurally, they did remove -- I mean, they</p> <p>18 altered the porch. They took off the top of the</p> <p>19 chimney. So the changes that they made are not</p> <p>20 enhancing or preserving the historic character</p> <p>21 in my opinion which decreased it.</p> <p>22 When you look at the criteria, I</p>
<p style="text-align: center;">76</p> <p>1 I understand that my fellow</p> <p>2 commissioners' feedback that the style isn't</p> <p>3 necessarily one that we can classify as historic</p> <p>4 just looking at it on paper, however, comparing</p> <p>5 side by side this photo here when it was stucco</p> <p>6 to the photo now, while there are significant</p> <p>7 changes, I do appreciate that they saved it.</p> <p>8 I'm trying to convey that and that's the best</p> <p>9 way.</p> <p>10 MR. GONZALEZ: I'd like to add that</p> <p>11 there was an effort to maintain the home, it</p> <p>12 wasn't just a complete knockdown. And I think</p> <p>13 from my personal opinion, I think there was some</p> <p>14 effort to maintain at least the interior of the</p> <p>15 structure itself rather than just bringing in</p> <p>16 the wrecking ball.</p> <p>17 So I don't want to limit</p> <p>18 individuals that want to modernize an older home</p> <p>19 to satisfy certain criteria that it could be --</p> <p>20 sometimes it could be rigid, we are trying to be</p> <p>21 somewhat flexible. I side more to the sense</p> <p>22 that it is a contributing home.</p>	<p style="text-align: center;">78</p> <p>1 think the only criteria that is even potentially</p> <p>2 relevant is No. 3. 1, 2, 4 and 5 are clearly</p> <p>3 not. No. 6 is the other one that's really broad</p> <p>4 in general, is a source of civic pride or</p> <p>5 identity for the community. I don't see that</p> <p>6 either.</p> <p>7 And so then we come to No. 3,</p> <p>8 embodies the distinctive characteristics of a</p> <p>9 type, period, or method of construction or</p> <p>10 represents the work of a master, or possesses</p> <p>11 high artistic values, or that represents a</p> <p>12 significant and distinguishable entity whose</p> <p>13 components may lack individual distinction.</p> <p>14 MS. BRADEN: Frank, in your opinion</p> <p>15 looking at the photos that we have on file, the</p> <p>16 earliest photos, what style would you categorize</p> <p>17 that?</p> <p>18 MR. GONZALEZ: That's a tricky question</p> <p>19 because the home is approximately, what, 1900?</p> <p>20 MS. SALMON: The one survey said -- so</p> <p>21 this Robbins Park II Survey, the sheets here,</p> <p>22 they estimated 1890s. Downers Grove Township</p>

<p style="text-align: center;">79</p> <p>1 Assessor's office estimated about 1907. In the 2 survey sheet that was done for our Historic 3 Preservation Robbins Park I Survey, they called 4 this a Queen Anne style. 5 MR. HAARLOW: Really? 6 MR. GONZALEZ: The difficulty is that a 7 lot of homes around that period were built by 8 builders with very little sense of craftsmanship. 9 They were just looking around other homes and 10 saying, I like that one, and a little bit of 11 this one, and they would put it together. So -- 12 but it still comes back to the time it was 13 built. 14 You can -- what happens with 15 structures, it may have three different styles 16 except it makes it difficult to say it's one and 17 actually all over, not just Hinsdale, but all 18 over the suburbs and in other states too. When 19 it's a combination of different styles put 20 together, and then you have to say well, it's 21 not Queen, it's not Romanesque, well, I know 22 it's not but it's probably a little of four or</p>	<p style="text-align: center;">81</p> <p>1 that really stands out and can stand by itself. 2 Those are the ones that usually end up being 3 landmark buildings and have a lot of unique 4 individual characters that can kind of stand on 5 their own. 6 Contributing homes are more like 7 this where they kind of have more of that 8 vernacular style, they are a hodgepodge of other 9 things, they make up the importance of that 10 district but they might not be able to just 11 stand on their own always but they are really 12 important to make up an entire historic 13 district. 14 MR. GONZALEZ: Well, one thing I can 15 think of it still maintains the streetscape if 16 you look at the homes around it and that's 17 important in some sense as opposed to others 18 that you see, okay, that does not belong there. 19 That looks like it came from the moon and it 20 landed. 21 MR. HAARLOW: Frank, I think that's a 22 really good point. The streetscape is the only</p>
<p style="text-align: center;">80</p> <p>1 five. 2 MS. BRADEN: I guess in theory you 3 could say category No. 3, embodies multiple 4 characteristics. 5 MR. GONZALEZ: That's probably the 6 closest, that's right, it does, multiple. 7 MS. BRADEN: And now does that go back 8 to the original builder not the people who 9 rehabbed it. There wasn't a specific style when 10 it was built in say 1907, you can't really fault 11 the new owners for trying to work with what was 12 there. This is a really hard one. 13 MR. GONZALEZ: But there are many like 14 that all around the midwest, this is not 15 unusual. 16 MS. SALMON: And per this past survey, 17 just to add some clarity, when they were looking 18 at this survey in the past, they rated this 19 building as contributing. So contributing 20 versus significant. 21 Significant is your giant Victorian 22 with all those distinctive details and the one</p>	<p style="text-align: center;">82</p> <p>1 way that I could get to a positive vote on this. 2 It does maintain that. And the way that the 3 house looks now, you know, it has been 4 modernized and it looks very early 2020s, it 5 doesn't look 1920s that's for sure, but it does 6 help maintain the streetscape of that stretch of 7 Chicago Avenue. I don't think anyone would look 8 at it today and say oh, that looks like Queen 9 Anne Victorian. No. 10 MS. BRADEN: But maybe not originally 11 either. 12 MR. HAARLOW: You know, vernacular sort 13 of farmhouse. 14 MR. GONZALEZ: Looks more like a 15 farmhouse somewhere in the middle of a 16 cornfield. 17 MR. HAARLOW: So we all appreciate that 18 they saved the house and didn't tear it down. 19 That is not one of our criteria so I think it 20 comes back to do we think that No. 3 applies 21 enough. 22 I think that's where we are getting</p>

<p style="text-align: center;">83</p> <p>1 hung up is that we are all so pleased that it 2 didn't get the wrecking ball as so many of our 3 nice houses do. 4 MR. GONZALEZ: Well, you can basically 5 say that if you take the section of the 6 paragraph, most likely the one at the top, one 7 or more structures on the property embodies a 8 distinctive character of a type. Well, type 9 could be farmhouse. 10 MS. BRADEN: Or a period. And to your 11 point, Frank, that at the turn of the century, 12 you said that a lot of builders just built homes 13 with maybe not a lot of thought to a classic 14 design and so if you're -- if he's prolific 15 throughout the midwest, then that would fit that 16 characteristic of the type. 17 MR. GONZALEZ: This happened often. I 18 saw a house recently in Downers Grove, they are 19 having some foundation issues and I looked at it 20 and I learned that the original owner was a 21 German immigrant turn of the century who had 22 some carpentry skills but did what they could to</p>	<p style="text-align: center;">85</p> <p>1 not have agreed with them, we would have offered 2 a different opinion. So now we have a house 3 that in the global sense works just fine and yet 4 in the specific sense, it's qualifying for 5 something historic when it really doesn't. 6 I think I have to go back and look 7 at the original house and look at the house 8 that's there now and say, Do I recognize this 9 house? And I do. There are elements of it that 10 are a little avant-garde. 11 I think they pushed the design 12 element farther than perhaps they would have for 13 our criteria but on a whole I go back to my 14 original impression. I think I can get around 15 this and I can be in favor of qualifying this I 16 guess under No. 3. 17 MS. BRADEN: Has to be No. 3. 18 CHAIRMAN BOHNEN: I suspect this won't 19 be the only house we come across in our travels 20 that has to be a little shoehorned. 21 MR. HAARLOW: Well, we certainly 22 appreciate that the current owners who made this</p>
<p style="text-align: center;">84</p> <p>1 build a house with their basic minimum budget 2 and now the house is a hundred years old, you 3 could see it's settling because the foundation 4 is not large enough, not deep enough but they 5 didn't know, a lot of these individuals building 6 these homes. 7 CHAIRMAN BOHNEN: Sort of a conundrum. 8 I think we all agree that that's a stretch there 9 that benefited from the rehabbing of the houses 10 along that side of Chicago Avenue. 11 I also would say that there would 12 be fewer people that would attempt to raze those 13 houses and start over on all those lots because 14 they back up to the train tracks. 15 So in my mind, there's a lot of 16 reasons why these houses should stand. I'm not 17 so sure they fit the criteria for the historic 18 preservation and that's my problem with it. I 19 like the end result. 20 If the house were to appear before 21 us prior to being rehabbed and some of the 22 elements were presented to us, we probably would</p>	<p style="text-align: center;">86</p> <p>1 renovation wants to be included on the list. 2 CHAIRMAN BOHNEN: Yes. Well, we have 3 four members. We need a unanimous vote so we 4 will put this up, make a motion for a vote and 5 see where it lands. We have to finish this item 6 and move on to another public hearing. 7 MS. SALMON: You want to make a motion 8 to close the public hearing first and then do 9 the vote. 10 CHAIRMAN BOHNEN: Close this one? 11 MS. SALMON: Close this one, then we 12 will do the vote and we will start the next 13 public hearing. 14 CHAIRMAN BOHNEN: Can I have a motion 15 to close the public hearing Case HPC-1-2023, 16 please. 17 MR. HAARLOW: Sure. I'll move to close 18 the public hearing for Case HPC-1-2023, 19 consideration of properties for inclusion on the 20 historically significant structures property 21 list in the historic overlay district. 22 CHAIRMAN BOHNEN: Second, please.</p>

<p style="text-align: center;">87</p> <p>1 MS. BRADEN: Second.</p> <p>2 CHAIRMAN BOHNEN: Roll call vote,</p> <p>3 please.</p> <p>4 MS. SALMON: Commissioner Gonzalez?</p> <p>5 MR. GONZALEZ: Aye.</p> <p>6 MS. SALMON: Commissioner Braden?</p> <p>7 MS. BRADEN: Aye.</p> <p>8 MS. SALMON: Commissioner Haarlow?</p> <p>9 MR. HAARLOW: Aye.</p> <p>10 MS. SALMON: Chairman Bohnen?</p> <p>11 CHAIRMAN BOHNEN: Aye. Okay. Motion</p> <p>12 carries.</p> <p>13 MS. SALMON: Do you guys feel</p> <p>14 comfortable voting? So you can either do the</p> <p>15 positive motion and vote aye or nay if you agree</p> <p>16 with it and if you still think you need more</p> <p>17 time, you can continue it to the next meeting as</p> <p>18 well. I'm not sure what else we can uncover but</p> <p>19 we are missing some commissioners.</p> <p>20 As a reminder, this would go to the</p> <p>21 village board for final approval. So in this</p> <p>22 case, we are recommending the motion.</p>	<p style="text-align: center;">89</p> <p>1 please.</p> <p>2 MS. SALMON: Commissioner Gonzalez?</p> <p>3 MR. GONZALEZ: Aye.</p> <p>4 MS. SALMON: Commissioner Braden?</p> <p>5 MS. BRADEN: Aye.</p> <p>6 MS. SALMON: Commissioner Haarlow?</p> <p>7 MR. HAARLOW: Aye.</p> <p>8 MS. SALMON: Chairman Bohnen?</p> <p>9 CHAIRMAN BOHNEN: Aye. Motion carries.</p> <p>10 (WHICH, were all of the</p> <p>11 proceedings had, evidence</p> <p>12 offered or received in the</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p>
<p style="text-align: center;">88</p> <p>1 CHAIRMAN BOHNEN: Again, for a matter</p> <p>2 of discussion, we are short three commissioners.</p> <p>3 It's going to go to the board for final</p> <p>4 determination. We have had a small amount of</p> <p>5 conversation prior to this hearing and there</p> <p>6 were different opinions perhaps.</p> <p>7 Do you want to make a determination</p> <p>8 now, pass it along, or do you want to wait and</p> <p>9 get more members of the board to weigh on</p> <p>10 whether we pass it along or not?</p> <p>11 (No response.)</p> <p>12 Hearing none, do we have a motion</p> <p>13 for the recommendation to the village board?</p> <p>14 MR. GONZALEZ: I move to recommend to</p> <p>15 the village board approval of 309 East Chicago</p> <p>16 Avenue for inclusion on the historically</p> <p>17 significant structures property list in the</p> <p>18 historic overlay district under Case HPC-1-2023.</p> <p>19 CHAIRMAN BOHNEN: Is there a second,</p> <p>20 please.</p> <p>21 MS. BRADEN: Second.</p> <p>22 CHAIRMAN BOHNEN: Roll call vote,</p>	<p style="text-align: center;">90</p> <p>STATE OF ILLINOIS)</p> <p style="text-align: center;">) ss:</p> <p>COUNTY OF DU PAGE)</p> <p>I, KATHLEEN W. BONO, Certified Shorthand Reporter, Notary Public in and for the County DuPage, State of Illinois, do hereby certify that previous to the commencement of the examination and testimony of the various witnesses herein, they were duly sworn by me to testify the truth in relation to the matters pertaining hereto; that the testimony given by said witnesses was reduced to writing by means of shorthand and thereafter transcribed into typewritten form; and that the foregoing is a true, correct and complete transcript of my shorthand notes so taken aforesaid.</p> <p>IN TESTIMONY WHEREOF I have hereunto set my hand and affix my electronic signature this 17th day of April, A.D. 2023.</p> <p style="text-align: right;"> KATHLEEN W. BONO C.S.R. No. 84-1423 Notary Public, DuPage County</p>

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REQUEST FOR BOARD ACTION

Community Development

AGENDA SECTION: First Reading – ZPS

SUBJECT: 2 Salt Creek Lane – Mouse Automotive / McLaren Chicago – Map Amendment and Exterior Appearance / Site Plan Review to allow for the development of a luxury car dealership on a 2.2-acre site at 2 Salt Creek Lane – Case A-37-2022

MEETING DATE: May 16, 2023

FROM: Bethany Salmon, Village Planner

Recommended Motion

Approve an Ordinance Amending the Official Zoning Map of the Village of Hinsdale Relative to Property located at 2 Salt Creek Lane – Mouse Automotive

AND

Approve an Ordinance Approving an Exterior Appearance Plan and Site Plan for Development of a Luxury Auto Dealership at 2 Salt Creek Lane – Mouse Automotive

Project Overview

Applicant: Mouse Automotive

Address / PIN: 2 Salt Creek Lane (09-01-207-012)

Size of Subject Property: 2.2-acres

Existing Zoning & Land Use: O-3 General Office District – Vacant

Proposed Zoning & Land Use: B-3 General Business District – Luxury car dealership

Surrounding Zoning & Land Uses:

- North: O-3 General Office District – Office building
- South: B-3 General Business District – Car dealerships, bank
- East: O-3 General Office District – Detention pond, medical office building
- West: O-3 General Office District – Office building

Required Approvals: Map Amendment & Exterior Appearance / Site Plan Review (Section 11-601, Section 11-604, Section 11-606 of the Zoning Code)

Background: In 2012, a former two-story office building was demolished. The former parking lot, dumpster enclosure, decorative fence, and underground stormwater vault remain on site. The property is located in the Hinsdale Office Park and is subject to private covenants controlled by the Owners Association. The Office Park of Hinsdale Owners Association has provided a no objection letter to the Village and is working with the applicant to finalize an easement agreement, discussed below.

Project Summary

The applicant, Mouse Automotive, requests approval of an Exterior Appearance / Site Plan Review and Map Amendment to allow for the development of a 2.2-acre property located at 2 Salt Creek Lane into a luxury car dealership for McLaren Chicago. The proposed Map Amendment will entail the rezoning of the property from the O-3 General Office District to the B-3 General Business District to allow for new and used motor vehicle dealers on lots abutting Ogden Avenue, which are classified as a permitted use in the B-3 District. The applicant will be required to obtain separate approval of a variation from the Zoning Board of Appeals and the Board of Trustees to allow for a reduction to parking.

Project Details

Site Plan – The site plan consists of a two-story, 38,367 square foot building to be used as a luxury automobile dealership with interior showrooms, automobile repair services, offices, and an interior parking garage for vehicle storage. The site will be accessible from two curb cuts on the north property line off of Tower Drive, a private road in the Office Park of Hinsdale. A total of 46 exterior parking spaces and a loading area are proposed on the north side of the building.

For enhanced security, a three (3) foot tall black open decorative fence matching the existing fencing on site will be installed around the perimeter of the parking lot. A gate will be installed on the west driveway and retractable bollards will be installed on the east driveway. Other site improvements include an outdoor patio on the front of the building with a small area for outdoor vehicle display, a dumpster enclosure, and a new sidewalk with a pedestrian gate to connect to the existing sidewalk system in Hinsdale Office Park.

Parking – Per Section 9-104(J), the proposed use is required to provide one (1) parking space for each 275 square feet of net floor area. With 32,619 square feet of net floor area, 119 parking spaces are required for the proposed development. A total of 46 spaces are proposed in the exterior parking lot. Approval of a variation by the Zoning Board of Appeals and Board of Trustees will be required to allow for a deficiency of 73 spaces.

Per the applicant, exterior parking spaces will not be used to display or store vehicles outdoors. All vehicle inventory will be contained inside the building. An additional 65 parking spaces are proposed inside the building for vehicle inventory, service, and showroom purposes, which are not counted toward required parking. A second floor parking garage will contain 34 spaces for vehicle inventory storage, the first and second floor showroom will contain about 19 spaces, and the service area includes 12 spaces. The applicant has indicated that off-site parking can be accommodated at their existing service facility at 5758 W. Fillmore Street in Chicago if necessary and can provide 36 additional spaces.

According to the applicant, due to the high-end nature and operational differences, the proposed use will have a lower intensity than a typical car dealership and the number of parking spaces proposed will be adequate for the operations on site. There will be low customer walk-in traffic due to the price point of the vehicles and the large number of sales taking place online. The service and showroom areas will largely be by appointment only, and vehicles for service appointments will primarily be picked up from a customer's location and brought to the site for repair. About 90-95% of all service business will be handled by vehicle haulers. About 80% of vehicle sales are estimated to take place online. Anticipated hours of operation are from 8 a.m. to 5 p.m. for service and 10 a.m. to 6 p.m. for sales. Most showroom and service appointments will be by appointment only. The increase to the building size due to interior parking and vehicle showroom design also contributes to a greater overall parking deficiency based on how parking requirements are calculated per the Zoning Code.

901 Elm Street Encroachments & Easements – 2 Salt Creek Lane was formerly developed with a shared access drive and parking lot with 901 N. Elm Street, the adjacent property to the west. As such, existing non-conforming parking spaces for 901 N. Elm Street encroach into the interior side yard by 1' 8". A parking lot drive aisle also encroaches into the front yard by approximately 15'. These areas are highlighted on the proposed site plan.

An existing ground sign for 901 Elm Street is also located at the northwest corner of the site. On October 20, 2015, by Ordinance No. O2015-37, the Village Board approved the following various sign variations to allow for this sign and other nearby off-premise signs for Med Properties / Salt Creek Campus, LLC located at 10, 11 and 12 Salt Creek Lane & 901 and 907 N. Elm Street (Case No. V-03-15):

- Allow seven (7) off-premises identification signs (based on need to allow identification of location of the various buildings/addresses making up the Applicant's medical campus) (Section 9-106(G)(5))
- Allow seven (7) ground signs in lieu of the one (1) permitted (Section 9-106(J)(3)(d))
- Allow seven (7) double-sided signs with a total square footage counting both sides of 186.62 square-feet (Section 9-106(J)(4)(d))
- Allow the requested illumination level of the seven approved signs (Section 9-106(J)(7))

The Village will require the applicant to obtain a recorded private easement and encroachment agreement with 901 N. Elm Street for the shared access drive and the encroachment of the parking areas on 2 Salt Creek Lane, as required by Section 9-104(D)(4) of the Zoning Code. This document must be reviewed by the Village Attorney and will be required as a condition of approval in the final ordinance to be submitted prior to the issuance of a building permit. The applicant is currently working with the adjacent owners on drafting this private agreement language. Approval of any future off-site work by the adjacent property owner will also be required.

Building Elevations – The two-story building features a flat roof and will be primarily constructed of tan colored precast panes with vertical architectural ribs, white fiber resin paneling, and wood resin siding. The building contains large windows for the indoor showroom display of vehicles and features several overhead garage doors, most of which are to be constructed of glass, to move vehicles in to the showroom, service, or storage areas. On the front façade facing Ogden Avenue, a second floor outdoor balcony is proposed with cable wire railing. The building will measure 29'-8" tall, which meets the 30 foot maximum height allowed in the B-3 District. Rooftop mechanical screening panels are proposed around two areas for mechanical equipment, which are excluded from height calculations in accordance with Zoning Code regulations.

Signage – A new brick wall for a future monument sign will be installed between the existing brick piers of the open metal fencing at the southeast corner of the site. A conceptual wall sign is also shown on the south building elevation facing Ogden Avenue. A separate Sign Permit Review must be submitted for review by the Plan Commission in the future.

Landscape Plan – The applicant has provided a landscape plan for review showing a range of plant species and types to be planted in specific areas. The majority of the existing trees on site will be preserved, however, several trees are planned be removed to allow for the proposed development. Parking lot screening and landscape requirements are met.

Lighting – The applicant has provided a photometric plan for review. Eight (8) existing decorative light poles installed throughout the Hinsdale Office Park development will remain on site. In addition to several building-mounted light fixtures, two (2) new parking lot light poles measuring 15 feet tall will be installed in the center landscape island in the parking lot.

Dumpster Enclosure / Screening – A dumpster enclosure will be constructed to the northwest of the proposed building. The enclosure will be constructed of a charcoal gray CMU block and a wood gate. Rooftop mechanical units are proposed in two areas on the roof and will be screened with gray ribbed metal panels measuring about six (6) feet in height. Per code requirements, the panels must be opaque, fully screen the height of all rooftop units, and be constructed of materials that are architecturally and aesthetically compatible with the building.

Map Amendment / Rezoning – The applicant is requesting a rezoning of the subject property from the O-3 General Office District to the B-3 General Business District. In the B-3 District, new and used motor

vehicle dealers on lots abutting Ogden Avenue are classified as a permitted use. The expansion of existing new and used motor vehicle dealers on lots abutting Ogden Avenue are classified as a special use. Article V and Article VI of the Zoning Code regulating the Business and Office Districts are attached for review. The B-3 District “is intended to serve the Hinsdale suburban community with a full range of locally oriented business uses commonly located along established traffic routes” and is “a more generalized commercial district designed for established areas of heavier vehicular traffic.” The O-3 District “is provided to accommodate the needs of business and professional offices and related business uses requiring a somewhat wider range of office space with a somewhat higher intensity of pedestrian and vehicular traffic movements. Bulk and height regulations are consistent with a moderate amount of development.”

The property is surrounded by a mix of office and commercial uses. Multi-tenant office buildings, medical office buildings, and a detention pond are located to the north, east, and west of the site in the O-3 District. Automobile dealerships and a bank are located to the south across Ogden Avenue in the B-3 District. Specifically, three automobile dealerships are located on the neighboring blocks to the south of the site (Land Rover at 336 E. Ogden Avenue, Continental / Ferrari at 420 E. Ogden Avenue, Current Automotive at 300 E. Ogden Avenue).

There are no properties in a Single-Family Residential District located within 250 feet of the site. The closest single-family property is located in the R-4 District approximately 475 feet to the south on Oak Street across Ogden Avenue. The Graue Mill County Condominium subdivision is located approximately 780 feet from the north of the site in the R-5 District.

Meeting History

9/20/2023 - Board of Trustees - Discussion Item: Conceptual plans for the project were reviewed as a discussion item.

12/13/2023 - Village Board - Referral to the Plan Commission: The Village Board voted to approve a Referral to the Plan Commission for consideration of a Map Amendment and concurrent Exterior Appearance / Site Plan Review. Pursuant to Section 11-601(D)(2)(a) of the Zoning Code, every properly filed and completed application for an Amendment shall be referred to the Village Board for a determination as to whether the application merits a hearing and consideration by the Plan Commission or should be summarily denied. At the meeting, there was a brief discussion on the encroachment items with 901 N. Elm and the Village review process, particularly for the variation request.

2/8/2023 - Plan Commission - Public Hearing: At the public hearing, Anastas Shkurti, the attorney for the project with Robbins DiMonte, Michael Marzano, representing the applicant Mouse Automotive, and Jerry Mortier, representing the project architect The Redmond Company, provided a presentation to the Plan Commission on the proposed development. No members of the public provided comment at the meeting. Staff did not receive feedback or comments from members of the public prior to the meeting.

Topics discussed during the public hearing included the expansion of the underground stormwater vault, the proposed ornamental fencing for security purposes around the parking lot that will match the existing fence on site, the proposed building materials, and access to the site. There was a discussion on the proposed conceptual signage shown on the plans, which will be reviewed separately for approval by the Plan Commission in the future. Several Commissioners noted they liked the architectural design and appearance of the building, the sales tax generation from the proposed use, and the landscaping and screening provided on site.

There was a conversation on the proposed operations for the dealership. Mr. Marzano noted that the majority of the vehicle service operations will entail picking up cars from a customer's location. There was then a discussion on the loading area and site design, where Mr. Mortier noted that the parking lot and loading area were configured to allow for vehicle delivery. The applicant confirmed that test drives for vehicles will not occur in adjacent residential areas.

There was a discussion on the trees to be preserved and removed on site. Mr. Mortier noted that a few trees along Ogden Avenue would be removed for visibility to the building, but they are preserving as many trees as possible.

One Commissioner asked about the design of the rear elevation and the lack of windows. The applicant noted that the rear elevation was designed based on the second-floor parking garage. The rendering also is missing the proposed landscaping that will be planted that will soften the architecture of the building.

The existing locations of Mouse Automotive, the name of the dealership, and sales tax generation were also discussed. The applicant stated that they hope to open by the end of 2024.

By a vote of seven (7) ayes and zero (0) nays, with two (2) absent, the Plan Commission to the Village Board recommend approval of Case A-37-2022, a Map Amendment and Exterior Appearance / Site Plan Review to allow for the development of a luxury car dealership on a 2.2-acre site at 2 Salt Creek Lane, as submitted.

Review Process

Map Amendment – Map Amendments are subject to the requirements of Section 11-601 of the Zoning Code. Following a referral by the Board of Trustees, a public hearing shall be set, noticed, and conducted by the Plan Commission in accordance with Section 11-303. Within 45 days following the conclusion of the public hearing, the Plan Commission shall transmit to the Village Board its recommendation in the form specified by Subsection 11-103(H). The failure of the Plan Commission to act within 45 days following the conclusion of such hearing, or such further time to which the applicant may agree, shall be deemed a recommendation for the approval of the proposed Amendment.

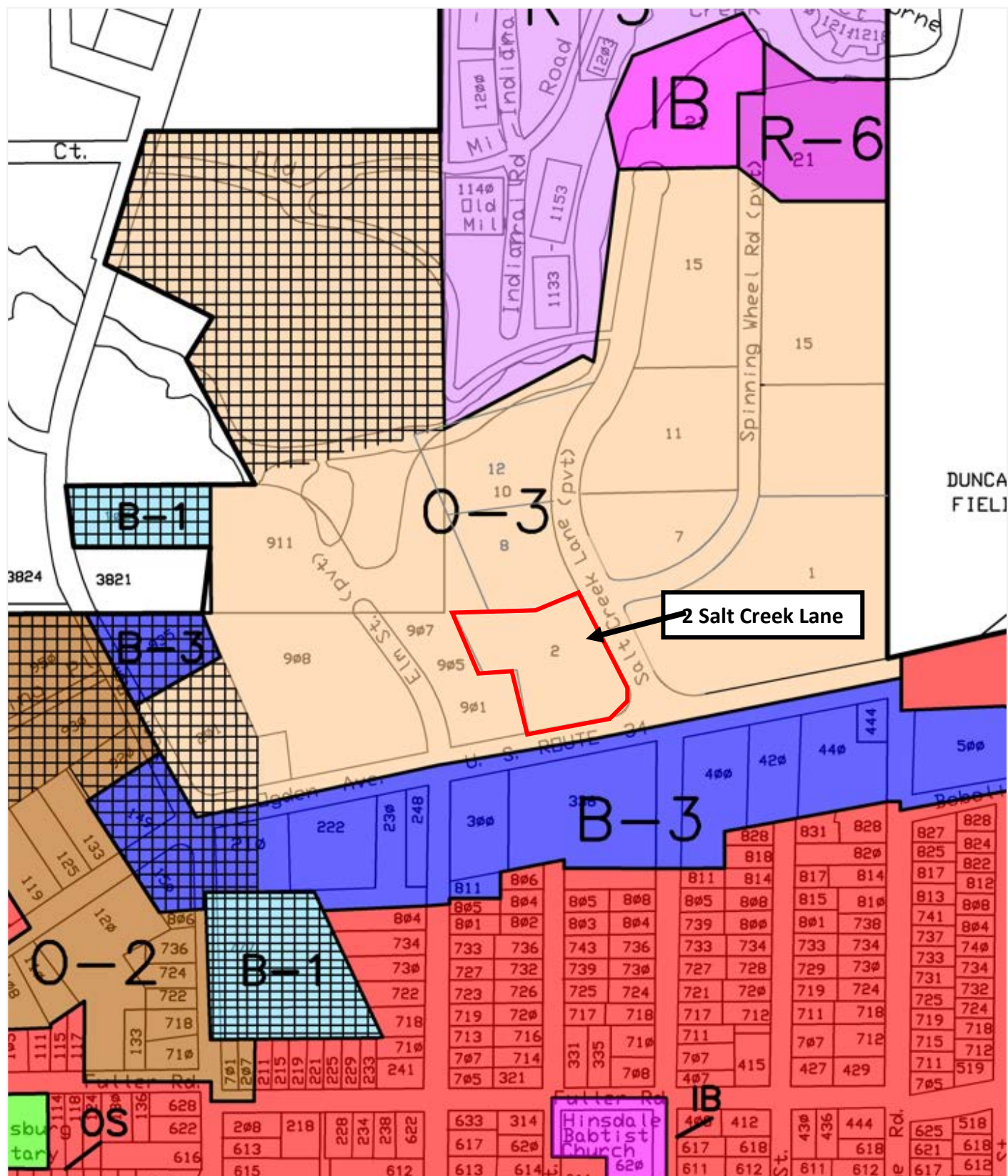
Within 60 days following the receipt of the recommendation of the Plan Commission, or its failure to act as above provided, the Board shall either deny the application or, by ordinance duly adopted, shall grant the amendment, with or without modifications or conditions; provided, however, that in the event a duly signed and acknowledged protest against a proposed amendment is filed with the Village Clerk before the adoption of such amendment by owners in accordance with the code requirements, such amendment shall not be passed except by a 2/3 vote of all the trustees then holding office. The failure of the Board of Trustees to act within 60 days, or such further time to which the applicant may agree, shall be deemed to be a decision denying the application. Amendments shall be reviewed in accordance with the Standards set forth in Section 11-601(E).

Exterior Appearance / Site Plan Review – Pursuant to Section 11-604 and Section 11-606, the Chairman of the Plan Commission shall at the public meeting on the application for an Exterior Appearance Review or Site Plan Review allow any member of the general public to offer relevant, material and nonrepetitive comment on the application. Within 60 days following the conclusion of the public meeting, the Plan Commission shall transmit to the Board of Trustees its recommendation, in the form specified in Subsection 11-103(H), recommending either approval or disapproval based on the standards set forth in Section 11-604 and Section 11-606. Within 90 days following the receipt of the recommendation of the Plan Commission, or its failure to act, the Board of Trustees, by ordinance duly adopted, shall approve

the Exterior Appearance / Site Plan as submitted, or shall make modifications acceptable to the applicant and approve such modified Exterior Appearance / Site Plan, or shall disapprove it either with or without a remand to the Plan Commission for further consideration. The failure of the Board of Trustees to act within 90 days, or such further time to which the applicant may agree, shall be deemed to be a decision denying site plan approval.

Attachments

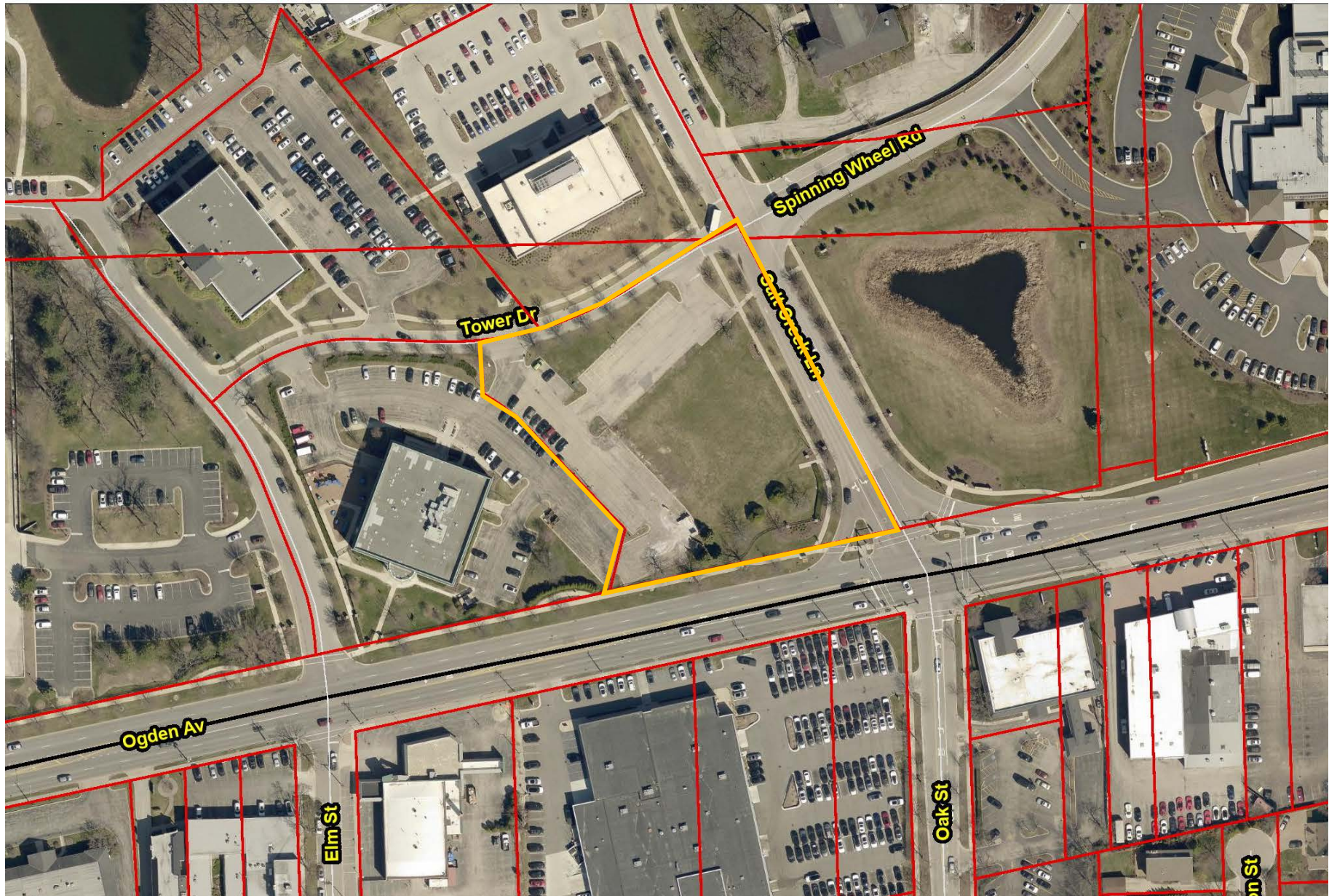
1. Zoning Map and Project Location
2. Aerial View
3. Birdseye View
4. Street View
5. Article V and Article VI of the Zoning Code - Regulations for the O-3 and B-3 Districts
6. Exterior Appearance & Site Plan Review / Map Amendment Applications and Exhibits
7. Draft Ordinances – Map Amendment & Exterior Appearance / Site Plan Review
8. Draft Plan Commission Findings and Recommendations



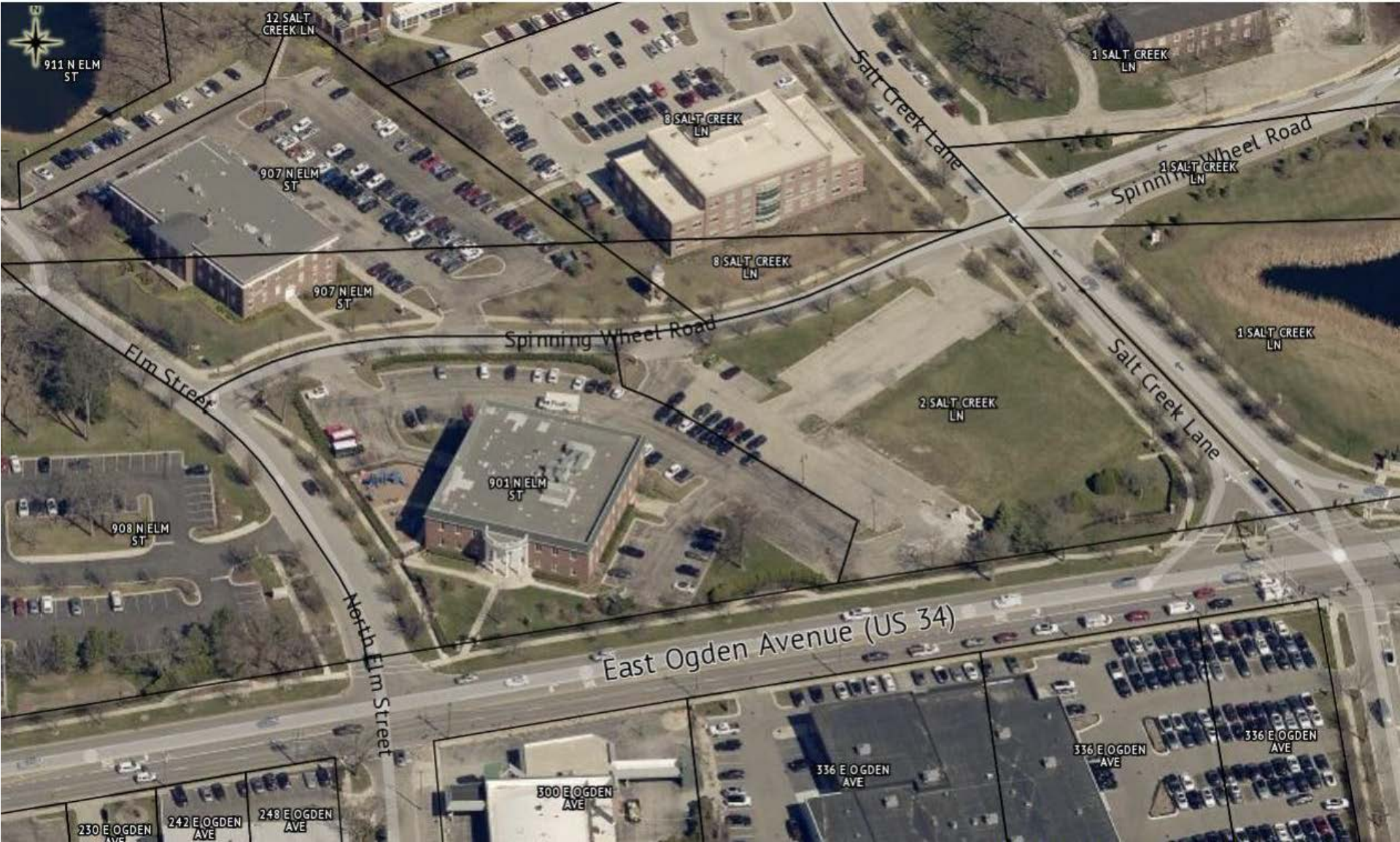
Aerial View – 2 Salt Creek Lane



Aerial View – 2 Salt Creek Lane



Birds Eye View – 2 Salt Creek Lane



Street View – 2 Salt Creek Lane



Street View – 2 Salt Creek Lane



ARTICLE V. BUSINESS DISTRICTS

SECTION:

5-101: Purposes

5-102: Permitted Uses

5-103: Accessory Structures And Uses

5-104: Temporary Uses

5-105: Special Uses

5-106: Parking And Loading Requirements

5-107: Sign Regulations

5-108: Buffers And Landscaping

5-109: Special Development And Use Regulations

5-110: Bulk, Space, And Yard Requirements

Sec. 5-101: Purposes:

Three (3) zoning districts are provided for business and commercial uses. When taken together, these districts are intended to permit development of property for the full range of business and commercial uses needed to serve the citizens of Hinsdale and surrounding areas in a suburban setting.

The districts, while distinct, permit a harmonious spectrum of general suburban shopping and service opportunities, ranging from a relatively low intensity (B-1), through a higher intensity business zone intended to accommodate local shopping needs in a "downtown" setting (B-2), to a more generalized commercial district designed for established areas of heavier vehicular traffic (B-3).

Specifically, the B-1 community business district is intended to serve the everyday shopping needs of village residents as well as to provide opportunities for specialty shops attractive to wider suburban residential community around the village. It permits uses that are necessary to satisfy most basic, frequently occurring shopping needs. Also allowed are compatible uses that, while not used as frequently, would be desirably located in close proximity to potential users. This district is designed to accommodate development of community shopping centers with planned off street parking and loading as well as existing individual shops or small groups of local stores. The district is normally located on primary or secondary thoroughfares, is relatively small in size, and has bulk standards that provide for compatibility with nearby residential uses.

The B-2 central business district is intended to serve the entire Hinsdale suburban community with a wide variety of retail and service uses. It is intended to serve as the primary shopping area of the village. This district is located in the center of the village, adjacent to commuter facilities, and at the convergence of primary thoroughfares. The bulk standards are intended to reflect the generally more intense development of property in this area.

The B-3 general business district is intended to serve the Hinsdale suburban community with a full range of locally oriented business uses commonly located along established traffic routes. (1991 Code)

Sec. 5-102: Permitted Uses:

The following uses and no others are permitted as of right in the business districts indicated in the following table. In interpreting the use designations, reference should be made to the "Standard Industrial Classification Manual" (see appendix A of this code) and section 11-501 of this code. SIC codes are given in parentheses following each use listing.

	B-1	B-2	B-3
<i>A. Construction, Special Trade Contractors:</i>			
1. General building contractors; residential buildings (152).			P
2. Operative builders (153).			P
3. Plumbing, heating, and air conditioning contractors (171).		P	P
4. Painting and paper hanging contractors (172).		P	P
5. Electrical work contractors (173), but not highway lighting and electrical signal construction.		P	P
6. Masonry, stone setting, and other stone work contractors (1741).			P
7. Plastering, drywall, acoustical, and insulation work contractors (1742).		P	P
8. Terrazzo, tile, marble, and mosaic work contractors (1743).			P
9. Carpentry and floor work contractors (175).		P	P
10. Roofing, siding, and sheet metal work contractors (176).			P
11. Glass and glazing work contractors (1793).		P	P
12. Special trade contractors not elsewhere classified (1799).		P	
<i>B. Printing, Publishing, And Allied Industries:</i>			
1. Commercial printing (275).			P
<i>C. Retail Trade:</i>			
1. Lumber and other building materials dealers (521).			P
2. Paint, glass, and wallpaper stores (523).	P	P	P
3. Hardware stores (525).	P	P	P
4. Department stores (531).	P	P	P
5. Variety stores (533).	P	P	P
6. Miscellaneous general merchandise stores (539).	P	P	P
7. Grocery stores (541).	P	P	P
8. Meat and fish markets (543).	P	P	P
9. Fruit and vegetable markets (543).	P	P	P
10. Candy, nut, and confectionery stores (544).	P	P	P
11. Dairy products stores (545).	P	P	P
12. Retail bakeries (546).	P	P	P
13. Miscellaneous food stores (549).	P	P	P
14. New and used motor vehicle dealers (551), but only on lots abutting Ogden Avenue.			P
15. Auto and home supply stores (553), but not including service bays.	P	P	P
16. Men's and boys' clothing and accessory stores (561).	P	P	P
17. Women's clothing stores (562).	P	P	P
18. Women's accessory and specialty stores (563).	P	P	P
19. Children's and infants' wear stores (564).	P	P	P
20. Family clothing stores (565).	P	P	P
21. Shoe stores (566).	P	P	P

22. Miscellaneous apparel and accessory stores (569).	P	P	P
23. Home furniture and furnishings stores (571).	P	P	P
24. Household appliance stores (572).	P	P	P
25. Radio, television, consumer electronics, and music stores (573).	P	P	P
26. Eating places (5812), including accessory outdoor seating, but not including live entertainment or drive-in establishments.	P	P	P
27. Drinking places (5813) accessory to permitted eating places.			P
28. Drugstores and proprietary stores (591).	P	P	P
29. Used merchandise stores (593).	P	P	P
30. Sporting good stores and bicycle shops (5941).	P	P	P
31. Bookstores (5942).	P	P	P
32. Stationery stores (5943).	P	P	P
33. Jewelry stores (5944).	P	P	P
34. Hobby, toy, and game shops (5945).	P	P	P
35. Camera and photographic supply stores (5946).	P	P	P
36. Gift, novelty, and souvenir shops (5947).	P	P	P
37. Luggage and leather goods stores (5948).	P	P	P
38. Sewing, needlework, and piece goods stores (5949).	P	P	P
39. Florists (5992).	P	P	P
40. Tobacco stores and stands (5993).	P	P	P
41. News dealers and newsstands (5994).	P	P	P
42. Optical goods stores (5995).	P	P	P
43. Miscellaneous retail stores (5999), but not including auction rooms, firework sales, gravestone sales, sales barns, or tombstone sales.	P	P	P
<i>D. Finance, Insurance And Real Estate:</i>			
1. Depository and nondepository credit institutions (60-61), but not on the first floor of any structure in the B-2 district except expansion of such an institution existing on such a first floor as of January 1, 1994, into additional first floor space owned by such an institution as of January 1, 1994, in the same structure or an abutting structure, and except expansion of such an institution into first floor space that does not abut a street, provided that such expansion does not occupy more than 50 percent of the depth of the overall tenant space, and not including drive-in establishments or automatic teller machines, except teller machines attached to the principal structure on the lot.		P	
2. Security and commodity brokers, dealers, exchanges, and services (62), but not on the first floor of any structure in the B-2 district.	P	P	P
3. Insurance carriers, agents, brokers, and service (63-64), but not on the first floor of any structure in the B-2 district.	P	P	P
4. Real estate offices (65), but not on the first floor of any structure in the B-2 district.	P	P	P
5. Holding and other investment offices (67), but not on the first floor of any structure in the B-2 district.	P	P	P
<i>E. Services:</i>			
1. Veterinary services for animal specialties (0742).			P
2. Grooming services for pets (0752).			P

3. Laundry, cleaning, and garment services (721), but not including dry cleaning plants (7216) or industrial launderers (7218).	P	P	P
4. Photographic studios, portrait (722).	P	P	P
5. Beauty shops (723).	P	P	P
6. Barbershops (724).	P	P	P
7. Shoe repair shops and shoeshine parlors (725).	P	P	P
8. Tax preparation services (7291), but not on the first floor of any structure in the B-2 district.	P	P	P
9. Advertising services (731), but not on the first floor of any structure in the B-2 district.	P	P	P
10. Mailing, reproduction, commercial art and photography, and stenographic services (733).	P	P	P
11. Services to dwellings and other buildings (734).			P
12. Employment agencies (7361), but not on the first floor of any structure in the B-2 district.	P	P	
13. Help supply services (7363), but not on the first floor of any structure in the B-2 district.	P	P	P
14. Computer programming, data processing, and other computer related services (737), but not on the first floor of any structure in the B-2 district.	P	P	P
15. Electrical repair shops (762), but not including refrigeration and air conditioning service and repair shops (7632).	P	P	P
16. Watch, clock, and jewelry repair (763).	P	P	P
17. Reupholstery and furniture repair (764).			P
18. Videotape rental (784).	P	P	P
19. Offices and clinics of doctors of medicine, dentists, osteopaths, chiropractors, optometrists, podiatrists, and other health practitioners (801-804), but not on the first floor of any structure in the B-2 district.	P	P	P
20. Kidney dialysis centers (8092).			P
21. Legal services (81), but not on the first floor of any structure in the B-2 district.	P	P	P
22. Engineering, architectural, and surveying services (871), but not on the first floor of any structure in the B-2 district.	P	P	P
23. Accounting, auditing, and bookkeeping services (872), but not on the first floor of any structure in the B-2 district.	P	P	P
24. Management and public relations services (874), but not on the first floor of any structure in the B-2 district.	P	P	P
25. Miscellaneous services (89), but not on the first floor of any structure in the B-2 district.		P	P
26. Miscellaneous business and professional office uses not listed herein, but not on the first floor of any structure in the B-2 district.		P	P
27. Small parcel store (733 and 4783).	P		
28. Professional, home based, supplemental education program centers.	P		
F. <i>Transportation And Utility Services:</i>			
1. Office of local and suburban transit and interurban highway passenger transportation companies (41), but not including terminals, stations, vehicle yards, or garages and not on the first floor of any structure in the B-2 district.		P	P

2. Travel agencies (4724).	P	P	P
3. Tour operators (4725), but not on the first floor of any structure in the B-2 district.	P	P	P
4. Airline, bus, and railroad ticket offices (4729).	P	P	P
5. Offices of communications and utility companies (48-49), but not on the first floor of any structure in the B-2 district.	P	P	P
6. Personal wireless services antennas, with or without antenna support structures, and related electronic equipment and equipment structures (481); but only where: a) the antenna and any necessary antenna support structure are fully enclosed or shielded from view from any point located off the zoning lot on which they are located by a structure otherwise permitted on the zoning lot and all electronic equipment is fully enclosed in a structure otherwise permitted on the zoning lot, or b) the antenna or antennas are limited to omnidirectional or whip antennas and directional or panel antennas and are located on a lawfully preexisting building that will serve as an antenna support structure and all electronic equipment is fully enclosed in a structure otherwise permitted on the zoning lot and, in either such case, such antenna, support structure and equipment fully comply with all standards and requirements applicable thereto.			
G. <i>Dwelling Units</i> : Dwelling units shall be subject to the lot area provisions applicable to the R-5 district; provided, however, that no dwelling unit shall be located on the first floor of any structure.		P	P

(Ord. 92-27, §2, 8-18-1992; Ord. 94-2, §2, 1-4-1994; Ord. 94-11, §2, 3-1-1994; Ord. 97-4, §3A, 3-4-1997; Ord. O2005-02, §2, 1-18-2005; Ord. O2006-76, §2, 10-17-2006; Ord. O2007-50, §2, 7-17-2007; Ord. O2009-19, §2, 3-17-2009; Ord. O2010-14, §2, 3-23-2010; Ord. O2011-55, 11-15-2011)

Sec. 5-103: Accessory Structures And Uses:

Accessory structures and uses are permitted in all business districts subject to the provisions of section 9-101 of this Code. (1991 Code)

Sec. 5-104: Temporary Uses:

Temporary uses are permitted in all business districts subject to the provisions of section 9-103 of this Code. (1991 Code)

Sec. 5-105: Special Uses:

Except as specifically limited in the following table, the uses listed in the following table may be permitted in the business districts indicated subject to the issuance of a special use permit as provided in section 11-602 of this Code. In interpreting the use designations, reference should be made to the "Standard Industrial Classification Manual" (see appendix A of this Code) and section 11-501 of this Code. SIC codes are given in parentheses following each use listing.

	B-1	B-2	B-3
A. <i>Retail Trade</i> :			
1. Retail nurseries, lawn, and garden supply stores (526).	S		S
2. Expansion of existing new and used motor vehicle dealers (551), but only on lots abutting Ogden Avenue.			S
3. Auto and home supply stores (553), with service bays.			S
4. Gasoline service stations (554).	S		S
5. Live entertainment accessory to permitted eating places.	S	S	S

6. Repealed.			
7. Carryout eating places (5812).	S	S	S
8. Drugstores and pharmacies with drive-throughs.	S		
B. <i>Finance, Insurance, And Real Estate:</i>			
1. Depository and nondepository credit institutions (60-61), not including drive-in establishments or automatic teller machines, except automatic teller machines attached to the principal structure on the lot and only subject to the provisions of subsection 5-109G of this article.	S		S
2. Drive-in depository and nondepository credit institutions (60-61), but only subject to the provisions of subsection 5-109H of this article.	S	S	S
3. Automatic teller machines when not attached to the principal structure on the lot.	S	S	S
C. <i>Services:</i>			
1. Districts, this use is allowed in stand-alone buildings only.	S	S	
2. Laundry and dry cleaning plants (7211/7216).	S		S
3. Miscellaneous personal services (729), but not including coin operated service machine operation, comfort station operation, dating services, escort services, locker rental, massage parlors, restroom operation, steam baths, tattoo parlor, turkish baths, or wedding chapels.	S	S	S
4. Medical and miscellaneous equipment rental and leasing (7352/7359).		S	S
5. Passenger car rental and leasing (7514-7515).			S
6. Automobile parking (752), but not tow in parking lots.	S	S	S
7. Automotive repair shops (753), but not including tire retreading (7534).	S		S
8. Car washes (7542).	S		S
9. Motion picture theaters, except drive-in establishments (7832).		S	S
10. Dance studios, schools, and halls (7911), but not on the first floor of any structure in the B-2 District.		S	S
11. Physical fitness facilities (7991), but not on the first floor of any structure in the B-2 District.	S	S	S
12. Membership sports and recreation clubs (7997), but not on the first floor of any structure in the B-2 District.	S	S	S
13. Medical and dental laboratories (807), but not on the first floor of any structure in the B-2 District.		S	S
14. Correspondence and vocational schools (824).			S
15. Child daycare services (835), but not on the first floor of any structure in the B-2 District.		S	S
16. Business associations (861), but not on the first floor of any structure in the B-2 District.		S	S
17. Professional membership organizations (862), but not on the first floor of any structure in the B-2 District.		S	S
18. Labor organizations (863), but not on the first floor of any structure in the B-2 District.		S	S
19. Civic, social, and fraternal associations (864), but not on the first floor of any structure in the B-2 District.		S	S
20. Political organizations (865), but not on the first floor of any structure in the B-2 District.		S	S

21. Membership organizations not elsewhere classified (869), but not on the first floor of any structure in the B-2 District.		S	S
22. Musical tutoring services (8299), but not on the first floor of any structure in the B-2 District and not in any structure that is not freestanding.		S	
23. Boarding kennels (0752). In B-1 Districts, this use is allowed in stand-alone buildings only.	S		
24. Pet hospitals (0742). In B-1 Districts, this use is allowed in stand-alone buildings only.	S		
25. Educational services, but not on the first floor of any structure in the B-2 District.		S	S
26. Automobile driving instruction, but not on the first floor of any structure in the B-1 District.	S		
D. Transportation And Utility Services:			
1. Local and suburban passenger transportation terminals and stations (41), but not including vehicle yards or garages.		S	S
2. Household goods warehousing (4225), self-service only, but only on lots abutting Ogden Avenue.			S
3. Personal wireless services antennas, with or without antenna support structures, and related electronic equipment and equipment structures (481) not otherwise permitted pursuant to section 5-102 of this article.			
E. Miscellaneous:			
1. Planned developments.	S	S	S
2. Hotels (7011).			S
3. Lifestyle housing, subject to the planned development provisions of subsection 11-603M of this Code.	S		S

(Ord. 92-27, §3, 8-18-1992; Ord. 97-4, §3B, 3-4-1997; Ord. O2002-66, §2, 10-1-2002; Ord. O2003-45, §2, 8-19-2003; Ord. O2005-02, §3, 1-18-2005; Ord. O2006-76, §3, 10-17-2006; Ord. O2007-62, §2, 9-4-2007; Ord. O2009-47, §2, 9-1-2009; Ord. O2011-53, 11-15-2011; Ord. O2012-38, 9-13-2012; Ord. O2017-10, 3-7-2017; Ord. O2017-33, 7-11-2017; Ord. O2018-05, 2-15-2018)

Sec. 5-106: Parking And Loading Requirements:

The parking and loading requirements applicable in all Business Districts are set forth in sections 9-104 and 9-105 of this Code. (1991 Code)

Sec. 5-107: Sign Regulations:

The sign regulations applicable in all Business Districts are set forth in section 9-106 of this Code. (1991 Code)

Sec. 5-108: Buffers And Landscaping:

The requirements relating to buffering and landscaping of certain uses and structures in all Business Districts are set forth in section 9-107 of this Code. (1991 Code)

Sec. 5-109: Special Development And Use Regulations:

A. Exterior Appearance And Site Plan Review: No construction or development requiring a building permit and affecting the exterior appearance of any structure shall be permitted in any Business District except upon approval of the building permit application by the Board of Trustees pursuant to section 11-606 of this Code and site plan approval by the Board of Trustees pursuant to section 11-604 of this Code. This

subsection shall not be construed as a limit on any other requirement for site plan approval pursuant to section 11-604 of this Code.

B. Ground Floor Uses In B-2 District: No use other than permitted and specially permitted retail trade uses and bank and other credit agency uses shall be allowed on the ground floor of any structure in the B-2 District.

C. Manufacturing Limited: No manufacturing, processing, or treatment of products shall be conducted on any premises in any Business District, except those that are incidental to a principal retail business use. At least seventy five percent (75%) of all products produced on the premises shall be sold at retail on the premises.

D. Storage Limited: Except when specially permitted in the B-3 District pursuant to subsection 5-105D2 of this article, no storage or warehousing of any product shall be permitted in any Business District except such as is incidental to a principal retail use.

E. Personal Wireless Services Antennas, With Or Without Antenna Support Structures, And Related Electronic Equipment And Equipment Structures: The following additional regulations shall apply to the construction or development of personal wireless services antennas, with or without antenna support structures, and related electronic equipment and equipment structures in the B-3 District:

1. Location: Personal wireless services antennas shall be located on lawfully preexisting antenna support structures or other lawfully preexisting buildings or structures wherever possible. No special use permits authorizing construction of a new antenna support structure or addition to or expansion of an existing antenna support structure or existing building or structure shall be authorized unless the applicant is able to demonstrate that no lawfully preexisting antenna support structure or lawfully preexisting building or structure is available, on commercially reasonable terms, and sufficient for the location of an antenna necessary for the provision of personal wireless services.

2. Design Of New Antenna Support Structures For Collocation: Unless otherwise authorized by the Board of Trustees for good cause shown, every new personal wireless services antenna support structure, whether constructed as a permitted or special use, shall be designed, constructed and installed to be of a sufficient size and capacity to allow the location of additional personal wireless services antennas to accommodate at least one additional personal wireless service provider on such structure in the future. Any special use permit for such a support structure may be conditioned upon the agreement of the applicant to allow collocation of other personal wireless service providers on commercially reasonable terms specified in such special use permit.

3. Tower Design: Every new personal wireless services antenna support structure that is of a tower design shall:

- (a) Be a monopole rather than latticework, unless otherwise authorized by the Board of Trustees for good cause shown;
- (b) Not be illuminated or have any signs installed thereon unless otherwise required by federal law or regulations; and
- (c) Be located at least twenty feet (20') from any other such structure.

Any deck on such a tower shall be centered on the tower and shall have not more than three (3) sides, with each side having dimensions that do not exceed five feet (5') vertically and twelve feet (12') horizontally.

4. Sizes Of Antennas On Buildings: Antennas located on a lawfully preexisting building shall not exceed the following dimensions:

- (a) Omnidirectional or whip antennas shall not exceed three inches (3") in diameter and fifteen feet (15') vertically; and
- (b) Directional or panel antennas shall not exceed two feet (2') horizontally and five feet (5') vertically.

5. Protection Against Climbing: Every personal wireless services antenna and antenna support structure shall be protected against unauthorized climbing or other access by the public.

6. Color: Every personal wireless services antenna and antenna support structure shall be of neutral colors that are harmonious with, and that blend with, the natural features, buildings and structures surrounding such antenna and antenna support structures; provided, however, that directional or panel

antennas and omnidirectional or whip antennas located on the exterior of a building that will also serve as an antenna support structure shall be of colors that match, and cause the antenna to blend with, the exterior of the building.

7. Equipment Enclosures: All electronic and other related equipment and appurtenances necessary for the operation of any personal wireless services antenna shall, whenever possible, be located within a lawfully preexisting structure or completely below grade. When a new structure is required to house such equipment, such structure shall be harmonious with, and blend with, the natural features, buildings and structures surrounding such structure.

8. Licenses And Permits: The operator of every personal wireless services antenna shall submit to the village manager copies of all licenses and permits required by other agencies and governments with jurisdiction over the design, construction, location and operation of such antenna and shall maintain such licenses and permits and provide evidence of renewal or extension thereof when granted.

9. Compliance With Plans: Every personal wireless services antenna and antenna support structure shall comply with all plans approved by the village.

10. Limited To Applicant: Every ordinance granting approval of a special use permit for a personal wireless services antenna or antenna support structure shall state that any assignment or transfer of the special use permit or any of the rights thereunder may be made only with the approval of the board of trustees.

11. Term Limitation: Every ordinance granting approval of a special use permit for a personal wireless services antenna or antenna support structure may provide that:

(a) Where the provider of personal wireless services is not the owner of the land on which such antenna or structure is located, the term of the special use permit is limited to the term of the lease or other agreement granting rights to use the land; and

(b) The special use permit shall be subject to review by the board of trustees, at ten (10) year intervals, to determine whether the technology in the provision of personal wireless services has changed such that the necessity for the special permit at the time of its approval has been eliminated or modified, and whether the special use permit should be modified or terminated as a result of any such change.

12. Abandonment And Removal: When one or more antennas, an antenna support structure, or related equipment are not operated for the provision of personal wireless services for a continuous period of twelve (12) months or more, such antenna, antenna support structure, or related equipment may be deemed to be abandoned by the village. The owner of such an antenna, antenna support structure, or related equipment shall remove such items within ninety (90) days following the mailing of written notice that removal is required. Such notice shall be sent by certified or registered mail, return receipt requested, by the village to such owner at the last known address of such owner. If two (2) or more providers of personal wireless services use the antenna support structure or related equipment to provide personal wireless services, then the period of nonuse under this provision shall be measured from the cessation of operation at the location of such antenna support structure or related equipment by all such providers.

13. Additional Standards For Review: In addition to the special use standards contained in subsection 11-602E of this code, and the requirements of this subsection E, the following factors may also be considered in the review of special use permit for personal wireless services antennas, with or without antenna support structures, and related electronic and equipment structures:

(a) Where the antenna support structure is a tower, the height thereof, its proximity to residential structures and residential district boundaries, and the design characteristics that have the effect of reducing or eliminating, or failing to reduce or eliminate, the visual obtrusiveness thereof;

(b) The nature of the uses on adjacent and nearby property;

(c) The surrounding topography, tree coverage and foliage; and

(d) The availability of suitable lawfully existing structures, as described in subsections E1 and E2 of this section.

F. Expansion Of New Or Used Motor Vehicle Dealer On Ogden Avenue: (Repealed)

G. Depository And Nondepository Credit Institutions In The B-1 And B-3 Districts: The special use set forth in subsection 5-105B1 of this article may be granted for a depository or drive-in nondepository credit institution subject to the following provisions:

1. Location Of New Institutions: No new depository and nondepository credit institution shall be permitted on the first floor in any building.

2. Parking: Every new depository or nondepository credit institution shall be required to provide all required parking on site notwithstanding any provision of this code to the contrary.

3. Conditions: The board of trustees may impose on the special use such conditions and limitations concerning use, construction, character, location, landscaping, screening, and other matters relating to the purposes and objectives of this code as may be necessary or appropriate to limit the impact of the use on the vitality of the commercial/retail environment in the vicinity of the institution and to prevent or minimize adverse effects of the use on property and improvements in the vicinity of the subject property, on public facilities and services, and on the aesthetics of the street frontage in the vicinity of the building.

H. Drive-In Depository And Nondepository Credit Institutions: The special use set forth in subsection 5-105B2 of this article may be granted for a drive-in depository or drive-in nondepository credit institution subject to the following provisions:

1. Number Of Drive-In Lanes: No more than two (2) drive-in lanes shall be permitted under any circumstances, including any drive-in lane for an automatic teller machine. The board of trustees may further limit the number of, or prohibit, drive-in lanes.

2. Location Of Drive-In Lanes: Drive-in lanes shall not be permitted in any front or corner side yard; provided, however, only that a required access drive aisle from the public street to the drive-in lanes may traverse a front or corner side yard in a manner that minimizes the lot coverage within that front or corner side yard.

3. Traffic Study: With every application for a special use for a drive-in depository or nondepository credit institution, the applicant shall provide a traffic study prepared by an expert transportation planning consultant.

4. Pedestrian Access To Automatic Teller Machines: Pedestrian access to one or more automatic teller machines shall be provided at each drive-in depository and nondepository credit institution, and pathways shall be provided in a manner that keeps pedestrian access separate from vehicular drive-in lanes.

5. Conditions: The board of trustees may impose on the special use such conditions and limitations concerning use, construction, character, location, landscaping, screening, and other matters relating to the purposes and objectives of this code as may be necessary or appropriate to limit the impact of the use on the vitality of the commercial/retail environment in the vicinity of the institution and to prevent or minimize adverse effects of the use on property and improvements in the vicinity of the subject property, on public facilities and services, and on the aesthetics of the street frontage in the vicinity of the building.

I. Drive-Through Lane At A Drugstore Or Pharmacy: The special use provided in subsection 5-105A8 of this article may be granted subject to the following conditions:

1. Number Of Drive-Through Lanes: No more than one drive-through lane shall be permitted.

2. Location Of Drive-Up/Pick Up Window And Drive-Through Lane: A drive-up/pick up window and a drive-through lane shall not be permitted in any front or corner side yard. A required access drive aisle from the public street to the drive-through lane, however, may traverse a front or corner side yard in a manner that minimizes the lot coverage within that front or corner side yard.

3. Traffic Study: An applicant for a special use for a drive-through lane at a drugstore or pharmacy must provide a traffic study provided by an expert transportation planning consultant.

4. Conditions: The board of trustees may impose on the special use such conditions and limitations concerning use, construction, character, location, landscaping, screening, and other matters relating to the purposes and objectives of this code as may be necessary or appropriate to limit the impact of the use on the vitality of the commercial/retail environment in the vicinity of the use and to prevent or minimize adverse effects of the use on property and improvements in the vicinity of the property that is the subject of the special use, on public facilities and services, and on the aesthetics of the street frontage in the vicinity of the

applicable building. (Ord. 97-4, §3D, 3-4-1997; Ord. O2003-45, §3, 8-19-2003; Ord. O2005-02, §4, 1-18-2005; Ord. O2007-62, §3, 9-4-2007; Ord. O2009-47, §3, 9-1-2009)

Sec. 5-110: Bulk, Space, And Yard Requirements:

The building height, lot, yard, setback, floor area ratio, and coverage requirements applicable in the business districts are set forth in the following table. Footnote references appear in subsection G of this section.

	B-1	B-2	B-3
A. Maximum Height: ¹			
1. Principal structures:			
(a) Feet	30	30 ^{2,14}	30
(b) Stories	2	2 ¹⁴	2
(whichever is less)			
2. Accessory structures	15	15	15
B. Minimum Lot Area And Dimensions: ³			
1. Total lot area (square feet):			
(a) Planned development	None	None	None
(b) All other uses	6,250	2,500	6,250
2. Lot width (feet) ⁶	50	20	50
3. Lot depth (feet) ⁶	125	125	125
C. Minimum Yards And Setbacks: ^{3,4,5,6,7,8,9}			
1. Front and corner side (feet):			
(a) Yards	25	0	25
(b) Setback from Ogden Avenue centerline	100	n/a	100
(c) All other setbacks	25	0	25
2. Side (feet): ¹⁰			
(a) Yard	10	0	10
(b) Setback	10	0	10
3. Rear (feet): ¹⁰			
(a) Yard	20	20	20 ¹¹
(b) Setback	20	20	20
D. Maximum Floor Area Ratio:	0.35	2.5 ¹²	0.50
E. Maximum Total Lot Coverage:	90 percent	100 percent	90 percent
F. Maximum Total Building Coverage:	n/a	80 percent ¹³	n/a

G. Exceptions And Explanatory Notes:

1. Height Exception:

(a) Flagpoles: Flagpoles may extend to a height of ten feet (10') above the highest point of the roof of the principal structure to which they are attached.

(b) Personal Wireless Services: Personal wireless services antennas, with or without antenna support structures, and related electronic equipment and equipment structures, may extend to the following heights:

(i) Personal wireless services antenna support structures of a tower design may extend to a height of seventy feet (70') in the B-3 district;

(ii) Omnidirectional or whip antennas may extend to a height of fifteen feet (15') above the highest point of the roof of the building or structure to which they are attached in the B-3 district;

(iii) Directional or panel antennas may not extend above the highest point of the building or structure to which they are attached or more than two feet (2') from the exterior of any wall or roof of the building or structure to which they are attached in the B-3 district; and

(iv) Related electronic equipment and equipment structures shall not exceed applicable district height limitations.

2. Height Increase In The B-2 District If Exceptional Architectural Merit: The board of trustees may increase by not more than twenty percent (20%) the maximum height for a principal structure in the B-2 district; provided, however, that any such increase shall apply only to the exterior facade of the building and shall be limited to such architectural features as turrets, parapets, spires, finials, clock towers, cupolas, weather vanes, and similar features. An architectural feature for which a height increase is granted must be integral to the design excellence of the building as a whole. If a height variation has been granted pursuant to subsection 11-503E1(d) of this code, then the maximum percentage of increase in height authorized by this subsection G2 shall be reduced from twenty percent (20%) in an amount proportionate to the increase that has been authorized by such variation.

3. Nonconforming Lots: See section 10-105 of this code for lot requirements with respect to legal nonconforming lots of record.

4. Yard Requirements For Uses Without Structures: On any lot occupied by a use without structures, the minimum yards that would otherwise be required for such lot shall be provided and maintained.

5. Visibility Across Corners: Any other provision of this code to the contrary notwithstanding, nothing shall be erected, placed, planted, allowed to grow, or maintained on any corner lot in any business district other than the B-2 district in violation of the provisions of title 7, chapter 1, article D of the village code.

6. Special Yard And Setback Requirements In Planned Developments: Special perimeter open space, setback, and spacing requirements for planned developments are set forth in subsections 11-603E2(f) and E2(g) of this code. Such requirements shall not be waived under any circumstances.

7. Special Setbacks For Signs: Special setbacks established for some signs by subsections 9-106F, H, I, and J of this code shall control over the yards and setbacks established in the table.

8. Specified Structures And Uses In Required Yards: The following structures and uses, except as limited below, may be located in any required yard:

(a) Statuary, arbors, trellises, and ornamental light standards having a height of eight feet (8') or less; and

(b) Awnings, canopies, eaves, and gutters projecting not more than three feet (3') into the required yard; and

(c) Fire escapes when required pursuant to applicable codes and ordinances; and

(d) Bay windows and balconies projecting not more than three feet (3') from an exterior wall for a distance not more than one-third ($\frac{1}{3}$) of the length of such wall; provided that such projections shall come entirely within planes drawn from the main corners of the building at an interior angle of twenty two and one-half degrees ($22\frac{1}{2}^\circ$) with the wall in question; and

(e) Chimneys, flues, belt courses, leaders, sills, pilasters, lintels, ornamental features, cornices, and the like projecting not more than two feet (2') from an exterior wall; and

(f) Outside stairways projecting from an exterior wall not more than three feet (3') and having a height of four feet (4') or less; and

(g) Flagpoles; and

(h) Terraces; and

- (i) Fences, walls, and hedges, subject to the limitations of section 9-107 of this code; and
- (j) Driveways, subject to the limitations of subsection 9-104C of this code.

9. Platted Building Lines: See subsection 12-101F of this code.

10. Side And Rear Yard Regulations For Accessory Structures And Uses: Accessory parking areas and lots wherever located and other detached accessory structures and uses when located within the rear twenty percent (20%) of the lot shall not be required to maintain an interior side or rear yard or setback in excess of ten feet (10') if such interior side or rear yard is contiguous to any property zoned in any residential district or in excess of five feet (5') if no part of such interior side or rear yard is contiguous to any property zoned in any residential district; provided, however, that this regulation shall not apply to antennas and antenna support structures.

11. Special Rear Yard Exception In B-3 District: No lot zoned in the B-3 district shall be required to have a side or rear yard along a lot line of such lot which is contiguous to a railroad right of way, provided such lot is not contiguous to any lot zoned in any residential district.

12. Special Floor Area Ratio Regulation For The B-2 District: The maximum floor area ratio permitted for lots zoned in the B-2 district and developed to a floor area ratio exceeding two and one-half (2½) shall be the floor area ratio existing as of the effective date of this code.

13. Special Coverage Regulations For The B-2 District: The maximum total lot coverage permitted for lots zoned in the B-2 district and covered by a building to a percentage greater than eighty percent (80%) shall be the percentage of building coverage existing as of the effective date of this code. Any elevator required by the Illinois accessibility code, 71 Illinois administrative code 400 et seq., shall not be included in the maximum total lot coverage calculation in the B-2 district. Any required elevator shall be subject to exterior appearance and site plan review pursuant to subsection 5-109A of this article.

14. Height Increases For Principal Structure Existing Before April 20, 2010, In The B-2 District: A principal structure in the B-2 district that as of April 20, 2010, exceeds two (2) stories and/or thirty feet (30') in "height", as that term is defined in section 12-206 of this code, as amended, may be altered, renovated, replaced, maintained, repaired or reconstructed to the same condition that existed as of said date, including, but not limited to, the number of stories, height, lot coverage and setback of the principal structure, notwithstanding the nonconformance of the principal structure before and after the alteration, renovation, replacement, maintenance, repair or reconstruction; provided, however, the protection afforded by this note shall not apply to any such structure that is brought into conformance after April 20, 2010. (Ord. 95-28, §2, 9-5-1995; Ord. 97-4, 3-4-1997; Ord. O2004-25, §§2, 3, 5-4-2004; Ord. O2007-63, §2, 9-4-2007; Ord. O2010-25, §2, 4-20-2010; Ord. O2010-50, 10-19-2010)

ARTICLE VI. OFFICE DISTRICTS

SECTION:

6-101: Purposes

6-102: O-3 District Mapping Restriction

6-103: Permitted Uses

6-104: Accessory Structures And Uses

6-105: Temporary Uses

6-106: Special Uses

6-107: Parking And Loading Requirements

6-108: Sign Regulations

6-109: Buffers And Landscaping

6-110: Special Development And Use Regulations

6-111: Bulk, Space, And Yard Requirements

Sec. 6-101: Purposes:

Three (3) zoning districts are provided for office development. The office districts accommodate a range of suburban office space alternatives in keeping with the residential and local business atmosphere in the village.

In the office districts, the combination of use regulations and varied bulk and yard regulations is intended to:

- A. Perpetuate the existing high quality character of the village by preserving established office use areas while permitting only beneficial new office development consistent with the overall character and land use patterns of the existing village; and
- B. Assure through height limits, setback and open space requirements, and mapping decisions that all office development is compatible with the residential scale of village; and
- C. Implement through reasonable regulation the purposes and intent of this code.

Specifically, the O-1 specialty office district is intended to provide for small offices in the older areas of the village adjacent to the central business areas where it is possible to retain the residential character and appearance of the village and at the same time promote limited business activity. The uses permitted are characterized by low traffic volume and limited outdoor advertising. The regulations of the O-1 district are designed to encourage the retention and renovation of sound existing structures and to ensure that the office uses remain compatible with the residential uses while permitting the area to maintain a distinctive residential character. Replacement structures in the O-1 district also must have a residential character and appearance. The O-1 district normally is small in size and located to provide a transition between residential areas and less restricted districts.

The O-2 limited office district is designed to provide for the general needs of business and professional offices and related business uses on smaller sites in scattered areas throughout the village. Bulk and height regulations encourage development that is architecturally consistent with smaller sites and compatible with nearby residential uses.

The O-3 general office district is provided to accommodate the needs of business and professional offices and related business uses requiring a somewhat wider range of office space with a somewhat higher intensity of pedestrian and vehicular traffic movements. Bulk and height regulations are consistent with a moderate amount of development. (1991 Code)

Sec. 6-102: O-3 District Mapping Restriction:

The O-3 district shall be mapped only on property lying north of Ogden Avenue and east of York Road. (1991 Code)

Sec. 6-103: Permitted Uses:

The following uses and no others are permitted as of right in the office districts indicated in the following table. In interpreting the use designations, reference should be made to the "Standard Industrial Classification Manual" (see appendix A) and section 11-501 of this code. SIC codes are given in parentheses following each use listing.

	O-1	O-2	O-3
A. <i>Transportation Services And Retail Trade:</i> Transportation services and retail trade, as follows, but only when located in a building in which at least eighty percent (80%) of the net floor area is devoted to uses other than transportation services or retail trade, and only when so designed, located, and advertised so as not to be visible or accessible except from the interior of such building:			
1. Travel agencies (4724).			P
2. Candy, nut, and confectionery stores (544).			P
3. Miscellaneous apparel and accessory stores (569).			P
4. Computer sales (5734).			P
5. Eating places (5812), but not including live entertainment and drive-in establishments.			P
6. Drinking places (5813) accessory to permitted eating places.			P
7. Drugstores and proprietary stores (5912), but not more than 1,000 square feet.			P
8. Stationery stores (5943).			P
9. Gift, novelty, and souvenir shops (5947).			P
10. Florists (5992).			P
11. Tobacco stores and stands (5993).			P
12. News dealers and newsstands (5994).			P
13. Optical goods stores (5995).			P
14. Beauty shops (723).			P
15. Barbershops (724).			P
B. <i>Finance, Insurance, And Real Estate:</i>			
1. Depository and nondepository credit institutions (60-61), not including drive-in establishments or automatic teller machines, except automatic teller machines attached to the principal structure on the lot.			P
2. Security and commodity brokers dealers, exchanges, and services (62).		P	P
3. Insurance carriers, agents, brokers, and service (63-64).	P	P	P
4. Real estate offices (65).		P	P
5. Holding and other investment offices (67).		P	P
C. <i>Printing, Publishing, And Allied Industries:</i>			
1. Commercial printing (275).			P
D. <i>Retail Trade:</i>			
1. Drugstores and proprietary stores (5912), but not more than 1,000 square feet.		P	
2. Optical goods stores (5995).		P	
E. <i>Services:</i>			
1. Landscape counseling and planning (0781).	P	P	P

2. Funeral homes or parlors (726), but not crematories.		P	
3. Advertising services (731).	P	P	P
4. Mailing, reproduction, commercial art and photography, and stenographic services (733).		P	P
5. Commercial art and graphic design (7336).	P	P	P
6. Building cleaning and maintenance services (7349).		P	P
7. Medical equipment rental and leasing (7352).			P
8. Employment agencies (7361).		P	P
9. Help supply stores (7363).		P	P
10. Computer programming, data processing, and other computer related services (737).		P	P
11. Computer programming services (7371), but not including training services or programs.	P		
12. Offices of detective, guard, and armored car services (7381).		P	P
13. Offices of news syndicates (7383).		P	P
14. Interior design and decorating services (7389), but not including painters and paperhangers or showrooms or retail sales on the premises.	P	P	P
15. Physical fitness facilities (7991), but not gymnasiums, reducing facilities, slenderizing salons, or spas.			
16. Offices and clinics of doctors of medicine, dentists, osteopaths, chiropractors, optometrists, podiatrists, and other health practitioners (801-804), but not emergency treatment as a regular, advertised practice in the O-1 district.	P	P	P
17. Medical and dental laboratories (807).		P	
18. Home healthcare services (808).		P	P
19. Miscellaneous health and allied services not elsewhere classified (809).			P
20. Kidney dialysis centers (8092).		P	
21. Health and allied services not elsewhere classified (8099).		P	
22. Legal services (81).	P	P	P
23. Correspondence and vocational schools (824).			P
24. Individual and family social services (832).			P
25. Job training and vocational rehabilitation services (833).		P	P
26. Child daycare services (835).			P
27. Social services not elsewhere classified (839).		P	P
28. Business associations (861).		P	P
29. Professional membership organizations (862).		P	P
30. Labor organizations (863).		P	P
31. Civic, social, and fraternal associations (864).		P	P
32. Political organizations (865).		P	P
33. Membership organizations not elsewhere classified (869).		P	P
34. Engineering, architectural, and surveying services (871).	P	P	P
35. Accounting, auditing, and bookkeeping services (872).	P	P	P
36. Management and public relations services (874).		P	P

37. Manufacturers' representatives offices.	P		
38. Miscellaneous services (899).	P	P	P
39. Miscellaneous business and professional office uses not listed herein.	P	P	P
F. Transportation And Utility Services:			
1. Offices and agencies for the arrangement of passenger transportation services (472).		P	P
2. Offices of communications and utility companies (48-49), but not including antennas in excess of the district height limit.		P	P
3. Personal wireless services antennas, with or without antenna support structures, and related electronic equipment and equipment structures (481); but only where: a) the antenna and any necessary antenna support structure are fully enclosed or shielded from view from any point located off the zoning lot on which they are located by a structure otherwise permitted on the zoning lot and all electronic equipment is fully enclosed in a structure otherwise permitted on the zoning lot, or b) the antenna or antennas are limited to omnidirectional or whip antennas and directional or panel antennas and are located on a lawfully preexisting building that will serve as an antenna support structure and all electronic equipment is fully enclosed in a structure otherwise permitted on the zoning lot and, in either such case, such antenna, support structure and equipment fully comply with all standards and requirements applicable thereto.		P	P
G. Dwelling Units: Dwelling units, subject to the provisions of the R-5 District; provided, however, that there shall be no more than two (2) dwelling units located on each zoning lot.	P		

(Ord. 97-4, §4A, 3-4-1997; Ord. 2000-23, §2, 7-18-2000; Ord. O2005-02, §5, 1-18-2005)

Sec. 6-104: Accessory Structures And Uses:

Accessory structures and uses are permitted in all Office Districts subject to the provisions of section 9-101 of this Code. (1991 Code)

Sec. 6-105: Temporary Uses:

Temporary uses are permitted in all Office Districts subject to the provisions of section 9-103 of this Code. (1991 Code)

Sec. 6-106: Special Uses:

Except as specifically limited in the following table, the uses listed in the following table may be permitted in the Office Districts indicated subject to the issuance of a special use permit as provided in section 11-602 of this Code. In interpreting the use designations, reference should be made to the "Standard Industrial Classification Manual" (see appendix A of this Code) and section 11-501 of this Code. SIC codes are given in parentheses following each use listing.

	O-1	O-2	O-3
A. Finance, Insurance, And Real Estate:			
1. Depository and nondepository credit institutions (60-61), not including drive-in establishments or automatic teller machines, except automatic teller machines attached to the principal structure on the lot and only subject to the provisions of subsection 6-110L of this article.		S	

2. Drive-in depository and nondepository credit institutions (60-61), but only subject to the provisions of subsection 6-110M of this article.		S	S
3. Real estate offices (65).	S		
B. Services:			
1. Passenger car rental and leasing (7514/7515).			S
2. Physical fitness facilities (7991).			S
3. Membership sports and recreation clubs (7997).		S	S
4. Medical and dental laboratories (807).			S
5. Child daycare services (835).	S	S	
6. Research, development, and testing services (873).			S
7. Music schools, tutoring service, and educational curriculum development (8299).		S	
8. Yoga instruction (7999).		S	
9. Cooking schools (8299).	S	S	S
10. Design work and other office type functions incidental to a home or office remodeling business, but excluding any nonoffice type functions, such as retail sales, assembly, warehousing of materials, and manufacturing on the premises.		S	
11. Showrooms associated with a business as described in subsection B10 of this section, but excluding retail sales on the premises.		S	
12. Automobile driving instruction.		S	
C. General Office:			
1. Miscellaneous professional office uses.	S		
D. Transportation And Utility Services:			
1. Personal wireless services antennas, with or without antenna support structures, and related electronic equipment and equipment structures (481) not otherwise permitted pursuant to section 6-103 of this article.			S
2. Telecommunications equipment facility (4813).		S	
E. Miscellaneous:			
1. Planned developments.	S	S	S
2. Hotels (7011).			S
3. One dwelling unit accessory to a funeral home or parlor.		S	
4. Lifestyle housing, subject to the planned development provisions of subsection 11-603M of this Code.		S	

(Ord. 97-4, §4B, 3-4-1997; Ord. 2000-10, §2, 5-2-2000; Ord. O2002-66, §3, 10-1-2002; Ord. O2005-02, §6, 1-18-2005; Ord. O2006-32, §2, 5-16-2006; Ord. O2011-24, 5-18-2011; Ord. O2011-51, 11-15-2011; Ord. O2014-36, 10-21-2014; Ord. O2016-05, 1-19-2016; Ord. O2017-19, 4-18-2017; Ord. O2018-03, 2-15-2018)

Sec. 6-107: Parking And Loading Requirements:

The parking and loading requirements applicable in all Office Districts are set forth in sections 9-104 and 9-105 of this Code. (1991 Code)

Sec. 6-108: Sign Regulations:

The sign regulations applicable in all Office Districts are set forth in section 9-106 of this Code. (1991 Code)

Sec. 6-109: Buffers And Landscaping:

The requirements relating to buffering and landscaping of certain uses and structures in all Office Districts are set forth in section 9-107 of this Code. (1991 Code)

Sec. 6-110: Special Development And Use Regulations:

A. Exterior Appearance And Site Plan Review: No construction or development requiring a building permit and affecting the exterior appearance of any structure shall be permitted in any Office District except upon approval of the building permit application by the Board of Trustees pursuant to section 11-606 of this Code and site plan approval by the Board of Trustees pursuant to section 11-604 of this Code. This subsection shall not be construed as a limit on any other requirement for site plan approval pursuant to section 11-604 of this Code.

B. O-1 Specialty Office District:

1. Conversion Of Existing Structures: No permitted or specially permitted use shall be established in the O-1 District by the conversion or rebuilding of any structure originally designed for a residential use, unless the existing residential character of the structure is retained. The quality of exterior design shall be equal on all facades of the structure, and the materials used shall be of the same or comparable quality on all facades of the structure.

2. New Structures: Any new structure constructed in the O-1 District shall be designed to be compatible in appearance with adjacent single-family residential structures. Flat roofs shall be prohibited. The quality of exterior design shall be equal on all facades of the structure, and the materials used shall be of the same or comparable quality on all facades of the structure.

3. Visual Compatibility: All conversions of existing structures or new construction shall be designed to be visually compatible in terms of the materials used, shapes, textures, colors, projections, proportions, and scale with the buildings, public ways, and places to which they are visually related.

4. Exterior Lighting: All exterior lighting in any O-1 District shall be so arranged as to prevent direct glare of beams onto any Residential District by the use of lumina cutoffs.

5. Landscaping: Any yard in the O-1 District that abuts a Residential District shall be treated as a perimeter landscaped open space, as provided in subsection 9-107L of this Code.

C. Noise: No noise (other than ordinary vehicular noise) from operations of any use in the Office Districts shall be detectable at any point off the zoning lot on which the use is located.

D. Glare And Heat: No glare or heat from any operations of any use in the Office Districts shall be detectable at any point off the zoning lot on which the use is located.

E. Vibration: No earthborne vibration from any operations of any use in the Office Districts shall be detectable at any point off the zoning lot on which the use is located.

F. Air Pollution: No air pollution, including smoke or gas, odors, and particulate matter, from any operations of any use in the Office Districts shall be detectable at any point off the zoning lot on which the use is located, unless in compliance with all applicable regulations of the Illinois Environmental Protection Agency.

G. Electromagnetic Interference: Electromagnetic interference from any operations of any use in the Office Districts shall not adversely affect the operation of any equipment located off the zoning lot on which such interference originates.

H. Fire And Explosive Hazards: Materials that present potential fire and explosive hazards shall be transported, stored, and used only in conformance with all applicable Federal, State, and local laws.

I. Special Hazards: Hazardous, toxic, and radioactive materials shall be transported, stored, and used only in conformance with all applicable Federal, State, and local laws.

J. Safety Equipment: No research or development laboratory or commercial testing facility shall be established after the effective date of this Code unless the building in which such use is established shall be equipped with sprinkler systems, automatic fire detection and suppression systems, and Class 1 electrical fixtures as required by the then current Village codes for new construction.

K. Personal Wireless Services Antennas, With Or Without Antenna Support Structures, And Related Electronic Equipment And Equipment Structures: The following additional regulations shall apply to the construction or development of personal wireless services antennas, with or without antenna support structures, and related electronic equipment and equipment structures in the O-2 and O-3 Districts:

1. Location: Personal wireless services antennas shall be located on lawfully preexisting antenna support structures or other lawfully preexisting buildings or structures wherever possible. No special use permits authorizing construction of a new antenna support structure or addition to or expansion of an existing antenna support structure or existing building or structure shall be authorized unless the applicant is able to demonstrate that no lawfully preexisting antenna support structure or lawfully preexisting building or structure is available, on commercially reasonable terms, and sufficient for the location of an antenna necessary for the provision of personal wireless services.

2. Design Of New Antenna Support Structures For Collocation: Unless otherwise authorized by the Board of Trustees for good cause shown, every new personal wireless services antenna support structure, whether constructed as a permitted or special use, shall be designed, constructed and installed to be of a sufficient size and capacity to allow the location of additional personal wireless services antennas to accommodate at least one additional personal wireless service provider on such structure in the future. Any special use permit for such a support structure may be conditioned upon the agreement of the applicant to allow collocation of other personal wireless service providers on commercially reasonable terms specified in such special use permit.

3. Tower Design: Every new personal wireless services antenna support structure that is of a tower design shall:

(a) Be a monopole rather than latticework, unless otherwise authorized by the board of trustees for good cause shown;

(b) Not be illuminated or have any signs installed thereon unless otherwise required by federal law or regulations; and

(c) Be located at least twenty feet (20') from any other such structure.

Any deck on such a tower shall be centered on the tower and shall have not more than three (3) sides, with each side having dimensions that do not exceed five feet (5') vertically and twelve feet (12') horizontally.

4. Sizes Of Antennas On Buildings: Antennas located on a lawfully preexisting building shall not exceed the following dimensions:

(a) Omnidirectional or whip antennas shall not exceed three inches (3") in diameter and fifteen feet (15') vertically; and

(b) Directional or panel antennas shall not exceed two feet (2') horizontally and five feet (5') vertically.

5. Protection Against Climbing: Every personal wireless services antenna and antenna support structure shall be protected against unauthorized climbing or other access by the public.

6. Color: Every personal wireless services antenna and antenna support structure shall be of neutral colors that are harmonious with, and that blend with, the natural features, buildings and structures surrounding such antenna and antenna support structures; provided, however, that directional or panel antennas and omnidirectional or whip antennas located on the exterior of a building that will also serve as an antenna support structure shall be of colors that match, and cause the antenna to blend with, the exterior of the building.

7. Equipment Enclosures: All electronic and other related equipment and appurtenances necessary for the operation of any personal wireless services antenna shall, whenever possible, be located within a lawfully preexisting structure or completely below grade. When a new structure is required to house such equipment, such structure shall be harmonious with, and blend with, the natural features, buildings and structures surrounding such structure.

8. Licenses And Permits: The operator of every personal wireless services antenna shall submit to the village manager copies of all licenses and permits required by other agencies and governments with jurisdiction over the design, construction, location and operation of such antenna and shall maintain such licenses and permits and provide evidence of renewal or extension thereof when granted.

9. Compliance With Plans: Every personal wireless services antenna and antenna support structure shall comply with all plans approved by the village.

10. Limited To Applicant: Every ordinance granting approval of a special use permit for a personal wireless services antenna or antenna support structure shall state that any assignment or transfer of the

special use permit or any of the rights thereunder may be made only with the approval of the board of trustees.

11. Term Limitation: Every ordinance granting approval of a special use permit for a personal wireless services antenna or antenna support structure may provide that:

(a) Where the provider of personal wireless services is not the owner of the land on which such antenna or structure is located, the term of the special use permit is limited to the term of the lease or other agreement granting rights to use the land; and

(b) The special use permit shall be subject to review by the board of trustees, at ten (10) year intervals, to determine whether the technology in the provision of personal wireless services has changed such that the necessity for the special permit at the time of its approval has been eliminated or modified, and whether the special use permit should be modified or terminated as a result of any such change.

12. Abandonment And Removal: When one or more antennas, an antenna support structure, or related equipment are not operated for the provision of personal wireless services for a continuous period of twelve (12) months or more, such antenna, antenna support structure, or related equipment may be deemed to be abandoned by the village. The owner of such an antenna, antenna support structure, or related equipment shall remove such items within ninety (90) days following the mailing of written notice that removal is required. Such notice shall be sent by certified or registered mail, return receipt requested, by the village to such owner at the last known address of such owner. If two (2) or more providers of personal wireless services use the antenna support structure or related equipment to provide personal wireless services, then the period of nonuse under this provision shall be measured from the cessation of operation at the location of such antenna support structure or related equipment by all such providers.

13. Additional Standards For Review: In addition to the special use standards contained in subsection 11-602E, and the requirements of this subsection K, the following factors may also be considered in the review of special use permit for personal wireless services antennas, with or without antenna support structures, and related electronic and equipment structures:

(a) Where the antenna support structure is a tower, the height thereof, its proximity to residential structures and residential district boundaries, and the design characteristics that have the effect of reducing or eliminating, or failing to reduce or eliminate, the visual obtrusiveness thereof;

(b) The nature of the uses on adjacent and nearby property;

(c) The surrounding topography, tree coverage and foliage; and

(d) The availability of suitable lawfully existing structures, as described in subsections K1 and K2 of this section.

L. Depository And Nondepository Credit Institutions: The special use set forth in subsection 6-106A1 of this article may be granted for a depository or drive-in nondepository credit institution subject to the following provisions:

1. Limitation On Space: The board of trustees may impose a limitation on: a) the maximum permissible square footage of the ground floor and b) the maximum permissible street frontage of any building occupied by any new depository or nondepository credit institution if the board of trustees determines that any such limitation is appropriate to limit the impact of such institution on the vitality of business environment in the vicinity of the institution.

2. Parking: Every new depository or non-depository credit institution shall be required to provide all required parking on site notwithstanding any provision of this code to the contrary.

3. Conditions: The board of trustees may impose on the special use such conditions and limitations concerning use, construction, character, location, landscaping, screening, and other matters relating to the purposes and objectives of this code as may be necessary or appropriate to limit the impact of the use on the vitality of the business environment in the vicinity of the institution and to prevent or minimize adverse effects of the use on property and improvements in the vicinity of the subject property, on public facilities and services, and on the aesthetics of the street frontage in the vicinity of the building.

M. Drive-In Depository And Nondepository Credit Institutions: The special use set forth in subsection 6-106A2 of this article shall be subject to the following additional regulations:

1. **Number Of Drive-In Lanes:** No more than two (2) drive-in lanes shall be permitted under any circumstances, including any drive-in lane for an automatic teller machine. The board of trustees may further limit the number of, or prohibit, drive-in lanes.

2. **Location Of Drive-In Lanes:** Drive-in lanes shall not be permitted in any front or corner side yard; provided, however, only that a required access drive aisle from the public street to the drive-in lanes may traverse a front or corner side yard in a manner that minimizes the lot coverage within that front or corner side yard.

3. **Traffic Study:** With every application for a special use for a drive-in depository or nondepository credit institution, the applicant shall provide a traffic study prepared by an expert transportation planning consultant.

4. **Pedestrian Access To Automatic Teller Machines:** Pedestrian access to one or more automatic teller machines shall be provided at each drive-in depository and nondepository credit institution, and pathways shall be provided in a manner that keeps pedestrian access separate from vehicular drive-in lanes.

5. **Conditions:** The board of trustees may impose on the special use such conditions and limitations concerning use, construction, character, location, landscaping, screening, and other matters relating to the purposes and objectives of this code as may be necessary or appropriate to limit the impact of the use on the vitality of the business environment in the vicinity of the institution and to prevent or minimize adverse effects of the use on property and improvements in the vicinity of the subject property, on public facilities and services, and on the aesthetics of the street frontage in the vicinity of the building. (Ord. 97-4, §4D, 3-4-1997; Ord. O2005-02, §7, 1-18-2005)

Sec. 6-111: Bulk, Space, And Yard Requirements:

The building height, lot, yard, setback, floor area ratio, and coverage requirements applicable in the office districts are set forth in the following table. Footnote references appear in subsection H of this section at the end of the table.

	O-1	O-2	O-3
A. Maximum Height^{1,13}:			
1. Principal structures:			
(a) Feet	30	40	60
(b) Stories	2.5	3	5
(whichever is less)			
2. Accessory structures	15	15	15
B. Minimum Lot Area And Dimensions²:			
1. Total lot area (square feet)	8,500	25,000	20,000
2. Lot width (feet) ⁵	60	100	80
3. Lot depth (feet) ⁵	125	125	125
C. Minimum Yards^{2,3,4,5,6,7,8,13}:			
1. Front and corner side (feet)	35	25	25
2. Side (feet) ⁹	10	10	10
3. Rear (feet) ^{9,10}	25	20	20
D. Minimum Setbacks^{4,5,6,7,8}:			
1. Setback from Ogden Avenue centerline ⁹ :			
(a) Structure height 0-30 feet	n/a	100	100
(b) Structure height 31-46 feet	n/a	200	200

(c) Structure height more than 46 feet	n/a	n/a	300
2. Setback from York Road centerline ⁹ :			
(a) Structure height 0-30 feet	n/a	75	75
(b) Structure height 31-46 feet	n/a	200	200
(c) Structure height more than 46 feet	n/a	n/a	300
3. Setback from property owned by Cook County forest preserve district ⁹ :			
(a) Structure height 0-30 feet	n/a	n/a	100
(b) Structure height 31-46 feet	n/a	n/a	100
(c) Structure height more than 46 feet	n/a	n/a	100
4. All other setbacks:			
(a) Front and corner side ¹³	35	25	40
(b) Side ⁹	10	10	10
(c) Rear ^{9,10,13}	25	20	40
E. Maximum Floor Area Ratio ¹³ :	0.40	0.50	0.35 ¹¹
F. Maximum Total Lot Coverage ¹³ :	80 percent	80 percent	50 percent ¹²
G. Maximum Total Building Coverage:	35 percent	n/a	n/a

H. Exceptions And Explanatory Notes:

1. Height Exceptions:

(a) Parking Structures: Parking structures in the O-3 district may extend to a height of thirty feet (30').

(b) Flagpoles: Flagpoles may extend to a height of ten feet (10') above the highest point of the roof of the principal structure to which they are attached.

(c) Personal Wireless Services: Personal wireless services antennas, with or without antenna support structures, and related electronic equipment and equipment structures, may extend to the following heights:

(i) Personal wireless services antenna support structures of a tower design may extend to a height of seventy feet (70') in height in the O-3 district;

(ii) Omnidirectional or whip antennas may extend to a height of fifteen feet (15') above the highest point of the roof of the building or structure to which they are attached in the O-2 and O-3 districts;

(iii) Directional or panel antennas may not extend above the highest point of the building or structure to which they are attached or more than two feet (2') from the exterior of any wall or roof of the building or structure to which they are attached in the O-2 and O-3 districts; and

(iv) Related electronic equipment and equipment structures shall not exceed applicable district height limitations.

2. Nonconforming Lots: See section 10-105 of this code for lot requirements with respect to legal nonconforming lots of record.

3. Yard Requirements For Uses Without Structures: On any lot occupied by a use without structures, the minimum front, side, and rear yard requirements that would otherwise be required for such lot shall be provided and maintained.

4. Visibility Across Corners: Any other provision of this code to the contrary notwithstanding, nothing shall be erected, placed, planted, allowed to grow, or maintained on any corner lot in any office district in violation of the provisions of title 7, chapter 1, article D of the village code.

5. Special Yard And Setback Requirements In Planned Developments: Special perimeter open space, setback, and spacing requirements for planned developments are set forth in subsections 11-603E2(f) and E2(g) of this code. Such requirements shall not be waived under any circumstances.

6. Special Setbacks For Signs: Special setbacks established for some signs by subsections 9-106F, H, I, and J of this code shall control over the yards and setbacks established in the table.

7. Specified Structures And Uses In Required Yards: The following structures and uses, except as limited below, may be located in any required yard:

(a) Statuary, arbors, trellises, and ornamental light standards having a height of eight feet (8') or less; and

(b) Eaves and gutters projecting not more than three feet (3') from an exterior wall or, in the case of telecommunications equipment facility, four feet (4') from an exterior wall; and

(c) Awnings, canopies, bay windows, and balconies projecting not more than three feet (3') from an exterior wall for a distance not more than one-third ($\frac{1}{3}$) of the length of such wall; provided, however, that in side yards in the O-1 district such projections shall not exceed two feet (2') for a distance not more than one-fourth ($\frac{1}{4}$) of the length of such wall and provided further, however, that all such projections shall come entirely within planes drawn from the main corners of the building at an interior angle of twenty two and one-half degrees ($22\frac{1}{2}^\circ$) with the wall in question; and

(d) Chimneys, flues, belt courses, leaders, sills, pilasters, lintels, ornamental features, cornices, and the like projecting not more than two feet (2') from an exterior wall; and

(e) Outside stairways projecting from an exterior wall not more than three feet (3') and having a height of four feet (4') or less; and

(f) Flagpoles; and

(g) Terraces; and

(h) Recreational devices accessory to daycare services; and

(i) Fitness trails; and

(j) Fences, walls, and hedges, subject to the limitations of section 9-107 of this code; and

(k) Driveways, subject to the limitations of subsection 9-104C of this code.

8. Platted Building Lines: See subsection 12-101F of this code.

9. Side And Rear Yard Regulations For Accessory Structures And Uses: Accessory parking areas and lots wherever located and other detached accessory structures and uses when located within the rear twenty percent (20%) of the lot shall not be required to maintain an interior side or rear yard or setback in excess of ten feet (10') if such interior side or rear yard is contiguous to any property zoned in any residential district or in excess of five feet (5') if no part of such interior side or rear yard is contiguous to any property zoned in any residential district; provided, however, that this regulation shall not apply to antennas and antenna support structures and provided further, however, that no accessory structure or use, or combination of such structures or uses, located within an otherwise required side or rear yard pursuant to this paragraph shall occupy more than forty percent (40%) of such required yard.

10. Special Rear Yard And Setback Exception In O-2 District: No rear yard or rear setback shall be required on any lot zoned in the O-2 district when the rear lot line of such lot is contiguous to a railroad right of way and such lot is not contiguous to any lot zoned in any residential district.

11. Floor Area Ratio Increase For Parking Structures In O-3 District: An increase of 0.25 to the maximum floor area ratio established in subsection E of this section shall be permitted in the O-3 district, provided that such increase shall be solely for the purposes of developing parking spaces for passenger automobiles within an enclosed parking garage or structure.

12. Special Lot Coverage Calculation Standards: Sidewalks, patios, decks, terraces, porches, gazebos, and other special architectural features designed for passive recreational use and intended for use by the general public shall not be considered for purposes of calculating maximum total lot coverage in the O-3 district.

13. Exceptions For Telecommunications Equipment Facilities Approved As A Special Use In The O-2 District:

- (a) Maximum Height: Forty seven feet (47').
- (b) Minimum yards:
 - (i) Front and corner side: Ten feet (10').
 - (ii) Rear: Ten feet (10').

Note: Accessory parking areas may be located in rear or interior side (but not corner side) yards up to the lot line.

- (c) Minimum setbacks:
 - (i) Front and corner side: Ten feet (10').
 - (ii) Rear: Ten feet (10').
- (d) Maximum floor area ratio: 1.1.
- (e) Maximum total lot coverage: Eighty five percent (85%). (Ord. 97-4, §4C, i, ii, 3-4-1997; Ord. 2000-10, §§3-5, 5-2-2000)

January 9, 2023

Via Messenger

Copies via email to bsalmon@villageofhinsdale.org

Bethany Salmon
Village Planner
Village of Hinsdale
19 E Chicago Ave
Hinsdale, IL 60521

Property: 2 Salt Creek Lane, Hinsdale, IL 60521

Dear Ms. Salmon,

Please find enclosed twelve (12) copies of the applications and supporting materials for:

- (A) Map Amendment (Rezoning) of the subject Property from O-3 General, Office District to B-3 General Business District, and
- (B) Plan Commission General Application, and
- (C) Basic Exterior Appearance and Site Plan Review,

all in connection with the construction of a new luxury automobile dealership (McLaren Chicago) with a two-story showroom and interior parking for all sales and service inventory. The following exhibits are also referred in the above applications:

1. Exhibit Group 1: Last Deed of Record
2. Exhibit Group 2: Site Plans
3. Exhibit 3: Letter of Compliance - Illinois State Agency Historic Resources Preservation Act
4. Exhibit Group 4: Miscellaneous Support letters
5. Exhibit 5: Traffic Impact Study dated November 29, 2022, by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA)

McLaren Chicago is a unique and nontraditional automotive dealership group that specializes in selling classic and modern luxury high-performance super cars. The entry price for a new McLaren is \$237,500. All vehicles for sale and for service are always parked indoors. The dealership has exceptionally low on-site unit sales and it generates low traffic and low use intensity. About 80% of vehicle sales take place online. A vehicle hauler handles 90-95% of service business.

The dealership projects no more than 20 total new and used cars sales per month including online sales. It also expects to see at most 3 customers driving in the facility each day and at most 3 in-person customer pickup and drop-offs in the service facility each month. The hours of operation will be from 8 am to 5 pm for service and from 10 am to 6 pm for sales. These hours of operation are primarily for employees because the showroom and the service department are by appointment. At any given time, only 8-10 employees and 2-3 customers are expected to park in the 46 provided outdoor spaces.

The proposed facility has a unique design, and it is a great fit for the location. The acquisition and state-of-the-art build-out costs exceed \$12 million. The facility has a two-story showroom and enough indoor parking for all vehicle inventory both for sale and for service. There are 65 indoor parking stalls (19 for the two showrooms; 34 in the parking facility in the second floor; and 12 for the first-floor service area). The site plan also provides for 46 outdoor parking spaces. The dealership's daily operations are very low intensity, and the available 111 parking stalls (46 outdoor and 65 indoor) are well above the dealership's needs for present and for the future.

The net area of the building structure is nearly 32,619 square feet. Pursuant to the Zoning Ordinance, it requires 119 off-street parking spaces. Only the 46 outdoor parking spaces fully comply with the Code. This creates an off-street parking deficiency of 73. The Applicant seeks a variance and relief from this parking requirement.

The proposed McLaren Chicago use does not demand the off-street parking amount required per Code. The dealership's daily operations are very low intensity, and the available parking stalls are above its needs for the present and for the future. The Code does not adequately address the specific use by McLaren Chicago. Also, all vehicles for sale and for service are always parked indoors. The added square footage within the facility for all indoor inventory parking results in a greater outdoor parking deficiency and should be a mitigating factor.

The Applicant desires to relocate McLaren Chicago at the subject Property in Hinsdale because it would allow the consolidation of its separate operations into a convenient location with good access to I-294. The Applicant began operations in 2013 as a collector car dealership before adding the McLaren franchise in 2015. Their current showroom is at 645 W. Randolph St., and their service facility at 5758 W. Fillmore St., both in the City of Chicago. The Applicant will maintain a service facility at 5758 W. Fillmore, with 36 additional parking spaces to relieve any improbable congestion in inventory or service at 2 Salt Creek Ln.

The subject Property is a parcel of 2.2 acres; part of the Office Park of Hinsdale (Lot 7); and currently zoned O-3 (Office). The Hinsdale Zoning Code permits new car dealerships along Ogden Ave in the B-3 District. The Property abuts Ogden Ave and will need to be rezoned to B-3 (Business) to allow the construction and operation of the dealership. The Property is severely underused with a history of unsuccessful attempts to develop. The last building on site was demolished in 2012. Development trends in the vicinity are towards business and commercial development and away from office development. Market-wide, office space vacancies are at record high levels, and such use does not generate any sales tax revenue.

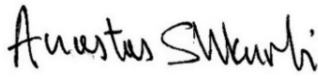
Village of Hinsdale
January 9, 2023
Page 3 of 3

McLaren Chicago at 2 Salt Creek Lane will benefit the Village and the local community. The project is the best-case scenario for the Village and for the subject Property. The dealership's low-intensity use will generate sales tax revenue from the high-priced vehicles. It will also generate significantly less vehicular traffic than an office space building of equal or smaller size. The use overall will be of much lower intensity than any office space use in O-3 or general retail in B-3.

We look forward to working together to make this a reality!

Sincerely,

ROBBINS DI MONTE, LTD.

By: 
Anastas Shkurti

Enclosures

Cc: Michael Marzano MM@mouse-motors.com;
Jerry Mortier jmortier@theredmondco.com;
Robert McGinnis rmcginnis@villageofhinsdale.org.



VILLAGE OF HINSDALE FOUNDED IN 1873

**VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT
DEPARTMENT**

PLAN COMMISSION APPLICATION

I. GENERAL INFORMATION

Applicant

Name: Mouse Motors, Inc. d/b/a Mouse Automotive Inc.

Address: 5758 W. Fillmore Steet

City/Zip: Chicago IL 60644

Phone/Fax: (312) 635-6482 /

E-Mail: MM@mouse-motors.com

Owner

Name: 2 Salt Creek Lane LLC

Address: 5758 W. Fillmore Steet

City/Zip: Chicago IL 60644

Phone/Fax: (312) 635-6482 /

E-Mail: MM@mouse-motors.com

Others, if any, involved in the project (i.e. Architect, Attorney, Engineer)

Name: Jerry Mortier / The Redmond Co

Title: Architect

Address: W228 N745 Westmound Dr

City/Zip: Waukesha WI 53186

Phone/Fax: (262) 896-8753 /

E-Mail: jmortier@theredmondco.com

Name: Anastas Shkurti / Robbins DiMonte, Ltd

Title: Attorney at Law

Address: 216 West Higgins Road

City/Zip: Park Ridge IL 60068

Phone/Fax: (847) 698-9600 x 2290

E-Mail: ashkurti@robbinsdimonte.com

Disclosure of Village Personnel: (List the name, address and Village position of any officer or employee of the Village with an interest in the owner of record, the Applicant or the property that is the subject of this application, and the nature and extent of that interest)

- 1) N/A
- 2) _____
- 3) _____

4) **II. SITE INFORMATION**

Address of subject property: #2 Salt Creek Lane, Hinsdale, IL 60521

Property identification number (P.I.N. or tax number): 09-01-207-012

Brief description of proposed project: New auto dealership. 2 story. 40,000 SF +/-

General description or characteristics of the site: Vacant site with existing paving from previous development.

Existing zoning and land use: O3 Office

Surrounding zoning and existing land uses:

North: O3 office

South: B3 Business

East: O3 Office

West: O3 Office

Proposed zoning and land use: B3 Business

Existing square footage of property: 95,893 square feet

Please mark the approval(s) you are seeking and attach all applicable applications and standards for each approval requested:

☒ Site Plan Approval 11-604

☒ Design Review Permit 11-605E

☒ Exterior Appearance 11-606E

Special Use Permit 11 -602E

Special Use Requested: _____

☒ Map and Text Amendments 11-601E

Amendment Requested: _____

From O-3 to B-3

Planned Development 11-603E

Development in the B-2 Central Business District Questionnaire

TABLE OF COMPLIANCE

Address of subject property: #2 Salt Creek Lane Hinsdale, IL 60521

The following table is based on the B3 Zoning District.

	Minimum Code Requirements	Proposed/Existing Development
Minimum Lot Area (s.f.)	6,250 sqft	95,893 sqft
Minimum Lot Depth	125'-0"	357'-3"
Minimum Lot Width	50'-0"	297'-5"
Building Height	30ft	30ft
Number of Stories	2 stories	2 stories
Front Yard Setback	25'-0"	52'-2"
Corner Side Yard Setback	25'-0"	57'
Interior Side Yard Setback	10'-0"	10'-8"
Rear Yard Setback	20'-0"	115'-9 ½"
Maximum Floor Area Ratio (F.A.R.)*	50%	38,367sqft / 95.893sqft = 40%
Maximum Total Building Coverage*	na	
Maximum Total Lot Coverage*	90%	64,223sqft / 95,893sqft = 67%
Parking Requirements	32,619sqft / 275sqft = 119 stalls	46 stalls (Deficiency of 73 stalls) #
Parking front yard setback	25'-0"	52'-2"
Parking corner side yard setback	20'-0"	57'-0"
Parking interior side yard setback	10'-0"	10'-8"
Parking rear yard setback	20'-0"	22'-4"
Loading Requirements	1 bay	1 bay
Accessory Structure Information	na	na

* Must provide actual square footage number and percentage.

Where any lack of compliance is shown, state the reason and explain the Village's authority, if any, to approve the application despite such lack of compliance: # This development does not meet the technical parking standards as defined in the current

zoning ordinance. The actual use does not demand the amount required per zoning. Zoning does not adequately address

the specific use. A variance will need to be approved via the Village approval process.

CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

- A. The statements contained in this application are true and correct to the best of the Applicant's knowledge and belief. The owner of the subject property, if different from the applicant, states that he or she consents to the filing of this application and that all information contained in this application is true and correct to the best of his or her knowledge.
- B. The applicant understands that an incomplete or nonconforming application will not be considered. In addition, the applicant understands that the Village may require additional information prior to the consideration of this application which may include, but is not limited to, the following items:
1. Minimum yard and setback dimensions and, where relevant, relation of yard and setback dimensions to the height, width, and depth of any structure.
 2. A vehicular and pedestrian circulation plan showing the location, dimensions, gradient, and number of all vehicular and pedestrian circulation elements including rights-of-way and streets; driveway entrances, curbs, and curb cuts; parking spaces, loading spaces, and circulation aisles; sidewalks, walkways, and pathways; and total lot coverage of all circulation elements divided as between vehicular and pedestrian ways.
 3. All existing and proposed surface and subsurface drainage and retention and detention facilities and all existing and proposed water, sewer, gas, electric, telephone, and cable communications lines and easements and all other utility facilities.
 4. Location, size, and arrangement of all outdoor signs and lighting.
 5. Location and height of fences or screen plantings and the type or kind of building materials or plantings used for fencing or screening.
 6. A detailed landscaping plan, showing location, size, and species of all trees, shrubs, and other plant material.
 7. A traffic study if required by the Village Manager or the Board or Commission hearing the application.
- C. The Applicants shall make the property that is the subject of this application available for inspection by the Village at reasonable times;
- D. If any information provided in this application changes or becomes incomplete or inapplicable for any reason following submission of this application, the Applicants shall submit a supplemental application or other acceptable written statement containing the new or corrected information as soon as practicable but not less than ten days following the change, and that failure to do so shall be grounds for denial of the application; and
- E. The Applicant understands that he/she is responsible for all application fees and any other fees, which the Village assesses under the provisions of Subsection 11-301D of the Village of Hinsdale Zoning Code as amended April 25, 1989.
- F. THE OWNER OF THE SUBJECT PROPERTY AND, IF DIFFERENT, THE APPLICANT ARE JOINTLY AND SEVERALLY LIABLE FOR THE PAYMENT OF THE APPLICABLE APPLICATION FEE. BY SIGNING THE APPLICATION, THE OWNER HAS AGREED TO PAY SAID FEE, AND TO CONSENT TO THE FILING AND FORECLOSURE OF A LIEN AGAINST SUBJECT PROPERTY FOR THE FEE PLUS COSTS OF COLLECTION, IF THE ACCOUNT IS NOT SETTLED WITHIN THIRTY (30) DAYS AFTER THE MAILING OF A DEMAND FOR PAYMENT.

On the 30th, day of November, 2022, I/We have read the above certification, understand it, and agree to abide by its conditions.



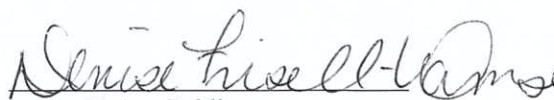
Signature of applicant or authorized agent

Jerry Mortier
Name of applicant or authorized agent

Signature of applicant or authorized agent

Name of applicant or authorized agent

SUBSCRIBED AND SWORN
to before me this 11th day of
Jan, 2023.


Notary Public



VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT DEPARTMENT
19 East Chicago Avenue
Hinsdale, Illinois 60521-3489
630.789.7030

Application for Certificate of Zoning Compliance

You must complete all portions of this application. If you think certain information is not applicable, then write "N/A." If you need additional space, then attach separate sheets to this form.

Applicant's name: Mouse Motors, Inc. d/b/a Mouse Automotive, Inc.

Owner's name (if different): 2 Salt Creek Lane LLC

Property address: 2 Salt Creek Lane, Hinsdale IL, 60521

Property legal description: [located at the end of this form]

Present Proposed zoning classification: B3 Business

Square footage of property: 95,893

Lot area per dwelling: NA

Lot dimensions-outside: 357'-3" x 325'10"

Current use of property: Vacant

Proposed use: Single-family detached dwelling
Other: Auto Dealership

Approval sought: Building Permit Variation
Special Use Permit Planned Development
☒ **Site Plan** ☒ **Exterior Appearance**
Design Review
Other: X Map Amendment

Brief description of request and proposal:

Rezone and approval to construct new 40,000 sf +/- auto dealership

Plans & Specifications: [submitted with this form]

Provided:**Required by Code:****Yards:**

front:	<u>52'-2"</u>	<u>25'-0"</u>
interior side(s)	<u>10'-8"</u>	<u>10'-0"</u>
corner side	<u>57'-0"</u>	<u>25'-0"</u>
rear	<u>22'-4"</u>	<u>20'-0"</u>

Setbacks (businesses and offices):

front:	<u>52'-2"</u>	<u>25'-0"</u>
interior side(s)	<u>10'-8"</u>	<u>10'-0"</u>
corner side	<u>57'-0"</u>	<u>25'-0"</u>
rear	<u>115'-9 1/2"</u>	<u>20'-0"</u>
others:	<u>na</u>	<u></u>
Ogden Ave. Center:	<u>103'-3"</u>	<u>100'-0"</u>
York Rd. Center:	<u>na</u>	<u></u>
Forest Preserve:	<u>na</u>	<u></u>

Building heights:

principal building(s):	<u>30'-0"</u>	<u>30'-0"</u>
accessory building(s):	<u>na</u>	<u></u>

Maximum Elevations:

principal building(s):	<u></u>	<u></u>
accessory building(s):	<u>na</u>	<u>na</u>

Dwelling unit size(s):	<u>na</u>	<u>na</u>
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Total building coverage:	<u>na</u>	<u>na</u>
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Total lot coverage:	<u>67%</u>	<u>90%</u>
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Floor area ratio:	<u>40%</u>	<u>50%</u>
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Accessory building(s):	<u>na</u>
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Spacing between buildings: [depict on attached plans]

principal building(s): na


accessory building(s): na

Number of off-street parking spaces required: 119 spaces

Number of loading spaces required: 1 bay

Statement of applicant:

I swear/affirm that the information provided in this form is true and complete. I understand that any omission of applicable or relevant information from this form could be a basis for denial or revocation of the Certificate of Zoning Compliance.

By:  _____
Applicant's signature

Jerry Mortier
Applicant's printed name

Dated: November 30, _____, 2022.

LEGAL DESCRIPTION

PARCEL 1:

LOT 7 IN OFFICE PARK OF HINSDALE, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 2002, AS DOCUMENT R2002-243817, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE, PERPETUAL EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AGREEMENT RECORDED JUNE 11, 1973 AS DOCUMENT R73-33823 AS AMENDED BY DOCUMENTS R73-35331, R81-2365 AND R2001-197280, DESCRIBED IN RIDER DESCRIPTIONS 2, 4 AND 6 ATTACHED THERETO, AND BY EASEMENT GRANT RECORDED JANUARY 18, 1989 AS DOCUMENT R89-006821 AS AMENDED BY DOCUMENT R89-072896, AND AS CREATED BY EASEMENT GRANT RECORDED JUNE 20, 1989 AS DOCUMENT R89-072897, DESCRIBED IN EXHIBITS C1 THROUGH C5 ATTACHED THERETO, AND ALSO AS CREATED BY LICENSE AGREEMENT RECORDED JUNE 11, 1973 AS DOCUMENT R73-33822. AS SUPPLEMENTED BY SUPPLEMENTAL DECLARATION OF LICENSE RECORDED AS DOCUMENT R77-117083 AND SUPPLEMENTAL DECLARATION OF LICENSE RECORDED AS DOCUMENT R79-107322, FOR THE PURPOSES OF INGRESS AND EGRESS OVER, UPON AND ACROSS EASEMENT PREMISES.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF EASEMENTS AND OPERATING COVENANTS RECORDED MAY 29, 2003, AS DOCUMENT R2003-200111, AND RE-RECORDED JANUARY 10, 2006 AS DOCUMENT R2006-005825 AND AMENDED BY AMENDMENT RECORDED FEBRUARY 27, 2012 AS DOCUMENT R2012-024784 FOR THE PURPOSE OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS UPON THE ROADWAYS; REPAIR, REPLACEMENT AND RENEWAL OF UTILITY IMPROVEMENTS; RETENTION, DETENTION AND DRAINAGE OF WATER; AND OVER COMMON IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO THE CLOCK TOWER, SIDEWALKS, LANDSCAPED AREAS AND POND FOR PEDESTRIAN INGRESS, EGRESS, ACCESS AND FOR PASSIVE RECREATIONAL PURPOSES OVER THE FOLLOWING DESCRIBED LAND: LOTS 1,2,3,4,6,7,8,9 AND 10 IN OFFICE PARK OF HINSDALE, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 2002, AS DOCUMENT R2002-243817, IN DUPAGE COUNTY ILLINOIS.



**COMMUNITY DEVELOPMENT
DEPARTMENT
EXTERIOR APPEARANCE AND
SITE PLAN REVIEW CRITERIA**

Address of proposed request: 2 Salt Creek Lane, Hinsdale, IL 60521

REVIEW CRITERIA

Section 11-606 of the Hinsdale Zoning Code regulates Exterior appearance review. The exterior appearance review process is intended to protect, preserve, and enhance the character and architectural heritage and quality of the Village, to protect, preserve, and enhance property values, and to promote the health, safety, and welfare of the Village and its residents. Please note that Subsection Standards for building permits refers to Subsection 11-605E Standards and considerations for design permit review.

*****PLEASE NOTE*** If this is a non-residential property within 250 feet of a single-family residential district, additional notification requirements are necessary. Please contact the Village Planner for a description of the additional requirements.**

FEES for Exterior Appearance/Site Plan Review:

Standard Application: \$600.00

Within 250 feet of a Single-Family Residential District: \$800

Below are the criteria that will be used by the Plan Commission, Zoning and Public Safety Committee and Board of Trustees in reviewing Exterior Appearance Review requests. Please respond to each criterion as it relates to the application. Please use an additional sheet of paper to respond to questions if needed.

1. *Open spaces.* The quality of the open space between buildings and in setback spaces between street and facades.

Answer: Open space is designed to match and spotlight the architecture of the building. Open space uses a modern aesthetic and integrates landscaping with strategic plantings in primary locations. Existing mature trees along Ogden are intended to remain as they complement the overall design.

2. *Materials.* The quality of materials and their relationship to those in existing adjacent structures.

Answer: The materials selected are in line with other auto retail developments along Ogden Ave. The architecture is contemporary and compliments adjacent structures, particularly the Land Rover dealership across Ogden Ave.

3. *General design.* The quality of the design in general and its relationship to the overall character of neighborhood.

Answer: The design is high end. It adopts the essential nature of the cars sold and serviced therein: personal, lustrous, and vibrant. Rather than a monolithic boxy structure like a typical auto dealership, this project has many woven features which break the overall size down to a smaller perspective. Such innovative perspective adapts the building to fitting very well within the Office Park, Ogden Ave., and the neighborhood in general.

4. *General site development.* The quality of the site development in terms of landscaping, recreation, pedestrian access, auto access, parking, servicing of the property, and impact on vehicular traffic patterns and conditions on-site and in the vicinity of the site, and the retention of trees and shrubs to the maximum extent possible.

Answer: The general design intent is to avoid having a “sea of asphalt”. The landscaping on the Ogden Ave. side utilizes the 100’ wide setback from center of the street to create a pleasant view, comprising of grown and new trees, feather reed grass, shrubs, and flowers. The plans retain the several existing trees and shrubs. Most existing deciduous trees are intending to remain along Ogden and the perimeter of the site.

Behind the building, the landscaping divides the parking lot into smaller parking zones with healthy green space plantings in between. This feature helps vehicular circulation within the parking lot and enhances pedestrian and auto safety. Access to the parking lot will remain at the same location as it currently is from Ogden Ave, to Salt Creek Ln, to Tower Dr, and then on to the site. This way, the site plan guides the visitors inside the property. The site will continue to be serviced similarly to how it is now, and there will be and no negative impact on vehicular traffic patterns and conditions on-site and in its vicinity. There will be a secondary exit to Tower Dr at the current existing access drive. The main customer entrance to the building will be in the rear of the building and closest to the parking lot to enhance pedestrian access and safety. In addition, the Applicant will install safety gates and extend the iron rod fence to further enhance public health and safety.

There are no outdoor recreation or seating areas. The exterior walls create linear outdoor gathering spaces on a lower (patios) and upper level (balconies). Such outdoor spaces are a unique standard not found at neighboring properties but contribute substantially to the architecture of the space.

The existing underground storm trap structure will be expanded and modified as needed to meet storm requirements. The refuse dumpster is kept at an isolated portion in the rear of the building far from customer traffic and parking.

5. *Height.* The height of the proposed buildings and structures shall be visually compatible with adjacent buildings.

Answer: The new zoning classification (B-3) will limit the height of the building to 30 ft. The current roofline elevation is 29' and 8" from the ground level. This is the same as the Land Rover dealership across the street. The design is for a 2-story structure that will maximize the allowed height. This height is in line with nearly all nearby properties. The structures immediately to the West and to the North of the subject site are slightly taller than the proposed facility.

6. *Proportion of front façade.* The relationship of the width to the height of the front elevation shall be visually compatible with buildings, public ways, and places to which it is visually related.

Answer: The front façade proportions are intentionally recessed and designed smaller than the permitted building line between the applicable setbacks for the purpose of meeting the Hinsdale image. The design is well balanced and will blend in with neighboring structures.

7. *Proportion of openings.* The relationship of the width to the height of windows shall be visually compatible with buildings, public ways, and places to which the building is visually related.

Answer: The window openings are set based on the overall proportion of the building and the wall they are set in. The general intent with the primary, forward facing façades on Ogden Ave., and Salt Creek Ln., is to make them transparent with an abundance of glass. More private functions such as inner offices and service areas have less glass, but still create the illusion of an opening with the material transitions.

8. *Rhythm of solids to voids in front facades.* The relationship of solids to voids in the front façade of a building shall be visually compatible with buildings, public ways, and places to which it is visually related.

Answer: The main structural frame sets the overall building shape and proportion of the primary facade. The exterior walls alternate between pushing, pulling, and receding within that framework to create the rhythm of the façade. Secondary walls using material transitions to replicate the feel of the primary façade.

9. *Rhythm of spacing and buildings on streets.* The relationship of a building or structure to the open space between it and adjoining buildings or structures shall be visually compatible with the buildings, public ways, and places to which it is visually related.

Answer: The building is scaled to fit well within the permitted building area to allow for a cohesive balance of open space, streets, and structure with the adjoining buildings.

10. *Rhythm of entrance porch and other projections.* The relationship of entrances and other projections to sidewalks shall be visually compatible with the buildings, public ways, and places to which it is visually related.

Answer: A main entry cube will be visible from Salt Creek Ln., and it will serve as the primary entry point for pedestrian access. It is positioned to be identifiable from the public way and will have connectors allowing for an easy connection from the parking lot and from the sidewalk along Salt Creek Ln.

11. *Relationship of materials and texture.* The relationship of the materials and texture of the façade shall be visually compatible with the predominant materials to be used in the buildings and structures to which it is visually related.

Answer: The material palette is limited in quantity to create a cohesive design package. All materials have a texture that is appropriate for the scale of the architecture. The materials include: clear glass, white fiber resin panel, wood resin siding, precast panel with vertical architectural ribs, illuminated acrylic for the wall sign, and new masonry wall inset between existing brick piers. These materials are visually compatible with those of the buildings from Ogden Ave and they also complement the immediately adjacent buildings and structures in the Office Park.

12. *Roof shapes.* The roof shape of a building shall be visually compatible with the buildings to which it is visually related.

Answer: The overall roof profile is flat. The edge undulates along the primary façades.

13. *Walls of continuity.* Building facades and appurtenances such as walls, fences, and landscape masses shall, when it is a characteristic of the area, form cohesive walls of enclosure along a street to ensure visual compatibility with the buildings, public ways, and places to which such elements are visually related.

Answer: The façade of the building wraps around the intersection of Ogden Ave., and Salt Creek Ln., because it is designed to maximize the visibility of the vehicles within. The existing decorative fence will remain because it connects all neighboring properties and encloses the facility. This existing fence has been incorporated in the landscape architecture which is linked to the overall aesthetics. A new masonry wall inset between existing brick piers with logo will provide additional enclosure.

14. *Scale of building.* The size and mass of buildings and structures in relation to open spaces, windows, door openings, porches, and balconies shall be visually compatible with the buildings, public ways, and places to which they are visually related.

Answer: The primary exterior walls push, pull, and recede along the street edge which create linear outdoor gathering spaces on a lower (patios) and upper level (balconies). The outdoor spaces provided are an elevated standard not present at neighboring properties, but contribute substantially to the architecture of the space.

15. *Directional expression of front elevation.* The buildings shall be visually compatible with the buildings, public ways, and places to which it is visually related in its directional character, whether this be vertical character, horizontal character, or nondirectional character.

Answer: There is a horizontal overall character due to the voids between the adjoining structures in the Office Park. The horizontal character is broken down along the street edge by the structural frame. This structural frame has a rectilinear approach that is in keeping with neighboring structures.

16. *Special consideration for existing buildings.* For existing buildings, the Plan Commission and the Board of Trustees shall consider the availability of materials, technology, and craftsmanship to duplicate existing styles, patterns, textures, and overall detailing.

Answer: NA

REVIEW CRITERIA – Site Plan Review

Below are the criteria that will be used by the Plan Commission and Board of Trustees in determining if the application does not meet the requirements for Site Plan Approval. Briefly describe how this application will not do the below criteria. Please respond to each criterion as it relates to the application. Please use an additional sheet of paper to respond to questions if needed.

Section 11-604 of the Hinsdale Zoning Code regulates Site Plan Review. The site plan review process recognizes that even those uses and developments that have been determined to be generally suitable for location in a particular district are capable of adversely affecting the purposes for which this code was enacted unless careful consideration is given to critical design elements.

1. The site plan fails to adequately meet specified standards required by the Zoning Code with respect to the proposed use or development, including special use standards where applicable.

Answer: Once the property is rezoned to B-3, the site plan meets specified standards required by the Zoning Code and it will exceed all practical standards.

2. The proposed site plan interferes with easements and rights-of-way.

Answer: The proposed site plan does not interfere with easements and rights-of-way. A few existing utility easements will be relocated or abandoned as part of this development which are in line with most other new developments.

3. The proposed site plan unreasonably destroys, damages, detrimentally modifies, or interferes with the enjoyment of significant natural, topographical, or physical features of the site.

Answer: The proposed site plan does not create such negative destruction or modification. The site is relatively flat and has been in that condition since the previous building was demolished in 2012. With respect to natural, topographical, and physical features, the site will be developed in a similar manner as it had been in the past.

4. The proposed site plan is unreasonably injurious or detrimental to the use and enjoyment of surrounding property.

Answer: The proposed site plan will not have any negative effects on the surrounding properties in the Office Park or across Ogden Ave. The site is located along the Southern-most boundary of Office Park. Customers and visitors who will drive to the site will have minimum contacts with the other Office Park lots. The proposed use is a unique and nontraditional dealership with exceptionally low traffic and on-site unit sales. The entire development is well within the building setbacks and the buildable area of the lot. The development also complements the property immediately to the south, which is itself a dealership selling Jaguar / Land Rover vehicles. The site plan and use will be quiet in nature. This is not a loud development. It is intended to be peaceful and work very well with nature.

5. The proposed site plan creates undue traffic congestion or hazards in the public streets, or the circulation elements of the proposed site plan unreasonably creates hazards to safety on or off site or disjointed, inefficient pedestrian or vehicular circulation paths on or off the site.

Answer: The proposed site plan will not create undue traffic congestion or hazards in the public streets, and it will not create inefficient pedestrian or vehicular circulation paths. Access to the parking lot of the development will remain at substantially the same location as it is currently from Ogden Ave, to Salt Creek Ln, to Tower Dr, and then on to the site. The parking lot behind the building is divided into smaller parking zones by well-designed landscaping. This feature facilitates vehicular circulation within the parking lot and enhances pedestrian and auto safety. The site plan guides the visitors in the property. The main customer entrance to the building will be in the rear of the building and closest to the parking

lot to enhance pedestrian access and safety. The proposed use is a unique and nontraditional dealership with exceptionally low traffic and on-site unit sales. The proposed use will generate approximately 44% less vehicular traffic than an office space building one-half the size of the proposed dealership.

6. The screening of the site does not provide adequate shielding from or for nearby uses.

Answer: The site development provides abundant screening and shielding from or for nearby uses. Most screening is existing and intended to remain. The site has been vacant for several years which has allowed the trees surrounding the Lot to grow and mature. Most of these trees along Ogden Ave, Salt Creek Ln, and Tower Dr will remain in place. Additional shrubs will be planted along the western perimeter of the building to further shield it from the lot to the west.

7. The proposed structures or landscaping are unreasonably lacking amenity in relation to, or are incompatible with, nearby structures and uses.

Answer: The proposed structures and the landscaping have abundant amenities and are wholly compatible with nearby structures and uses. The design objective is to exceed landscape ordinance requirements for proposed B-3 zoning, while balancing the overall budget of the project. With the increased open space in this development, the proportions should be in excess compared to other developments.

8. In the case of site plans submitted in connection with an application for a special use permit, the proposed site plan makes inadequate provision for the creation or preservation of open space or for its continued maintenance.

Answer: The site plans are not submitted in connection with an application for a special use, but in connection with a map amendment application to change the zoning of the lot from O-3 to B-3. This development creates an outdoor parking deficiency which allows for increased open space and green space. The proposed site plans make adequate provisions for the creation and the preservation of open space and for their continued maintenance. All plantings specified for the open space are low maintenance.

9. The proposed site plan creates unreasonable drainage or erosion problems or fails to fully and satisfactorily integrate the site into the overall existing and planned ordinance system serving the community.

Answer: The plan does not create drainage or erosion problems for the site. The development plan is to utilize an existing Storm Trap structure and expand it accordingly to accommodate storm water requirements.

10. The proposed site plan places unwarranted or unreasonable burdens on specified utility systems serving the site or area or fails to fully and satisfactorily integrate the site's utilities into the overall existing and planned utility system serving the Village.

Answer: The plan will seamlessly incorporate the proposed development's utilities into the existing utility system and will not unreasonably burden it. This is a low intensity use that will be a lower burden on the Village than past developments on this same site or alternative commercial or office uses.

11. The proposed site plan does not provide for required public uses designated on the Official Map. **Answer: N/A.**

12. The proposed site plan otherwise adversely affects the public health, safety, or general welfare.

Answer: The site plan does not adversely affect the public health, safety, or general welfare. Instead, this project is a great fit for the location. It will be a quiet development that will still be a valuable contributor to the community's synergy with neighboring upscale retailers. The site plan layout is excessive for the actual use of the building. Its impact to general community is very minimal. This is a best-case scenario for the Village given the low-intensity use and potential tax-revenue related to Applicant's low-key foot traffic but high-dollar vehicles. The owners' association also supports the proposals. McLaren Chicago will become a Village attraction.



**COMMUNITY DEVELOPMENT
DEPARTMENT
ZONING CODE TEXT AND MAP
AMENDMENT APPLICATION**

Must be accompanied by completed Plan Commission Application

Is this a: **Map Amendment** ~~**Text Amendment**~~

Address of the subject property: **2 Salt Creek Lane, Hinsdale, IL 60521
(Lot 7 in Office Park of Hinsdale)**

Description of the proposed request: **Map Amendment (Rezoning) from O-3 General
Office District to the B-3 General Business District.**

REVIEW CRITERIA

Section 11-601 of the Hinsdale Zoning Code regulates Amendments. The amendment process established is intended to provide a means for making changes in the text of the Zoning Code and in the zoning map that have more or less general significance or application. It is not intended to relieve particular hardships nor to confer special privileges or rights. Rather, it is intended as a tool to adjust the provisions of the Zoning Code and the zoning map in light of changing, newly discovered, or newly important conditions, situations, or knowledge. The wisdom of amending the text of the Zoning Code is a matter committed to the sound legislative discretion of the Board of Trustees and is not dictated by any set standard. However, in determining whether a proposed amendment should be granted or denied the Board of Trustees should be guided by the principle that its power to amend this Code is not an arbitrary one but one that may be exercised only when the public good demands or requires the amendment to be made. In considering whether that principle is satisfied in any particular case, the Board of Trustees should weigh, among other factors, the below criteria.

Below are the 14 standards for amendments that will be the criteria used by the Plan Commission and Board of Trustees in determining the merits of this application. Please respond to each standard as it relates to the application. Please use an additional sheet of paper to respond to questions if needed. If the standard is not applicable, please mark N/A.

1. The consistency of the proposed amendment with the purpose of this Code.

Answer: **The proposed amendment is consistent with the purpose of this Code. The Code already contemplates and permits new car dealerships along Ogden Ave in the B-3 District. Specifically, Sec. 5-102: Permitted Uses: C. Retail Trade: item 14, lists as a Permitted Use (P) new and used motor vehicle dealers, but only on lots abutting Ogden Avenue and only on lots zoned B-3.**

The B-3 District is intended to serve the suburban community with a full range of locally oriented business uses commonly located along established traffic routes

and is a more generalized commercial district designed for established areas of heavier vehicular traffic.

2 Creek Ln abuts Ogden Ave and there already are three car dealerships just south of Ogden Ave within a short distance of 2 Creek Ln in lots that are zoned B-3 (Land Rover at 336 E Ogden Ave; Continental / Ferrari at 420 E. Ogden Ave; and Current Automotive at 300 E Ogden Ave). Therefore, rezoning 2 Creek Ln from O-3 General Office District to the B-3 General Business District for purposes of building a new luxury car dealership (McLaren Chicago) is consistent with the Code's purpose.

2. The existing uses and zoning classifications for properties in the vicinity of the subject property.

Answer: The property is surrounded by a mix of office and commercial uses. The existing uses and zoning classifications of properties within the general area of 2 Salt Creek Ln are as follows:

- a. Immediately North: 8 Salt Creek Ln; Hinsdale 8 Medical Properties, LLC; medical offices; O-3
- b. Immediately East: detention pond, part of 1 Salt Creek Ln, Adventist Hinsdale Hospital; O-3
- c. Immediately South: Ogden Ave, and J&L Hinsdale, LLC, 336 E Ogden Ave; Jaguar and Land Rover dealership; B-3
- d. Immediately West: 901 Elm St, Hinsdale 901 Medical Properties, LLC; medical offices; O-3

Other Uses and nearby classifications:

- e. 907 Elm St; Hinsdale 907 Medical Properties, LLC; O-3
- f. 400 E Ogden Ave; Bank of Hinsdale; B-3;
- g. 21 Spinning Wheel Rd; 21 Spinning Wheel Drive LLC, Apartment Building; R-5.

There are no properties in a Single-Family Residential District located within 250' of the site. The closest single-family property is located in the R-4 District approximately 475' to the south on Oak Street across Ogden Ave. The Graue Mill County Condominium subdivision is located approximately 780' from the north of the site in the R-5 District.

Also, see attached Village of Hinsdale Zoning Map.

3. The trend of development in the vicinity of the subject property, including changes, if any, such trend since the subject property was placed in its present zoning classification.

Answer: The development trends in the vicinity of 2 Salt Creek Ln have been towards business and commercial development and away from office development. Market-wide, office space vacancies are at record high levels, and such use does not generate any sales tax revenue.

To the North, the Office Park structures adjacent to 2 Salt Creek Ln in O-3 zoning have been in existence for many years and predate the demolition of the previous two-story office building at 2 Salt Creek Ln in 2012.

To the South, all lots immediately south of Ogden Ave are zoned B-3. The most significant development in the vicinity of 2 Creek Ln has occurred in those B-3 lots, including Whole Foods Market and three car dealerships (Land Rover at 336 E Ogden Ave; Continental / Ferrari at 420 E. Ogden Ave; and Current Automotive at 300 E Ogden Ave).

To the West, localized B-3 zoning occurs at 935 N York Rd allowing the construction of a McDonald's fast-food restaurant. Further to the West, the O-2 pocket East of York Road and on both North and South sides of Ogden Ave has remained intact for years but stagnant with unchanged office buildings that predate the demolition of the structure at 2 Salt Creek Ln.

To the East, there the AMITA Health Cancer Institutes and Outpatient Center, then the Tri-State Tollway, and further East the Village of Western Springs.

4. The extent, if any, to which the value of the subject property is diminished by the existing zoning classification applicable to it.

Answer: The existing zoning classification diminishes the value of 2 Salt Creek Ln because it has been underused for over a decade. The last building on site was demolished in 2012. Market-wide, office space vacancies are at record high levels, and such use does not generate any sales tax revenue. The development trends in the vicinity of 2 Salt Creek Ln have been towards business and commercial development and away from office development.

5. The extent to which any such diminution in value is offset by an increase in the public health, safety, and welfare.

Answer: The public health, safety, and welfare of the local community does not benefit from the diminution in value to 2 Salt Creek Ln from its existing O-3 zoning classification. 2 Salt Creek Ln has been vacant since 2012 and all redevelopment

efforts since have failed. Market-wide, office space vacancies are at record high levels, and such use does not generate any sales tax revenue. The development trends in the vicinity of 2 Salt Creek Ln have been towards business and commercial development and away from office development.

6. The extent, if any, to which the use and enjoyment of adjacent properties would be affected by the proposed amendment.

Answer: The proposed amendment will positively affect the enjoyment and the use of adjacent properties. The proposed state-of-the-art facility will be a great fit for the location. The proposed use will be a very attractive and quiet development and a valuable contributor to the community's synergy with neighboring upscale retailers such as Ferrari, Land Rover, and Whole Foods. McLaren Chicago is a unique and non-traditional luxury car dealership with exceptionally low intensity, low traffic, and low on-site unit sales. About 80% of vehicle sales take place online and an enclosed hauler handles 90-95% of the delivery and pick-up of serviced vehicles. The dealership projects no more than 20 total new and used cars sales per month including online sales. The proposed use will generate significantly less vehicular traffic than an administrative or medical office space building of smaller size.

7. The extent, if any, to which the value of adjacent properties would be affected by the proposed amendment.

Answer: The proposed amendment will increase and positively affect the value of adjacent properties. As stated above, the proposed use is a very attractive, very desirable, and a very quiet development. It will be a very valuable contributor to the community and synchronize well with neighboring upscale retailers. The Applicant has proposed a state-of-the-art and high-class facility which will be a great fit for the location. McLaren Chicago will be a unique and nontraditional luxury car dealership with exceptionally low intensity, low traffic, and low on-site unit sales; and it will generate significantly less vehicular traffic than an administrative or medical office space building of smaller size.

8. The extent, if any, to which the future orderly development of adjacent properties would be affected by the proposed amendment.

Answer: The proposed amendment will have a positive impact on the orderly development of adjacent properties. The proposed amendment will not negatively impact such future development. The proposed amendment and use will benefit the community by re-developing for the long run a site that has been severely underused for over 10 years. There are no other undeveloped properties in the vicinity. McLaren Chicago will be single-use, low intensity, and self-contained development and it will not impact any adjacent properties that seek to re-develop.

9. The suitability of the subject property for uses permitted or permissible under its present zoning classification.

Answer: The passage of time and the economic reality have demonstrated that 2 Salt Creek Ln is not well suited for office space use. As stated above, 2 Salt Creek Ln has been severely underused for over a decade. The last building on site was demolished in 2012 and a lot has remained vacant since. All subsequent attempts to redevelop it have not succeeded. The existing O-3 zoning classification diminishes the value of the site. Market-wide, office space vacancies are at record high levels, and such use does not generate any sales tax revenue. There is no other planned office space development in the vicinity of the site. The development trends in the vicinity of 2 Salt Creek Ln have been towards business and commercial development and away from office development.

10. The availability of adequate ingress to and egress from the subject property and the extent to which traffic conditions in the immediate vicinity of the subject property would be affected by the proposed amendment.

Answer: The proposed amendment and development will provide adequate ingress and egress to the new McLaren Chicago dealership. Access to the parking lot will remain at the same location as it currently is (from Ogden Ave, to Salt Creek Ln, to Tower Dr, and then on to the site). There will be a secondary exit to Tower Dr at the current existing access drive. The property will continue to be serviced similarly to how it is now, and there will be and no negative impact on vehicular traffic patterns and conditions on-site and in the vicinity. McLaren Chicago will be a unique and nontraditional luxury car dealership with exceptionally low intensity, low traffic, and low on-site unit sales. It will also generate less vehicular traffic than an administrative or medical office space building of smaller size.

11. The availability of adequate utilities and essential public services to the subject property to accommodate the uses permitted or permissible under the present zoning classification.

Answer: The utilities and essential public services currently available at the site are adequate to accommodate the uses permitted under O-3 zoning classification. Moreover, the amendment will not further tax public utilities and facilities in the area. In any event, the development will upgrade the water main along Ogden from a 6" line to an 8" line. The existing underground storm trap structure may be expanded as necessary. Communications with ComEd have begun to relocate any easement that runs through the site.

12. The length of time, if any, that the subject property has been vacant, considered in the context of the pace of development in the vicinity of the subject property.

Answer: 2 Salt Creek Ln has been a vacant lot for over 10 years. The nearby properties immediately to the south that are zoned B-3 have developed at a much faster pace. The recent development trends in the vicinity of 2 Salt Creek Ln have been towards business and commercial development and away from office development. There is no other planned office space development in the vicinity of the site. Market-wide, office space vacancies are at record high levels, and such use does not generate any sales tax revenue. Economic reality has demonstrated that 2 Salt Creek Ln is not well suited for office space use. To the North, the existing Office Park structures adjacent to 2 Salt Creek Ln in O-3 zoning have been in place for many years and predate the demolition of the previous two-story office building at 2 Salt Creek Ln in 2012.

13. The community need for the proposed amendment and for the uses and development it would allow.

Answer: The proposed amendment is needed to allow the redevelopment of this underused lot. The proposed use of a luxury car dealership under the McLaren brand is the best-case scenario for this specific lot because it will permit a long-term solution for the subject property, generate sales tax revenue for the Village, and enhance the values of the neighboring properties. The public health, safety, and welfare of the local community has not benefited to date from the existing O-3 zoning classification of 2 Salt Creek Ln. Instead, the existing O-3 zoning classification has limited its redevelopment because the development trends in the vicinity have been towards business and commercial development and away from office development. McLaren Chicago will be a unique and nontraditional luxury car dealership with exceptionally low intensity, low traffic, and low on-site unit sales; and it will generate less vehicular traffic than an office space building one-half the size of the proposed dealership.

See enclosed support letters from the Office Part of Hinsdale Owners Association, from the owner of the Subject Property, and from neighboring businesses.

14. The reasons, where relevant, why the subject property should be established as part of an overlay district and the positive and negative effects such establishment could be expected to have on persons residing in the area.

Answer: N/A. In addition, the certificate of compliance with the Illinois State Agency Historic Resources Preservation Act delivered by the Illinois Department of Natural Resources, states that there are no significant historic, architectural or archaeological resources are located within the proposed project area; and there is no federal involvement in the project.

EXHIBIT GROUP 1

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this “**Agreement**”) is dated as of the 27th day of April, 2022 (the “**Effective Date**”) by and between **2 SALT CREEK LLC**, an Illinois limited liability company (“**Seller**”), and **MOUSE MOTORS INC.**, a Montana corporation operating under the assumed name Mouse Automotive Inc (“**Purchaser**”).

ARTICLE 1

Definitions

Section 1.1 As used in this Agreement, unless the context otherwise requires or it is otherwise herein expressly provided, the following terms, when used with initial capital letters, shall have the following meanings:

ASSOCIATION: The “Association” as referred to in the Office Park Declaration (as hereinafter defined).

CLOSING: The consummation of the transaction contemplated by this Agreement.

CLOSING DATE: The date that is ten (10) business days after the earlier of (i) the expiration or Purchaser’s earlier waiver of the Governmental Approval Period (as hereinafter defined) and (ii) the date the Governmental Approvals (as hereinafter defined) are obtained, or such earlier or later date as may be mutually agreed to by Seller and Purchaser in writing.

ESCROW AGENT: Freedom Title Corporation, 2000 Center Drive, Suite C205, Hoffman Estates, Illinois 60192, Attn: Larry Howard, email: lhoward@freedomtitle.com.

GOVERNMENTAL APPROVALS: Any and all permits, licenses, variances or approvals (including, without limitation, any required zoning district change and site plan approvals) that are required from the Village and any other governmental authority (or, if applicable, the Association) to allow for the development, construction, and operation of a facility by Purchaser for the Intended Use (as hereinafter defined) on the Real Property (as hereinafter defined).

GOVERNMENTAL APPROVAL PERIOD: If this Agreement has not been terminated by Purchaser on or prior to the expiration of the Inspection Period (as hereinafter defined), the period beginning upon the expiration of the Inspection Period and extending until 5:00 p.m. Chicago, Illinois time on the date that is forty-five (45) days thereafter (the “**Initial Governmental Period**”), subject to extension as hereinafter provided. As consideration for the granting of the Initial Governmental Period and concurrently with the commencement thereof, Seller and Purchaser shall direct Escrow Agent to release \$25,000.00 of the Deposit (as hereinafter defined) to Seller (the “**First Deposit Release**”). In the event that the Governmental Approvals have not been obtained or waived by Purchaser despite Purchaser having diligently pursued the same in good faith, then Purchaser shall have the right to extend the Governmental Approval Period for up to two (2) additional forty-five (45) day periods (each, an “**Approval Extension Option**”) so long as (i) prior to the expiration of the then-existing Governmental Approval Period (before taking into account the extension being exercised) Purchaser shall give written notice to Seller of the exercise thereof and (ii) concurrently with the exercise of each such Approval Extension Option, Purchaser shall instruct Escrow Agent to release further \$25,000 installments of the Deposit to Seller (as applicable, the “**Second Deposit Release**” and the “**Third Deposit Release**” and collectively with the First Deposit Release, the “**Deposit Releases**”). Each of the Deposit Releases made to Seller shall be non-refundable to Purchaser (except in the event of a default hereunder by Seller), but shall be applicable to the Purchase Price (as hereinafter defined) if Closing occurs.

Freedom Title Corporation
2000 W ATT Center Dr., Ste C205
Hoffman Estates, IL 60192

FR 7002552 1/3

THIS INSTRUMENT PREPARED BY:

Peter Coules, Jr., Esq.
Donatelli & Coules, Ltd.
15 Salt Creek Lane, Suite 312
Hinsdale, Illinois 60521

AFTER RECORDING RETURN TO:

Vito M. Pacione, Esq.
Patzik, Frank & Samotny Ltd.
200 South Wacker Drive, Suite 2700
Chicago, Illinois 60606

KATHLEEN V. CARRIER, RECORDER
DUPAGE COUNTY ILLINOIS
01/24/2022 09:57 AM
RHSP

COUNTY TAX STAMP FEE 1,550.00
STATE TAX STAMP FEE 3,100.00

DOCUMENT # R2022-008140

Above Space for Recorder's Use Only

SPECIAL WARRANTY DEED

This SPECIAL WARRANTY DEED, made as of January 21, 2022 by **OPH 6 LLC**, an Illinois limited liability company, having an address at 12 Salt Creek Lane, Suite 400, Hinsdale, Illinois 60521 ("**Grantor**"), to an in favor of **2 SALT CREEK LLC**, an Illinois limited liability company, having an address at having an address at c/o Vequity LLC, 226 N. Morgan Street, Suite 300, Chicago Illinois 60607 ("**Grantee**").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other valuable consideration in hand paid by Grantee, the receipt and sufficiency whereof is hereby acknowledged, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto Grantee, and to its successors and assigns, FOREVER, all interest in and to the real estate situated in the County of DuPage and State of Illinois known and described on Exhibit A attached hereto and by this reference made a part hereof, including all improvements located thereon (collectively, the "**Property**"), subject to those matters set forth on Exhibit B attached hereto and made a part hereof (the "**Permitted Exceptions**").

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the Grantor, either in law or equity, of, in and to the Property, with the hereditaments and appurtenances:

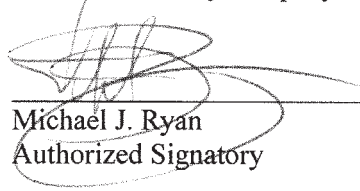
TO HAVE AND TO HOLD the Property as above described, with the appurtenances, unto the Grantee, its successors and assigns forever.

And the Grantor, for itself, and its successors and assigns, does covenant, promise and agree, to and with the Grantee, its successors and assigns, that during the period that Grantor has owned title to the Property, it has not done or suffered to be done anything whereby the Property hereby granted is, or may be, in any manner encumbered or charged, except for the Permitted Exceptions set forth on Exhibit B attached hereto and made a part hereof; and that subject to such Permitted Exceptions, the Grantor will WARRANT AND FOREVER DEFEND the Property against all persons lawfully claiming by, through or under the Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has signed and sealed and delivered this instrument as of the day and year first above written.

GRANTOR:


OPH 6 LLC,
an Illinois limited liability company

By: 
Name: Michael J. Ryan
Title: Authorized Signatory

STATE OF ILLINOIS)
) ss
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for the State and County provided above, do hereby certify that Michael J. Ryan, the Authorized Signatory of **OPH 6 LLC**, an Illinois limited liability company, on behalf of such entity, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Authorized Signatory, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of January, 2022.



Notary Public

My commission expires on 9/2/2024

MAIL TAX BILLS TO:

2 Salt Creek LLC
c/o Vequity LLC
226 N. Morgan Street, Suite 300
Chicago, Illinois 60607

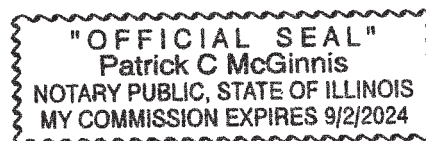


EXHIBIT A

Legal Description of Property

PARCEL 1:

LOT 7 IN OFFICE PARK OF HINSDALE, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 2002, AS DOCUMENT R2002-243817, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE, PERPETUAL EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AGREEMENT RECORDED JUNE 11, 1973 AS DOCUMENT R73-33823 AS AMENDED BY DOCUMENTS R73-35331, R81-2365 AND R2001-197280, DESCRIBED IN RIDER DESCRIPTIONS 2, 4 AND 6 ATTACHED THERETO, AND BY EASEMENT GRANT RECORDED JANUARY 18, 1989 AS DOCUMENT R89-006821 AS AMENDED BY DOCUMENT R89-072896, AND AS CREATED BY EASEMENT GRANT RECORDED JUNE 20, 1989 AS DOCUMENT R89-072897, DESCRIBED IN EXHIBITS C1 THROUGH C5 ATTACHED THERETO, AND ALSO AS CREATED BY LICENSE AGREEMENT RECORDED JUNE 11, 1973 AS DOCUMENT R73-33822, AS SUPPLEMENTED BY SUPPLEMENTAL DECLARATION OF LICENSE RECORDED AS DOCUMENT R77-117083 AND SUPPLEMENTAL DECLARATION OF LICENSE RECORDED AS DOCUMENT R79-107322, FOR THE PURPOSES OF INGRESS AND EGRESS OVER, UPON AND ACROSS EASEMENT PREMISES.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF EASEMENTS AND OPERATING COVENANTS RECORDED MAY 29, 2003, AS DOCUMENT R2003-200111, AND RE-RECORDED JANUARY 10, 2006 AS DOCUMENT R2006-005825 AND AMENDED BY AMENDMENT RECORDED FEBRUARY 27, 2012 AS DOCUMENT R2012-024784 FOR THE PURPOSE OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS UPON THE ROADWAYS; REPAIR, REPLACEMENT AND RENEWAL OF UTILITY IMPROVEMENTS; RETENTION, DETENTION AND DRAINAGE OF WATER; AND OVER COMMON IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO THE CLOCK TOWER, SIDEWALKS, LANDSCAPED AREAS AND POND FOR PEDESTRIAN INGRESS, EGRESS, ACCESS AND FOR PASSIVE RECREATIONAL PURPOSES OVER THE FOLLOWING DESCRIBED LAND: LOTS 1, 2, 3, 4, 6, 7, 8, 9 AND 10 IN OFFICE PARK OF HINSDALE, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 2002, AS DOCUMENT R2002-243817, IN DUPAGE COUNTY, ILLINOIS.

Commonly Known As: 2 Salt Creek Lane, Hinsdale, IL 60521

Property Index Number: 09-01-207-012

EXHIBIT B

Permitted Exceptions

1. REAL ESTATE TAXES FOR THE YEAR 2021 AND SUBSEQUENT YEARS WHICH ARE NOT YET DUE AND PAYABLE.
2. TERMS AND PROVISIONS OF STORMWATER FACILITY MAINTENANCE AGREEMENT RECORDED JANUARY 10, 2013 AS DOCUMENT NO. R2013-005216.
3. (A) TERMS, PROVISIONS, AND CONDITIONS RELATING TO THE EASEMENTS DESCRIBED AS PARCELS 2 AND 3 CONTAINED IN THE INSTRUMENTS CREATING SAID EASEMENTS.

(B) RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF SAID EASEMENTS.
4. THE LAND LIES WITHIN THE FLAGG CREEK WATER RECLAMATION DISTRICT, WHICH HAS ACCEPTED FEDERAL GRANTS FOR SEWAGE TREATMENT WORKS PURSUANT TO PUBLIC LAW 92-500. FEDERAL LAW REQUIRES A USER CHARGE SYSTEM SEPARATE FROM GENERAL AD VALOREM PROPERTY TAXES.
5. EASEMENT MADE BY AND BETWEEN THE HINSDALE SANITARY DISTRICT, A MUNICIPAL CORPORATION, AND OFFICE PARK OF HINSDALE, A PARTNERSHIP, DATED DECEMBER 30, 1971 AND RECORDED FEBRUARY 24, 1972 AS DOCUMENT R72-9137, RELATING TO INTERCEPTOR PIPES, LIFT STATION, WATER STORAGE AND PUMPING STATION, FORCE MAINS AND MAINTENANCE AND OPERATION OF WATER WELLS AND DISTRIBUTION SYSTEM, TOGETHER WITH THE PROVISIONS AND CONDITIONS CONTAINED THEREIN.

NOTE: BY QUITCLAIM DEED RECORDED MAY 27, 1981 AS DOCUMENT R81-27229, HINSDALE SANITARY DISTRICT CONVEYED ITS INTEREST IN SAID EASEMENT TO THE VILLAGE OF OAK BROOK.
6. GRANT OF EASEMENT MADE BY OFFICE PARK OF HINSDALE, A PARTNERSHIP, TO THE VILLAGE OF HINSDALE, A MUNICIPAL CORPORATION, AND ITS ASSIGNS, DATED AUGUST 13, 1973 AND RECORDED NOVEMBER 6, 1973 AS DOCUMENT R73-69217, OF EASEMENTS FOR THE EXISTING WATER WELLS AND PUMPING STATIONS DESCRIBED ON THE PLATS ATTACHED THERETO AS EXHIBIT "A" AND EXHIBIT "B" AND MADE A PART THEREOF.
7. GRANT OF EASEMENT MADE BY HINSDALE SANITARY DISTRICT, A MUNICIPAL CORPORATION, TO THE VILLAGE OF HINSDALE, A MUNICIPAL CORPORATION, AND ITS ASSIGNS, DATED NOVEMBER 9, 1972 AND RECORDED NOVEMBER 6, 1973 AS DOCUMENT R73-69216, OF EASEMENTS FOR THE EXISTING WATER WELLS AND PUMPING STATIONS AND FOR WATER MAINS FOR THE PURPOSE OF CONVEYING WATER, ALL AS DESCRIBED ON THE PLAT ATTACHED THERETO AS EXHIBIT "A" AND MADE A PART THEREOF.
8. EASEMENT AND MODIFICATION OF EXISTING EASEMENTS CREATED BY A GRANT DATED JULY 21, 1980 AND RECORDED SEPTEMBER 23, 1980 AS DOCUMENT R80-

57056, FROM OFFICE PARK OF HINSDALE AND HINSDALE SANITARY DISTRICT, FOR STORM AND SURFACE WATER CONTROL AND SANITARY SEWER PURPOSES.

9. AGREEMENT MADE BY AND BETWEEN DROVERS NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 62019, AND AS TRUSTEE UNDER TRUST NUMBER 61116, AND CATHERINE SOUSTEK, DATED JUNE 7, 1973 AND RECORDED JUNE 11, 1973 AS DOCUMENT R73-33823, WITH AMENDMENTS THERETO RECORDED AS DOCUMENTS R73-35331, R81-02365 AND R2001-197280, RELATING TO PERPETUAL AND NON-EXCLUSIVE EASEMENT AND COVENANTS APPURTENANT TO AND BENEFITING THE PREMISES IN QUESTION.
10. EASEMENT CREATED BY A GRANT RECORDED ON OCTOBER 6, 1978 AS DOCUMENT R78-96678, FROM THE DROVERS NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 30, 1967 AND KNOWN AS TRUST NUMBER 67927, TO THE ILLINOIS BELL TELEPHONE COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR THE RIGHT TO CONSTRUCT, RECONSTRUCT, ADD TO, REMOVE, OPERATE AND MAINTAIN COMMUNICATION SYSTEMS CONSISTING OF WIRES, CABLES, ETC., OVER A STRIP OF LAND 10 FEET IN WIDTH AS SET FORTH ON EXHIBIT "A" OF SAID DOCUMENT.
11. GAS MAIN EASEMENT MADE BY PAUL SCHWENDENER AND OFFICE PARK OF HINSDALE, TO NORTHERN ILLINOIS GAS COMPANY, DATED OCTOBER 19, 1967 AND RECORDED NOVEMBER 14, 1967 AS DOCUMENT NUMBER R67-46566, GRANTING A PERPETUAL EASEMENT AND RIGHT-OF-WAY FOR THE PURPOSE OF LAYING, MAINTAINING, OPERATING, RENEWING, REPLACING AND REMOVING GAS MAINS AND ANY NECESSARY GAS FACILITIES APPURTENANT THERETO, TOGETHER WITH THE RIGHT OF ACCESS THERETO FOR SAID PURPOSES, IN, UPON, UNDER, ALONG AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

THE WESTERLY 1/2 OF THE PRIVATE ROAD KNOWN AS "SALT CREEK LANE": INCLUDING THE WESTERLY 1/2 OF THE WEST BOUND TURN LANE LOCATED IN THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

(FOR FURTHER PARTICULARS, SEE RECORD.)
12. LICENSE AGREEMENT MADE BY AND BETWEEN OFFICE PARK OF HINSDALE AND DROVERS NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 61116, DATED FEBRUARY 15, 1973 AND RECORDED JUNE 11, 1973 AS DOCUMENT R73-33822, AND SUPPLEMENTAL DECLARATION RECORDED AS DOCUMENT R79-107322, AND SUPPLEMENTARY DECLARATION OF LICENSE RECORDED AS DOCUMENT R77-117083 RELATING TO INGRESS AND EGRESS TO AND FROM OGDEN AVENUE OVER AND ACROSS THE PRIVATE ROADS KNOWN AS SALT CREEK LANE AND ELM STREET, FURTHER PROVIDING FOR THE TERMINATION OF THIS AGREEMENT TOGETHER WITH THE TERMS, PROVISIONS AND CONDITIONS CONTAINED THEREIN.
13. OFFICE PARK OF HINSDALE DECLARATION OF EASEMENTS AND OPERATING COVENANTS DATED APRIL 2003 AND RECORDED MAY 29, 2003, AS DOCUMENT R2003-200111, AND RE-RECORDED JANUARY 10, 2006, AS DOCUMENT R2006-005825, MADE BY AND BETWEEN MIDWEST BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 8, 2001, AND KNOWN AS TRUST

NUMBER 01-7933 AND FOXFORD, L.L.C., AND AMENDED BY AMENDMENT RECORDED FEBRUARY 27, 2012 AS DOCUMENT R2012-024784.

14. EASEMENT GRANT RECORDED JANUARY 18, 1989 AS DOCUMENT R89-006821 AND AMENDED BY DOCUMENT R89-072896, GRANTING AN EASEMENT FOR PURPOSES OF INGRESS AND EGRESS, INCLUDING VEHICULAR AND PEDESTRIAN ACCESS, TO BENEFIT THE LAND AND OTHER PROPERTY, TOGETHER WITH RESTRICTIONS ON THE USE OF THE LAND.
15. GRANT MADE BY DROVERS NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 30, 1967 AND KNOWN AS TRUST NUMBER 67297, TO THE COMMONWEALTH EDISON COMPANY, A CORPORATION OF ILLINOIS, AND THE ILLINOIS BELL TELEPHONE COMPANY, A CORPORATION OF ILLINOIS, THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, DATED JUNE 30, 1969 AND RECORDED JULY 8, 1969 AS DOCUMENT R69-30059, OF AN EASEMENT TO CONSTRUCT, OPERATE, MAINTAIN, RENEW, RELOCATE AND REMOVE FROM TIME TO TIME WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS AND OTHER FACILITIES USED IN CONNECTION WITH UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, SOUNDS AND SIGNALS, TOGETHER WITH RIGHT OF ACCESS TO THE SAME AND THEIR RIGHT, FROM TIME TO TIME TO TRIM OR REMOVE TREES, BUSHES AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE GRANT THEREIN GIVEN IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE LAND, DESCRIBED AS FOLLOWS:

STRIPS OF LAND 10 FEET IN WIDTH AS SHOWN SHADED ON THE ATTACHED SKETCH MARKED EXHIBIT "A" AND MADE A PART THEREOF.
16. PURSUANT TO THE PLAT OF OFFICE PARK OF HINSDALE, AFORESAID, THERE SHALL BE NO DIRECT ACCESS TO OGDEN AVENUE (U.S. ROUTE 34) FROM LOTS 2, 3, 7 AND 8. ACCESS TO BE PROVIDED VIA ELM STREET AND SALT CREEK LANE. ACCESS TO EACH LOT VIA SALT CREEK LANE AND ELM STREET.
17. RESTRICTIVE COVENANT FOR CONSTRUCTION OF AN IMPROVEMENT IN THE PUBLIC RIGHT-OF-WAY RECORDED JANUARY 10, 2003, AS DOCUMENT R2003-012913, MADE BY AND BETWEEN THE VILLAGE OF HINSDALE AND FOXFORD, LLC, RELATING TO A LAWN SPRINKLER SYSTEM.
18. EASEMENT GRANT RECORDED JUNE 20, 1989 AS DOCUMENT R89-072897, GRANTING AN EASEMENT FOR PURPOSES OF INGRESS AND EGRESS, INCLUDING VEHICULAR AND PEDESTRIAN ACCESS, TO BENEFIT THE LAND AND OTHER PROPERTY, TOGETHER WITH RESTRICTIONS ON THE USE OF THE LAND.
19. ANY AND ALL MATTERS AS SHOWN ON ALTA/NSPS LAND TITLE SURVEY MADE BY MACKLE CONSULTANTS, LLC DATED JANUARY 11, 2022 AND DESIGNATED PROJECT NO. 4269.

Mouse Motors

PRELIMINARY DESIGN

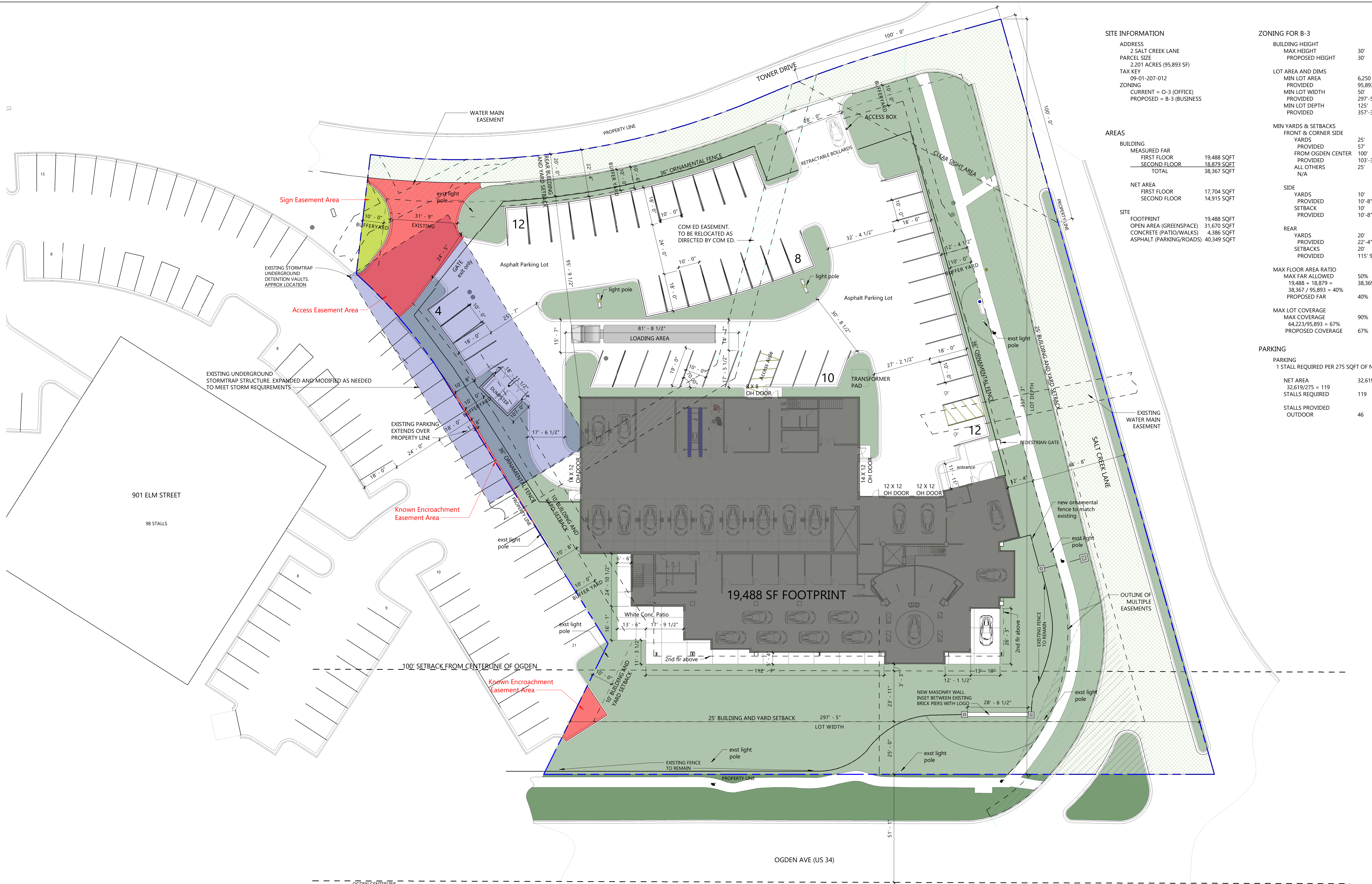


SHEET INDEX

SURVEY
SITE PLAN
AREA DIAGRAMS
CIVIL ENGINEERING
LANDSCAPE DRAWINGS
FIRST FLOOR
SECOND FLOOR
EXTERIOR ELEVATIONS
EXTERIOR ELEMENTS
3D VIEWS
SITE LIGHTING PLAN

Mouse Motors

Site Plan - #2 Salt Creek LN



SITE INFORMATION

ADDRESS
2 SALT CREEK LANE
PARCEL SIZE
2.201 ACRES (95,893 SF)
TAX KEY
09-01-207-012
ZONING
CURRENT = O-3 (OFFICE)
PROPOSED = B-3 (BUSINESS)

AREAS

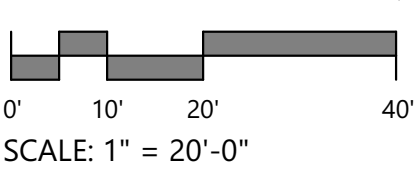
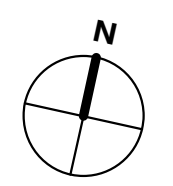
BUILDING	
MEASURED FAR	
FIRST FLOOR	19,488 SQFT
SECOND FLOOR	18,879 SQFT
TOTAL	38,367 SQFT
NET AREA	
FIRST FLOOR	17,704 SQFT
SECOND FLOOR	14,915 SQFT
SITE	
FOOTPRINT	19,488 SQFT
OPEN AREA (GREENSPACE)	31,670 SQFT
CONCRETE (PATIO/WALKS)	4,386 SQFT
ASPHALT (PARKING/ROADS)	40,349 SQFT

ZONING FOR B-3

BUILDING HEIGHT	
MAX HEIGHT	30'
PROPOSED HEIGHT	30'
LOT AREA AND DIMS	
MIN LOT AREA	6,250 SF
PROVIDED	95,893 SF
MIN LOT WIDTH	50'
PROVIDED	297'-5"
MIN LOT DEPTH	125'
PROVIDED	357'-3"
MIN YARDS & SETBACKS	
FRONT & CORNER SIDE	
YARDS	25'
PROVIDED	57'
FROM OGDEN CENTER	100'
PROVIDED	103'-3"
ALL OTHERS	25'
N/A	
SIDE	
YARDS	10'
PROVIDED	10'-8"
SETBACK	10'
PROVIDED	10'-8"
REAR	
YARDS	20'
PROVIDED	22'-4"
SETBACKS	20'
PROVIDED	115' 9 1/2"
MAX FLOOR AREA RATIO	
MAX FAR ALLOWED	50%
19,488 + 18,879 =	38,367 / 95,893 = 40%
PROPOSED FAR	40%
MAX LOT COVERAGE	
MAX COVERAGE	90%
64,223/95,893 = 67%	
PROPOSED COVERAGE	67%

PARKING

PARKING	
1 STALL REQUIRED PER 275 SQFT OF NET AREA	
NET AREA	32,619 SQFT
32,619/275 = 119	
STALLS REQUIRED	119
STALLS PROVIDED	
OUTDOOR	46





B1 FIRST FLOOR - FAR
 1/16" = 1'-0"



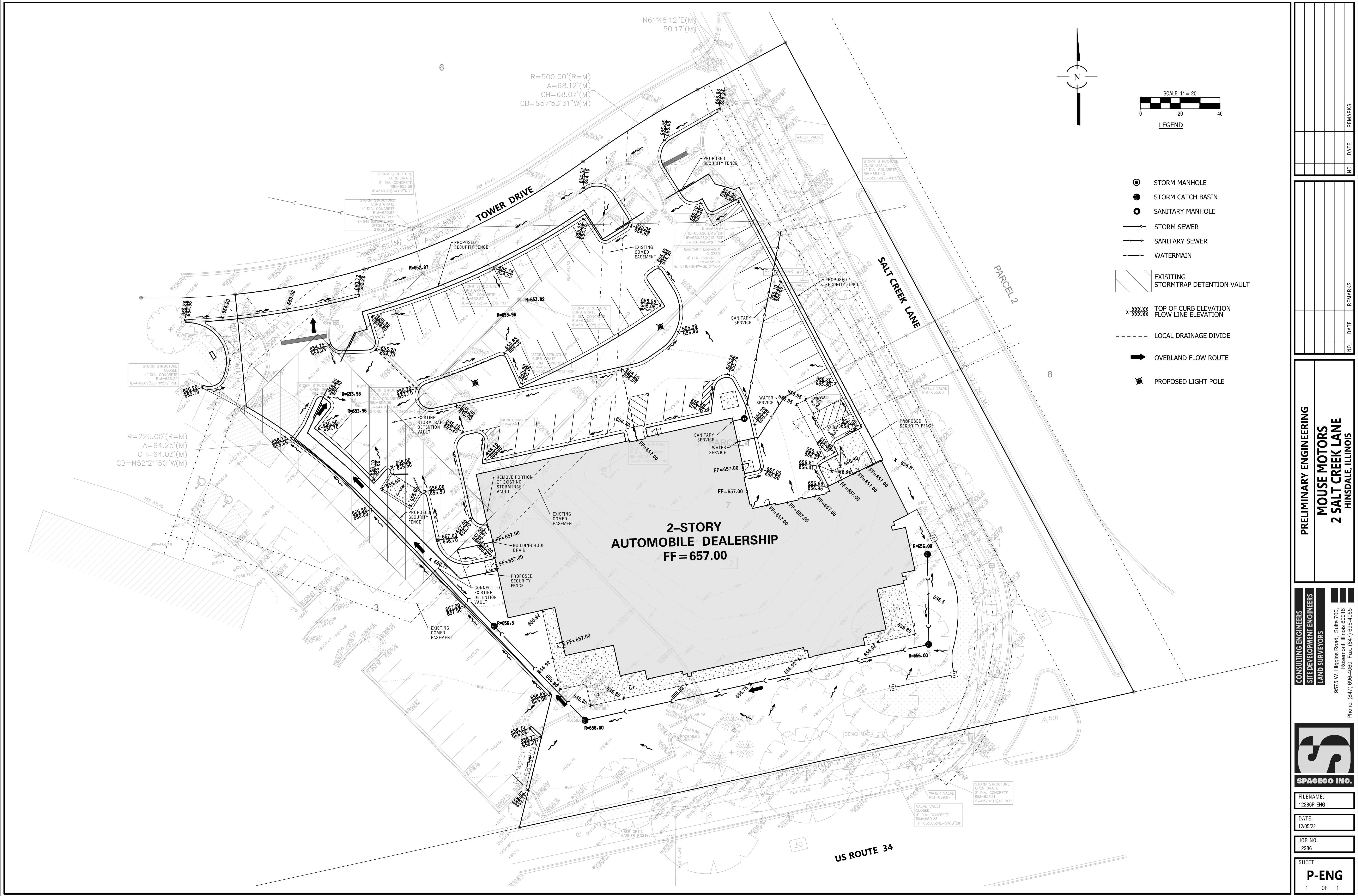
B3 FIRST FLOOR - Net Floor Area
 1/16" = 1'-0"



A1 SECOND FLOOR - FAR
 1/16" = 1'-0"



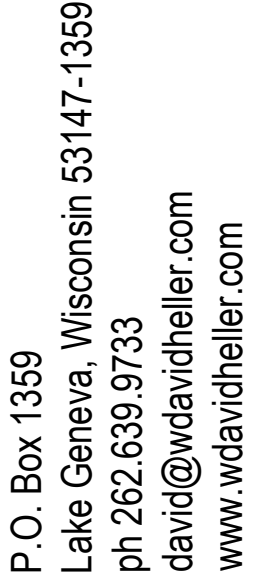
A3 SECOND FLOOR - Net Floor Area
 1/16" = 1'-0"



PRELIMINARY ENGINEERING	
MOUSE MOTORS	
2 SALT CREEK LANE	
HINSDALE, ILLINOIS	
CONSULTING ENGINEERS	NO.
SITE DEVELOPMENT ENGINEERS	DATE
LAND SURVEYORS	REMARKS
9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018 Phone: (847) 696-4060 Fax: (847) 696-4065	
SPACECO INC.	
FILENAME: 12286P-ENG	
DATE: 12/05/22	
JOB NO. 12286	
SHEET P-ENG	
1 OF 1	



Joint
Utility
Locating
Information for
Excavators
ours before you dig
(ing Sat., Sun. & Holidays)

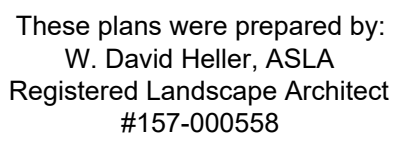


P.O. Box 1359
Lake Geneva, Wisconsin 53147-1359
ph 262.639.9733
david@wdavidheller.com
www.wdavidheller.com

McLAREN MOTORS

East Ogden Ave.
Hinsdale, IL

ISSUANCE AND REVISIONS	
DATE	DESCRIPTION
10.14.22	CONCEPT ISSUE
10.21.22	PLANTING PLAN
11.3.22	REVISED SITE PLAN
11.22.22	REVISED SITE PLAN



Information contained herein is based on survey information, field inspection, and believed to be accurate.

OVERALL LANDSCAPE PLAN

SHEET NUMBER

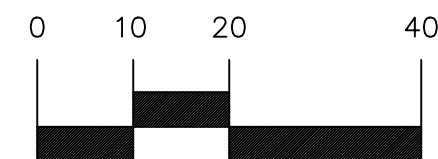
L 1.0



NORTH

OVERALL LANDSCAPE PLAN

Scale: 1" = 20'0"





P.O. Box 1359
Lake Geneva, Wisconsin 53147-1359
ph 262.639.9733
david@wdavidheller.com
www.wdavidheller.com



McLAREN MOTORS

East Ogden Ave.
Hinsdale, IL

DATE	DESCRIPTION
10.14.22	CONCEPT ISSUE
10.21.22	PLANTING PLAN
11.3.22	REVISED SITE PLAN
11.22.22	REVISED SITE PLAN



These plans were prepared by:
W. David Heller, ASLA
Registered Landscape Architect
#157-000558

Information contained herein is based on survey information, field inspection, and believed to be accurate.

OVERALL LANDSCAPE PLAN: IMAGES

SHEET NUMBER

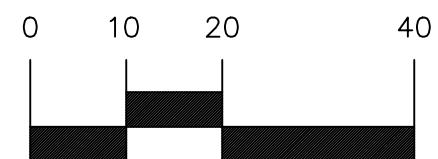
L 1.05



NORTH

OVERALL LANDSCAPE PLAN

Scale: 1" = 20'0"





PROJECT

McLAREN MOTORS

East Ogden Ave.
Hinsdale, IL

ISSUANCE AND REVISIONS

DATE	DESCRIPTION
10.14.22	CONCEPT ISSUE
10.21.22	PLANTING PLAN
11.3.22	REVISED SITE PLAN
11.22.22	REVISED SITE PLAN



These plans were prepared by:
W. David Heller, ASLA
Registered Landscape Architect
#157-000558

Information contained herein is based on survey information, field inspection, and believed to be accurate.

SHEET TITLE

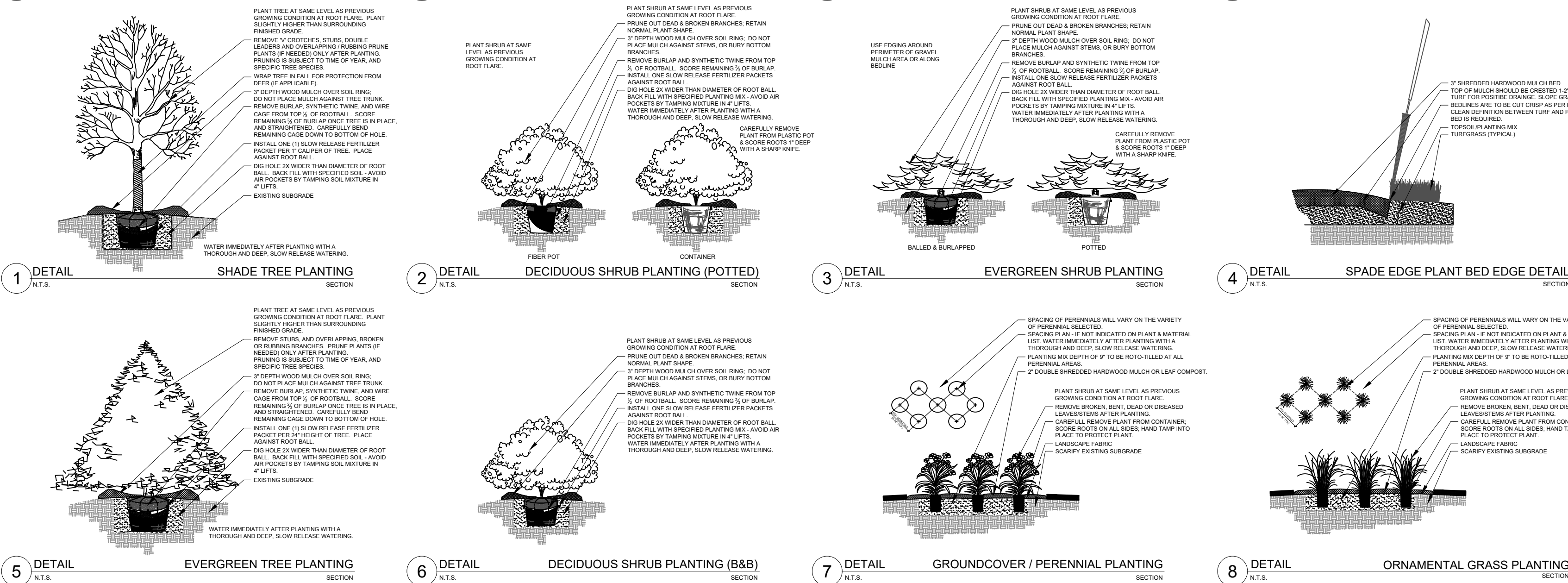
LANDSCAPE DETAILS, NOTES, & SCHEDULE

PROJECT MANAGER	WDH
PROJECT NUMBER	22-059
DATE	12.5.22
SHEET NUMBER	

L 1.2

PLANT KEY	QUANTITY	BOTANICAL NAME	COMMON NAME	CAULPER/HEIGHT SIZE	ROOT	SPECIFICATION / NOTES	PLANT SPACING
Proposed Landscape Materials							
SHADE TREES (DECIDUOUS)							
ARM	3	Acer xfreemanii 'Armstrong'	Armstrong Red Maple	3.0'	B&B	Straight central leader, full and even crown. Prune only after planting	
AGG	2	Ginkgo biloba 'Autumn Gold'	Autumn Gold Maidenhair	2.5'	B&B	Straight central leader, full and even crown. Prune only after planting	
PLANT KEY	QUANTITY	BOTANICAL NAME	COMMON NAME	CAULPER/HEIGHT SIZE	ROOT	SPECIFICATION / NOTES	PLANT SPACING
ORNAMENTAL TREES (DECIDUOUS)							
GFC	5	Malus x astrigenes 'Durlei'	Gladstoe Flowering Crabapple	7-8' H	B&B	Well balanced multi-stemmed tree with minimum four canes, and full appearance	
JTL	3	Syringa reticulata 'Ivory Silk'	Ivory Silk Japanese Tree Lilac	7-8'	B&B	Well balanced multi-stemmed tree with minimum four canes, and full appearance	
PLANT KEY	QUANTITY	BOTANICAL NAME	COMMON NAME	HEIGHT SIZE	ROOT	SPECIFICATION / NOTES	PLANT SPACING
EVERGREEN TREES							
HCI	7	Juniperus chinensis 'Hetzi Columnaris'	Hetzi Columnar Juniper (upright)	5-6'	B&B	Evenly shaped tree with branching to the ground	42"
FVI	17	Juniperus scopulorum 'Fairview'	Fairview Upright Juniper (upright)	5-6'	B&B	Evenly shaped tree with branching to the ground	60"
PLANT KEY	QUANTITY	BOTANICAL NAME	COMMON NAME	SHRUB SIZE (HEIGHT)	ROOT/CONT.	SPECIFICATION / NOTES	PLANT SPACING
EVERGREEN SHRUBS							
GVB	88	Buxus 'Green Velvet'	Green Velvet Boxwood	24"	Cont.	Full rounded well branched shrub	24-30"
KCPJ	28	Juniperus chinensis 'Kallay'	Kallay Compact Pfizer Juniper	#5	Cont.	Full rounded well branched shrub	48"
Bul	7	Juniperus sabina 'Buffalo'	Buffalo Juniper	#3	Cont.	Full rounded well branched shrub	42"
PLANT KEY	QUANTITY	BOTANICAL NAME	COMMON NAME	SHRUB SIZE (HEIGHT)	ROOT/CONT.	SPECIFICATION / NOTES	PLANT SPACING
DECIDUOUS SHRUBS							
HC	11	Cotoneaster acutifolia	Peking (Hedge) Cotoneaster	42"	B&B	Full, well rounded plant with moist rootball and healthy appearance	30-42"
LDN	26	Physocarpus opulifolius 'Little Devil'	Little Devil Ninebark	30"	Cont.	Full, well rooted plant, evenly shaped	60"
FIB	35	Rhamnus frangula	Fine Line Buckthorn	#5	Cont.	Full, well rooted plant, evenly shaped	48"
GLS	64	Rhus aromatica 'Gro-Low'	Gro Low Fragrant Sumac	#5	Cont.	Full, well rooted plant, evenly shaped	42"
TBS	70	Spiraea betulifolia 'Tor'	Tor Spiraea	#3	Cont.	Full, well rooted plant, evenly shaped	36"
SBW	33	Weigela florida 'Sonic Bloom'	Sonic Bloom Weigela	24"	Cont.	Full, well rooted plant, evenly shaped	42"
PLANT KEY	QUANTITY	BOTANICAL NAME	COMMON NAME	CONTAINER SIZE		SPECIFICATION / NOTES	PLANT SPACING
ORNAMENTAL GRASSES							
KFRG	77	Calamagrostis acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Grass	#1	Cont.	Full, well rooted plant	15-18"
ORG	56	Calamagrostis acutiflora 'Overdam'	Overdam Feather Reed Grass	#1	Cont.	Full, well rooted plant	15"
PDS	77	Sporobolus heterolepis	Prairie Dropseed	#1	Cont.	Full, well rooted plant	18"
PLANT KEY	QUANTITY	BOTANICAL NAME	COMMON NAME	CONTAINER SIZE		SPECIFICATION / NOTES	PLANT SPACING
HERBACEOUS PERENNIALS							
MA	74	Allium 'Millenium'	Millenium Allium	#1	Cont.	Full, well rooted plant, evenly shaped	18"
BGGT	34	Echinops bannaticus	Blue Glow Globe Thistle	#1	Cont.	Full, well rooted plant, evenly shaped	18"
MVS	30	Salvia xsuperba 'May Night'	May Night Salvia	#1	Cont.	Full, well rooted plant, evenly shaped	18"
PLANT KEY	QUANTITY	BOTANICAL NAME	COMMON NAME	CONTAINER SIZE		SPECIFICATION / NOTES	PLANT SPACING
GROUNDCOVERS & VINES							
GCP	696	Pachysandra terminalis 'Green Carpet'	Green Carpet Pachysandra	3"	Pot	Full, well rooted plant	6"
PLAN KEY	QUANTITY	SPECIFIED SEED MIX / SOD		CONTAINER SIZE		SPECIFICATION / NOTES	PLANT SPACING
LAWN							
	2786	Lawn Establishment Area / Grading Area			5Y	Reinder's Deluxe 50 Seed Mix (800-785-3301)	
	25075	Erosion Matting for sloped seeded areas	see plan for area delineation		SF	EroTex D575 Erosion Control Blanket (or approved equal)	
SOD							
	2786	Sodded Areas (identified on plan)	see plan for area delineation		5Y	Fresh cut, weed free; Bluegrass Blend Sod; Water immediately after installation	
Hardscape Materials							
	8	Heritage River Gravel Mulch (1.0-1.5" pieces)	Area: 740 SF		TN	2" depth	
	500	Aluminum Edge Restraint (gravel areas)	Permaloc ProSlide 3/16"x5.5" Black Duralflex Finish		LF		
	740	Landscape Fabric	SF		LF		
	72	Shredded Hardwood Mulch (3" depth)	Area: 7,740 SF		CY	Install at Tree & Shrub installation; apply Preemergent	
	25	Double-Shredded Hardwood Mulch (2" depth)	Area: 4,020 SF		CY	Install at Perennial, Ornamental Grasses & Groundcover areas; apply Preemergent	
	73	Soil Amendments (2" depth)	Area: 11,760 SF		CY	See Landscape General Notes for composition of Soil Amendments	
	77	Pulverized Topsoil (1" at all seeded and sodded areas)	Area: 25,075 SF		CY		
	73	Pulverized Topsoil (2" over bed areas)	Area: 11,760 SF		CY		
*Landscape counts & quantities are provided as a service to the Landscape Contractor; Landscape Contractor is responsible for verifying these counts and quantities in order to provide a complete landscape installation as outlined on this Landscape Master Plan. In the event that a discrepancy occurs between this schedule and the Landscape Master Plan, the Landscape Master Plan including the graphics and notations depicted therein shall govern.							
Seed Compositions: Reinder's Deluxe 50 Seed Mix (800-785-3301): 20% Kentucky Bluegrass (Sod Quality) 15% Newport Kentucky Bluegrass 15% Ken Blue Kentucky Bluegrass 25% Creeping Red Fescue							
				15% Quebec Perennial Ryegrass 10% Fiesta III Perennial Ryegrass		Seed at rate of 150-200# per acre	

LANDSCAPE GENERAL NOTES



PLANTING & HARDSCAPE DETAILS

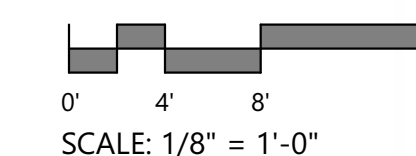


Joint
Utility
Locating
Information for
Excavators

Call 48 hours before you dig
(Excluding Sat., Sun. & Holidays)

Mouse Motors

First Floor - Salt Creek LN



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



22036

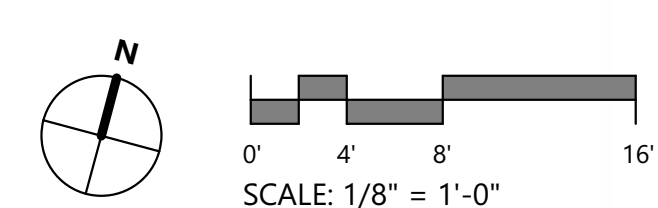
December 5th, 2022

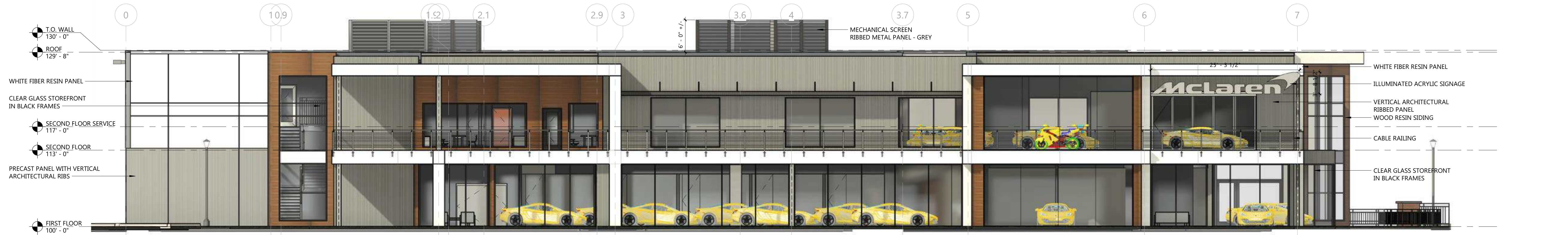
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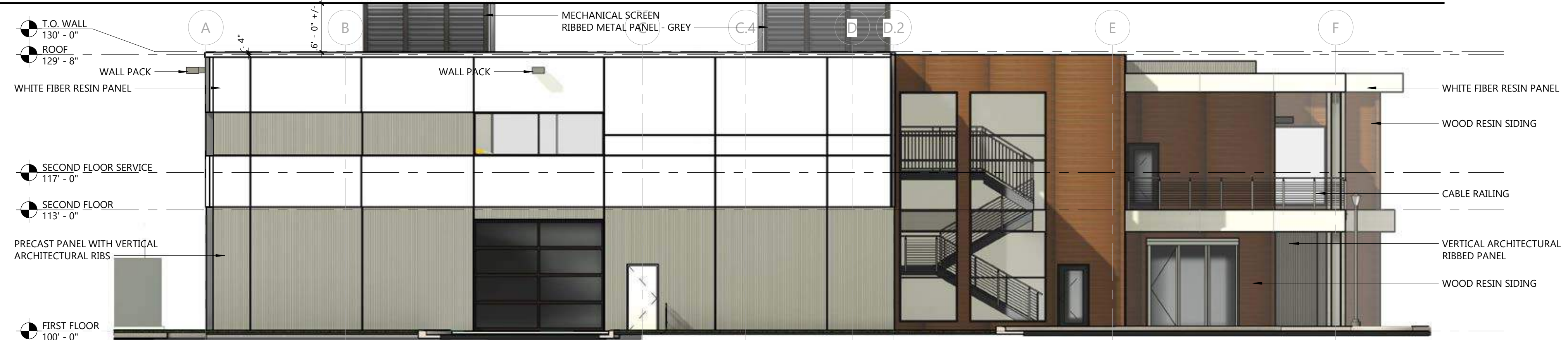
Mouse Motors

Second Floor - Salt Creek LN





D1 South Elevation
1/8" = 1'-0"



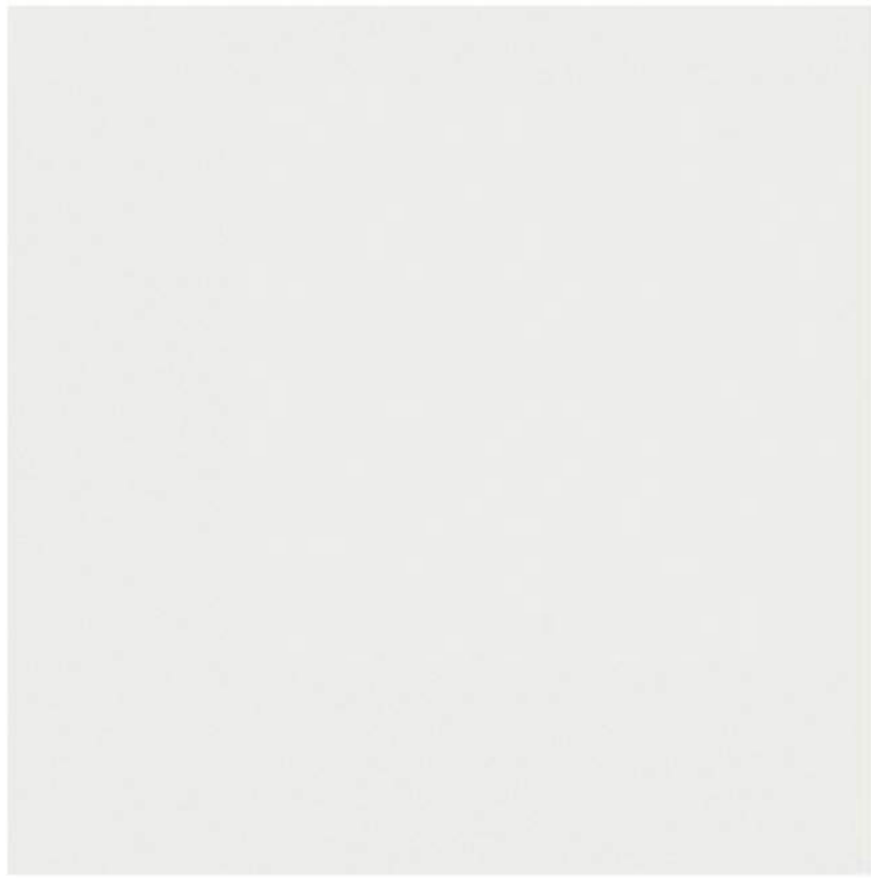
C3 West Elevation
1/8" = 1'-0"



B3 East Elevation
1/8" = 1'-0"



A1 North Elevation
1/8" = 1'-0"



C1 WHITE FIBER RESIN PANEL
1/8" = 1'-0"



C2 WOOD RESIN PANEL
1/8" = 1'-0"



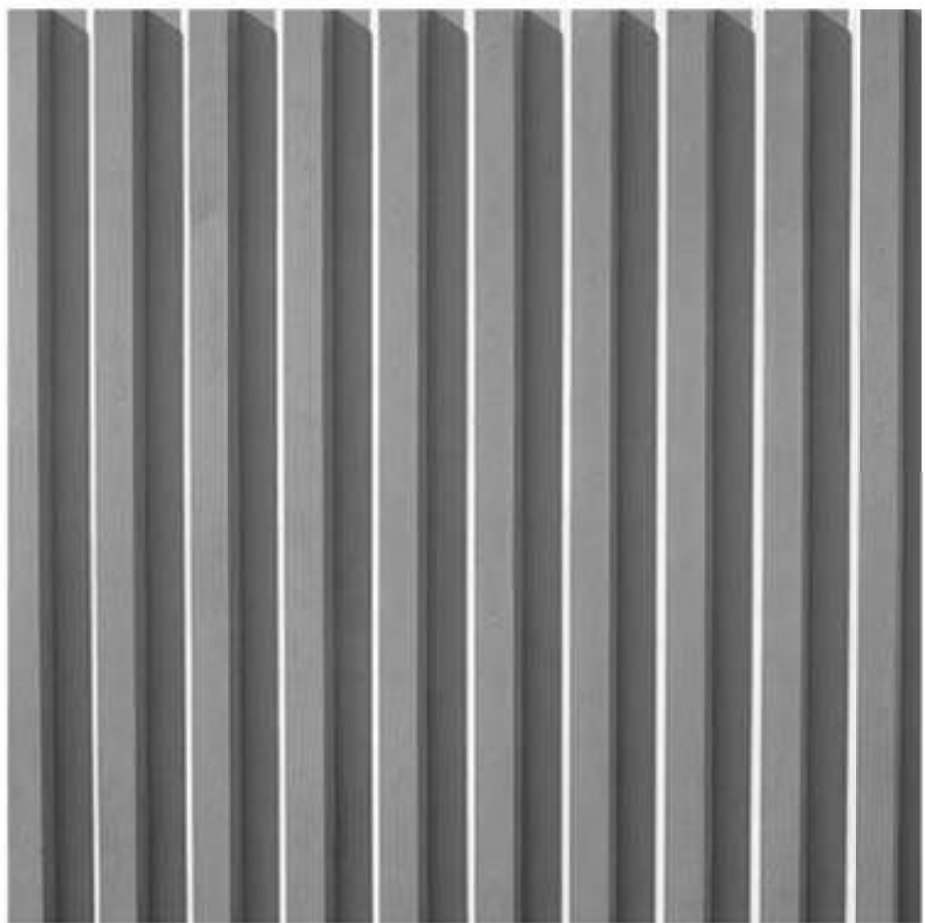
C3 VERTICAL ARCHITECTURAL RIBBED PANEL
1/8" = 1'-0"



B1 GLASS STOREFRONT IN BLACK FRAME
1/8" = 1'-0"



B2 CABLE RAILING
1/8" = 1'-0"

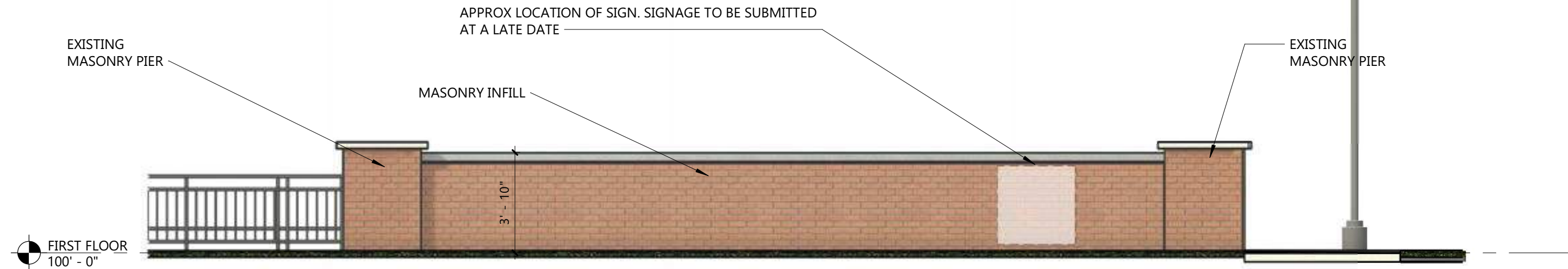


A1 PRECAST PANEL
1/8" = 1'-0"

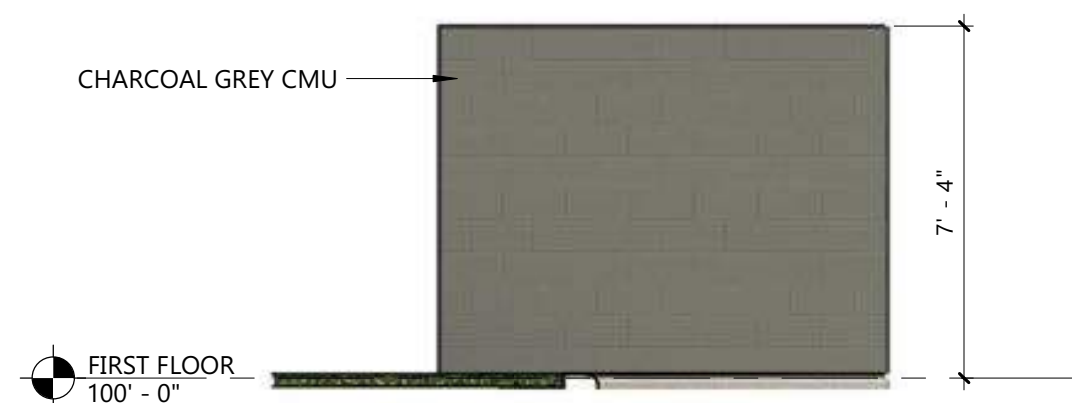


A2 MECHANICAL SCREEN RIBBED PANEL
1/8" = 1'-0"

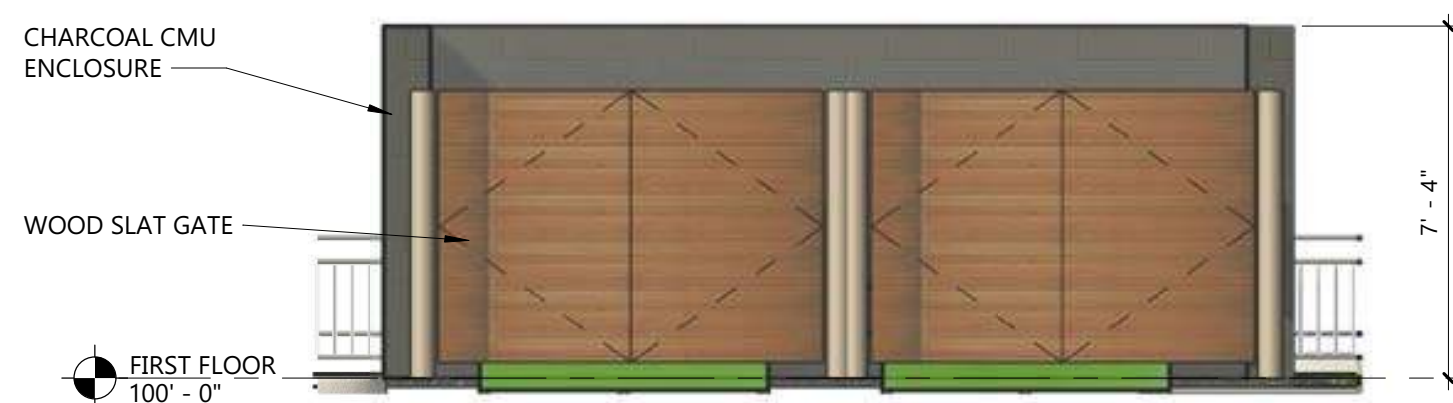
- **Material:** Smooth aluminum, 3003 H14 alloy
- **Thickness:** .063"
- **Finish:** 4000 Series powder finish on both sides



C4 MASONRY WALL INFILL
1/4" = 1'-0"



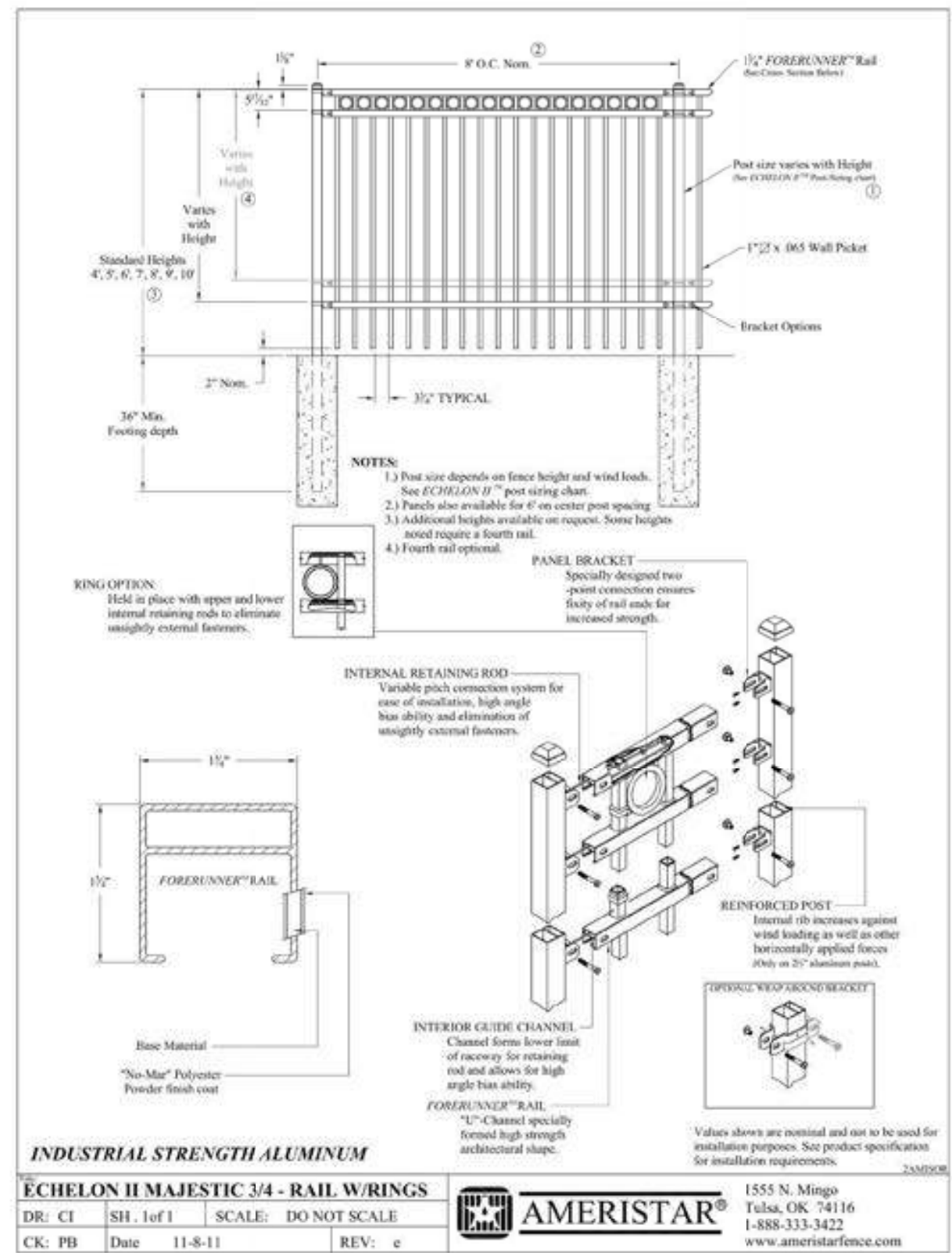
B4 ENCLOSURE SIDE ELEVATION
1/4" = 1'-0"



B5 ENCLOSURE FRONT ELEVATION
1/4" = 1'-0"



A4 36" ORNAMENTAL FENCE
1/8" = 1'-0"





D2 OGDEN AVE



C2 SALT CREEK



B2 REAR



A2 CORNER

TALON
Area Light



Project: _____

Performance Data

CRI 70+ Dimming 0-10v, 10% to 100%
CCT 4000K Operating Temp -40°C to +55°C
Lifetime L80 100,000+ IP Rating IP 65

Description

The Talon is Unite's most popular area light offering both fantastic efficiency and reliability to provide the best one for one replacement value in the market.

Multiple mounting options and distribution types make this a highly versatile solution for parking lots, sites and roadways. The Talon is always part of Unite Ltg's 2 day quick ship program for ultimate convenience.

Features

- Highly durable powder coat finish over chromatic conversion coating
- Die cast aluminum IP65 housing UL listed with integral heatsink
- 4 convenient mounting types for all installations
- Thermal and shock resistant 3G tested for roadways and crane mounting



Ordering Information

Example: TL-150-5K-U-T4-BRZ-P/I-3PIN-PC-HSS

Series	Wattage	Optic	Color Temp	Voltage	Color	Mounting
TL Talon	100 150 200 240 300	H3 Type 3 H4 Type 4 H5 Type 5	4K 4000K	U 120-277 H 277-480	BZ Bronze BK Black WH White	SF Slip Fit Mount PM Pole Mount TRN Trunion Mount

Performance Data

CRI 70+ Dimming 0-10v, 10% to 100%
CCT 4000K, 5000K Operating Temp -40°C to +55°C
Lifetime L80 100,000+ IP Rating IP 65

Description

The Galaxy's clean lines provide a fantastic versatile cutoff wall pack for those in search of a more modern look to their projects. The three wattage and three kelvin adjustability delivers all of your stocking needs in one package. The IP65 powder coat finish and high impact lens delivers highly durable maintenance free lighting for years to come.

Features

- Highly durable powder coat finish over chromatic conversion coating
- Die cast aluminum IP65 housing UL listed with integral heatsink
- 1/2" threaded conduit entry in 4 convenient locations
- Fully adjustable Wattage and Color Temperature for one SKU convenience



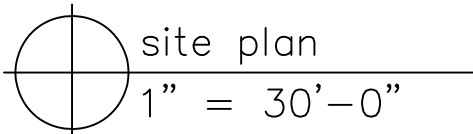
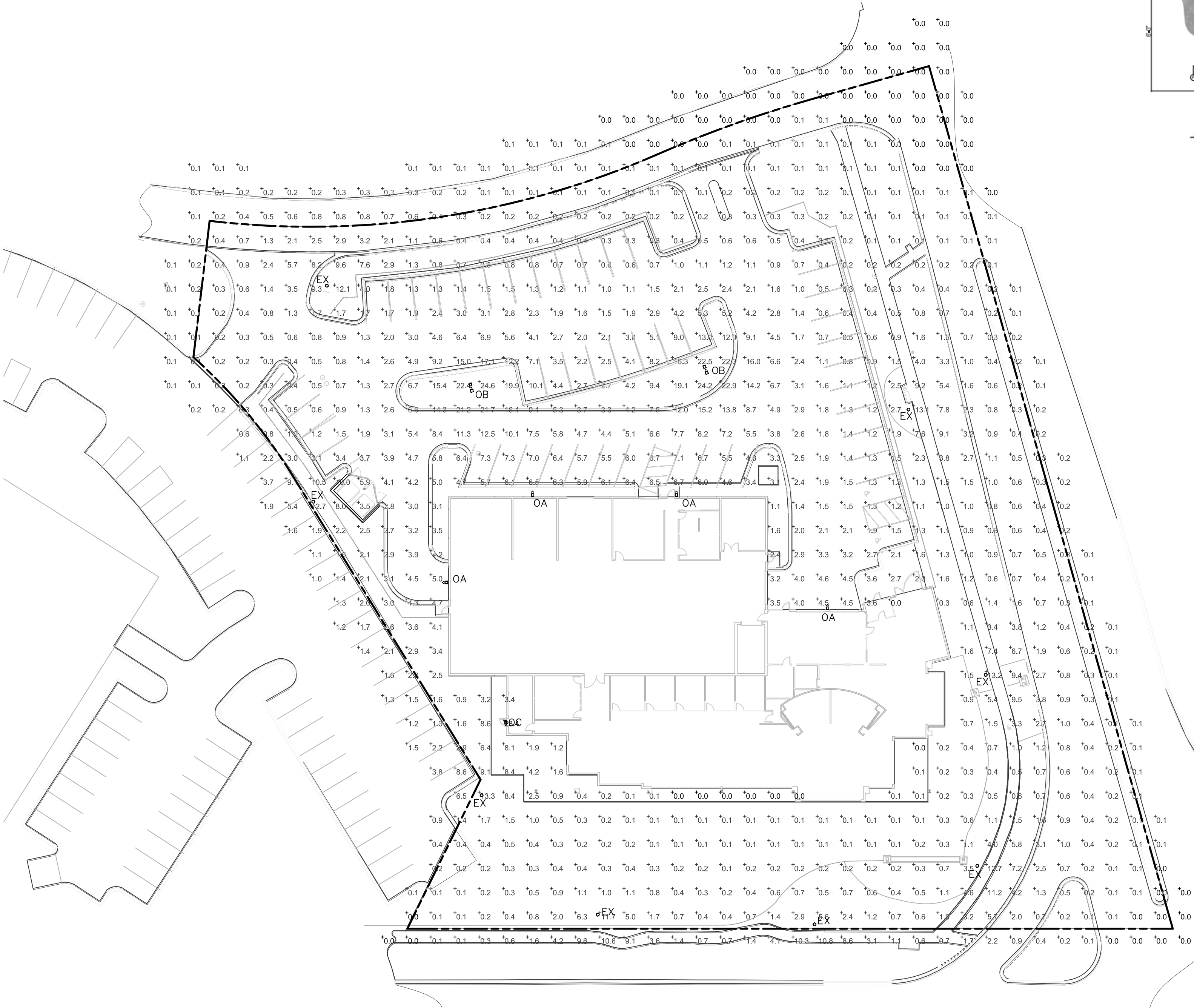
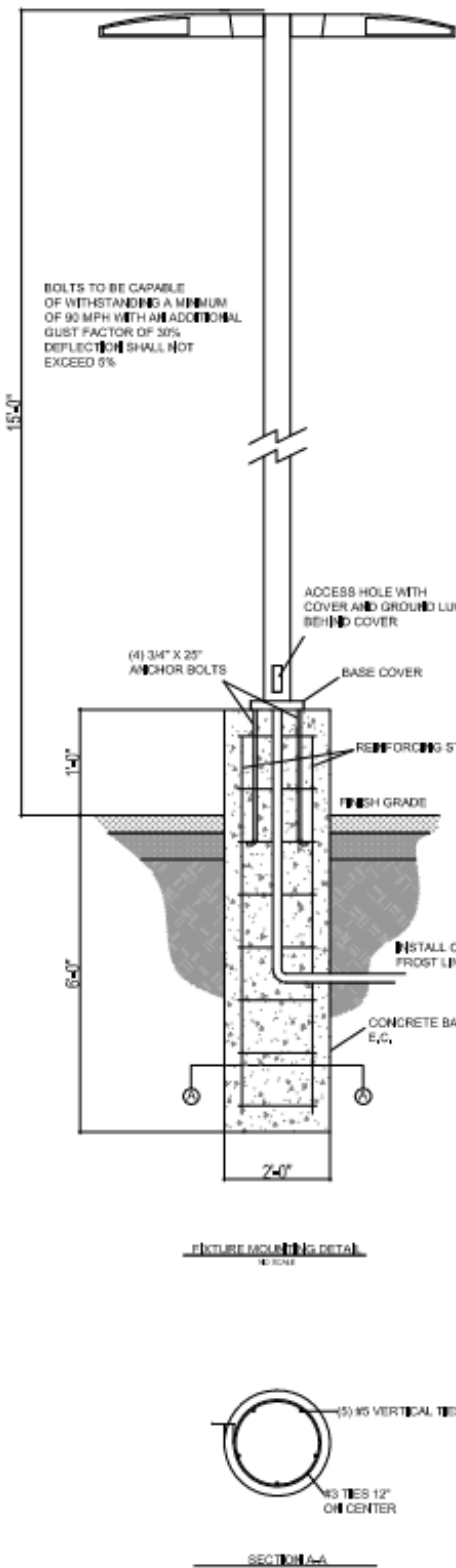
Ordering Information

Example: GX MW MK U CL BZ

Series	Wattage	Color Temp	Voltage	Lens	Color	Accessories
GX Galaxy	MW Adjustable 45W/60W/75W	MK Adjustable 3K/4K/5K	U 120-277	CL Clear	BZ Bronze BK Black WH White CU Custom	PC Photocell (included) 10kv 10KV Surge Protector

Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens Per Lamp	Light Loss Factor	Wattage
	OA	4	UNITE	TALON 150W TYPE IV	BUILDING MOUNTED 28" AFG	4000K LED	1	Talon 150W Type 4 4000K.IES	21044	1	150
	OB	2	UNITE	TALON 150W TYPE IV	TWIN 180 TYPE IV MOUNTED ON A 14" POLE ON A 1' BASE	4000K LED	1	Talon 150W Type 4 4000K.IES	21044	1	300
	OC	1	UNITE	Galaxy 45W 4000K	BUILDING MOUNTED 10" AFG	4000K LED	1	Galaxy 45W 4K.IES	6140	1	45
	EX	8	EXISTING	EXISTING DECORATIVE POLE	EXISTING DECORATIVE PENDANT LIGHT POLE	4000K LED	1	ESL3_LTDRL3_P20S_40 K_XXXXX_TG3.Ies	11346	1	72.77

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
SITE PHOTOMETRICS	+	2.2 fc	28.4 fc	0.0 fc	N/A	N/A



REMARKS:

PROJECT:

PROJECT LOCATION:

HINSDALE, IL

DATE:

12 / 5 / 2022

DRAWN BY:

J. PRUSINSKI

PROJECT NUMBER:

00688

SITE PHOTOMETRIC DRAWING

SCALE: NTS

SLE

EXHIBIT 3



Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271
www.dnr.illinois.gov

JB Pritzker, Governor
Colleen Callahan, Director

DuPage County
Hinsdale
2 Salt Creek Lane
Section:1-Township:38N-Range:11E
IEPA, SPACECO-12286
*New construction, car dealership

PLEASE REFER TO: SHPO LOG #021082922

October 1, 2022

Jim Kapustiak
Spaceco Inc.
9575 W. Higgins Road, Suite 700
Rosemont, IL 60018

Dear Mr. Kapustiak:

The Illinois State Historic Preservation Office is required by the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420, as amended, 17 IAC 4180) to review all state funded, permitted or licensed undertakings for their effect on cultural resources. Pursuant to this, we have received information regarding the referenced project for our comment.

Our staff has reviewed the specifications under the state law and assessed the impact of the project as submitted by your office. We have determined, based on the available information, that no significant historic, architectural or archaeological resources are located within the proposed project area.

According to the information you have provided concerning your proposed project, apparently there is no federal involvement in your project. However, please note that the state law is less restrictive than the federal cultural resource laws concerning archaeology. If your project will use federal loans or grants, need federal agency permits, use federal property, or involve assistance from a federal agency, then your project must be reviewed under the National Historic Preservation Act of 1966, as amended. Please notify us immediately if such is the case.

This clearance remains in effect for two (2) years from date of issuance. It does not pertain to any discovery during construction, nor is it a clearance for purposes of the IL Human Skeletal Remains Protection Act (20 ILCS 3440).

Please retain this letter in your files as evidence of compliance with the Illinois State Agency Historic Resources Preservation Act.

If further assistance is needed please contact Jeff Kruchten, Chief Archaeologist at 217/785-1279 or Jeffery.kruchten@illinois.gov.

Sincerely,

Carey L. Mayer, AIA
Deputy State Historic
Preservation Officer

EXHIBIT GROUP 4

September 20, 2022

Bethany Salmon
Village Planner
Village of Hinsdale
19 E Chicago Ave
Hinsdale, IL 60521

Dear Ms. Salmon,

Please be advised that McLaren Automotive, Inc. (MAI) has duly authorized LaSarte Partners LLC, d/b/a McLaren Chicago to relocate their McLaren Sales and Service operation from 645 W. Randolph Street, Chicago, IL 60661 to 2 Salt Creek Hinsdale, IL 60521.

Upon approval of this purchase by the Village of Hinsdale, please provide MAI with a written copy of the approval for our internal records at the address below.

Sincerely,



Alex C. Salamone
Head of Network and
Business Development

cc: Nicolas Brown

9/19/2022

Bethany Salmon
Village Planner
Village of Hinsdale
19 E. Chicago Ave.
Hinsdale, IL 60521
Via email: bsalmon@villageofhinsdale.org

Re: 2 Salt Creek Lane (Premises)
Mouse Motors / McLaren Chicago (Applicant)

Dear Ms. Salmon:

I represent the owners of JLR Hinsdale, common address 336 E Ogden Ave., located in Hinsdale. We approve and support the applications of Mouse Motors Inc., / McLaren Chicago for the operation of an automotive dealership at the Premises under the submitted plans. This dealership will be a beneficial addition to our community and business.

Please feel free to reach out with any questions.

By:

A handwritten signature in black ink, appearing to read "Kevin Jacobs", is written over a horizontal line.

Kevin Jacobs

2 Salt Creek LLC
c/o Vequity LLC
226 North Morgan Street, Suite 300
Chicago, Illinois 60607
Attn: Christopher Ileakis
Email: c.ileakis@vequity.com

9/18/2022

Bethany Salmon
Village Planner
Village of Hinsdale
19 E. Chicago Ave.
Hinsdale, IL 60521
Via email: bsalmon@villageofhinsdale.org

Re: 2 Salt Creek Lane, Hinsdale, IL (Premises)
Mouse Motors / McLaren Chicago (Applicant)

Dear Ms. Salmon:

I represent the owner of Lot 7, common address 2 Salt Creek Ln, located in Office Park of Hinsdale Owners Association. Seller approves and supports the applications of Mouse Motors Inc., / McLaren Chicago for the operation of an automotive dealership at the Premises under the submitted plans. This dealership will be a beneficial addition to our community.

Please feel free to reach out with any questions.



By:
Chris Ileakis-Manager

EXHIBIT 5

Traffic Impact Study Luxury Car Dealership

Hinsdale, Illinois



Prepared For:



November 29, 2022

1. Introduction

This report summarizes the methodologies, results, and findings of a traffic impact study conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for a proposed luxury car dealership to be located in Hinsdale, Illinois. The site is located on the west side of Salt Creek Lane bounded by Tower Drive on the north and Ogden Avenue (U.S. Route 34) on the south and currently contains a vacant parcel and that previously contained an approximate 30,000 square-foot office building. As proposed, the two-story dealership will occupy an approximately 19,500 square-foot building footprint totaling approximately 38,400 square feet. In addition, the dealership will provide a total of approximately 45 outdoor parking spaces and 70 indoor parking spaces. Access to the dealership will be provided via the two existing access drives located on Tower Drive serving the site.

The purposes of this study are to (1) examine background traffic conditions, (2) assess the impact that the proposed luxury dealership will have on traffic conditions in the area, and (3) determine if any roadway or access improvements are necessary to accommodate the traffic generated by the proposed luxury dealership.

Figure 1 shows the location of the site in relation to the area roadway system. **Figure 2** shows an aerial view of the site.

The sections of this report present the following:

- Existing roadway conditions
- A description of the proposed luxury dealership
- Directional distribution of the proposed luxury dealership traffic
- Vehicle trip generation for the proposed luxury dealership
- Future traffic conditions including access to the proposed luxury dealership
- Traffic analyses for the weekday morning and weekday evening peak hours
- Recommendations with respect to adequacy of the site access and adjacent roadway system

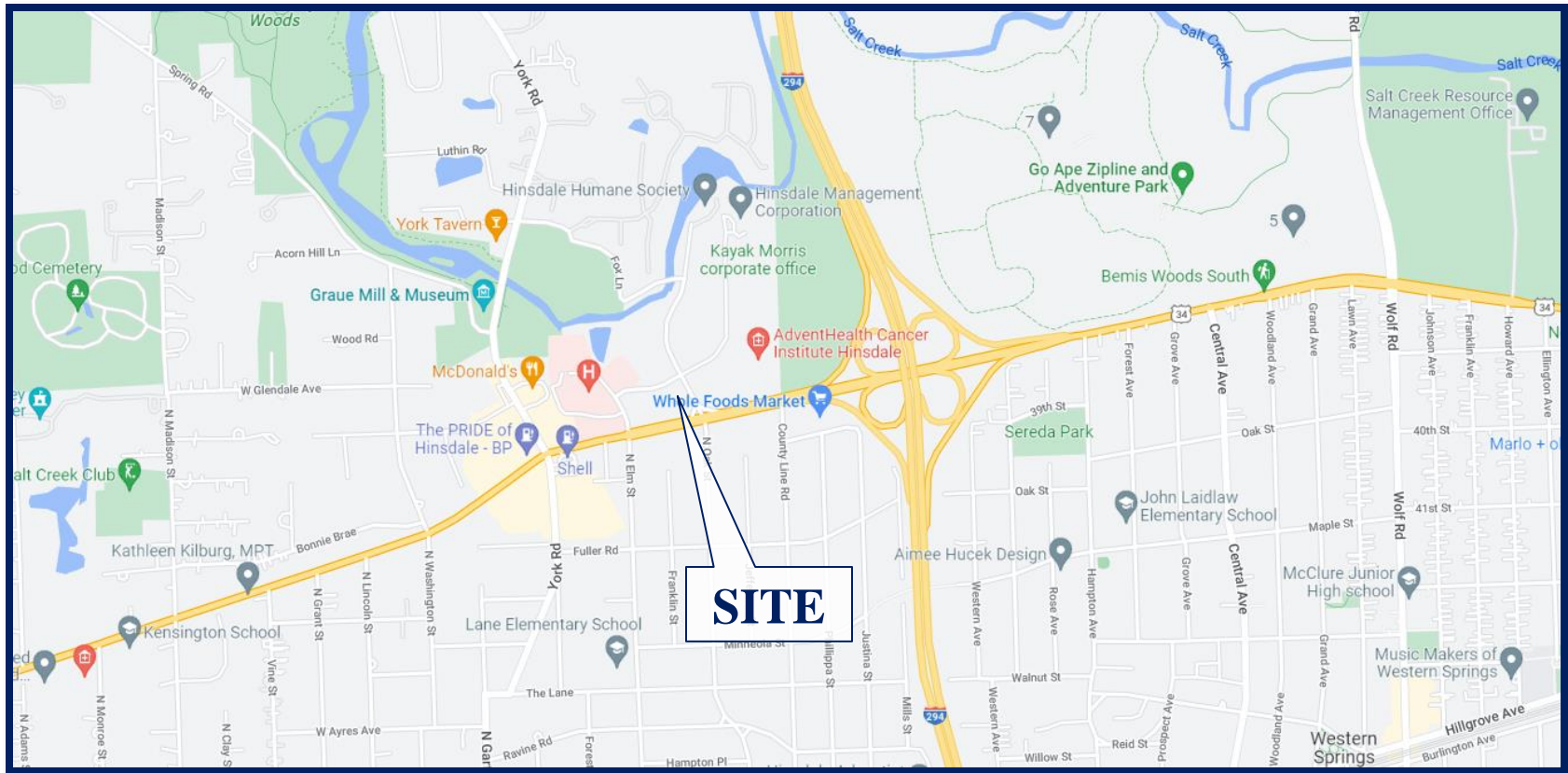
Traffic capacity analyses were conducted for the weekday morning and weekday evening peak hours for the following conditions:

1. Year 2022 Base Conditions – Analyze the capacity of the existing roadway system using existing peak hour traffic volumes adjusted to reflect typical conditions.
2. Year 2028 No-Build Conditions – Analyzes the capacity of the existing roadway system using base peak hour traffic volumes increased by an ambient area growth factor not attributable to any particular development.
3. Year 2028 Projected Conditions – Analyzes the capacity of the future roadway system using the projected traffic volumes that include the existing traffic volumes, ambient area growth not attributable to any particular development, and the net increase in traffic estimated to be generated by the proposed luxury dealership.

Executive Summary

Based on the results of the traffic study, the following conclusions have been made:

- Access to the dealership will be provided via the two existing full access drives located on Tower Drive serving the site. It should be noted that the west access drive also provides access to the 901 North Elm Street office building. Both access drives provide full access to/from Tower Drive and have one inbound lane and one outbound lane. The outbound lanes are under stop sign control.
- The access drives on Tower Drive will provide flexible and efficient access to and from the site and will be adequate in accommodating site traffic.
- The proposed luxury dealership is estimated to generate less peak hour and daily traffic than an approximate 30,000 square-foot office building that previously occupied the site and can contain a similar size building under the existing zoning.
- The roadway system has sufficient reserve capacity to accommodate the traffic projected to be generated by the proposed luxury dealership and no additional roadway improvements or traffic control modifications are required.



Site Location

Figure 1

*Luxury Car Dealership
Hinsdale, Illinois*



Aerial View of Site

Figure 2

2. Existing Conditions

Existing transportation conditions in the vicinity of the site were documented in order to obtain a database for projecting future conditions. The following provides a description of the geographical location of the site, physical characteristics of the area roadway system including lane usage and traffic control devices, and existing peak hour traffic volumes.

Site Location

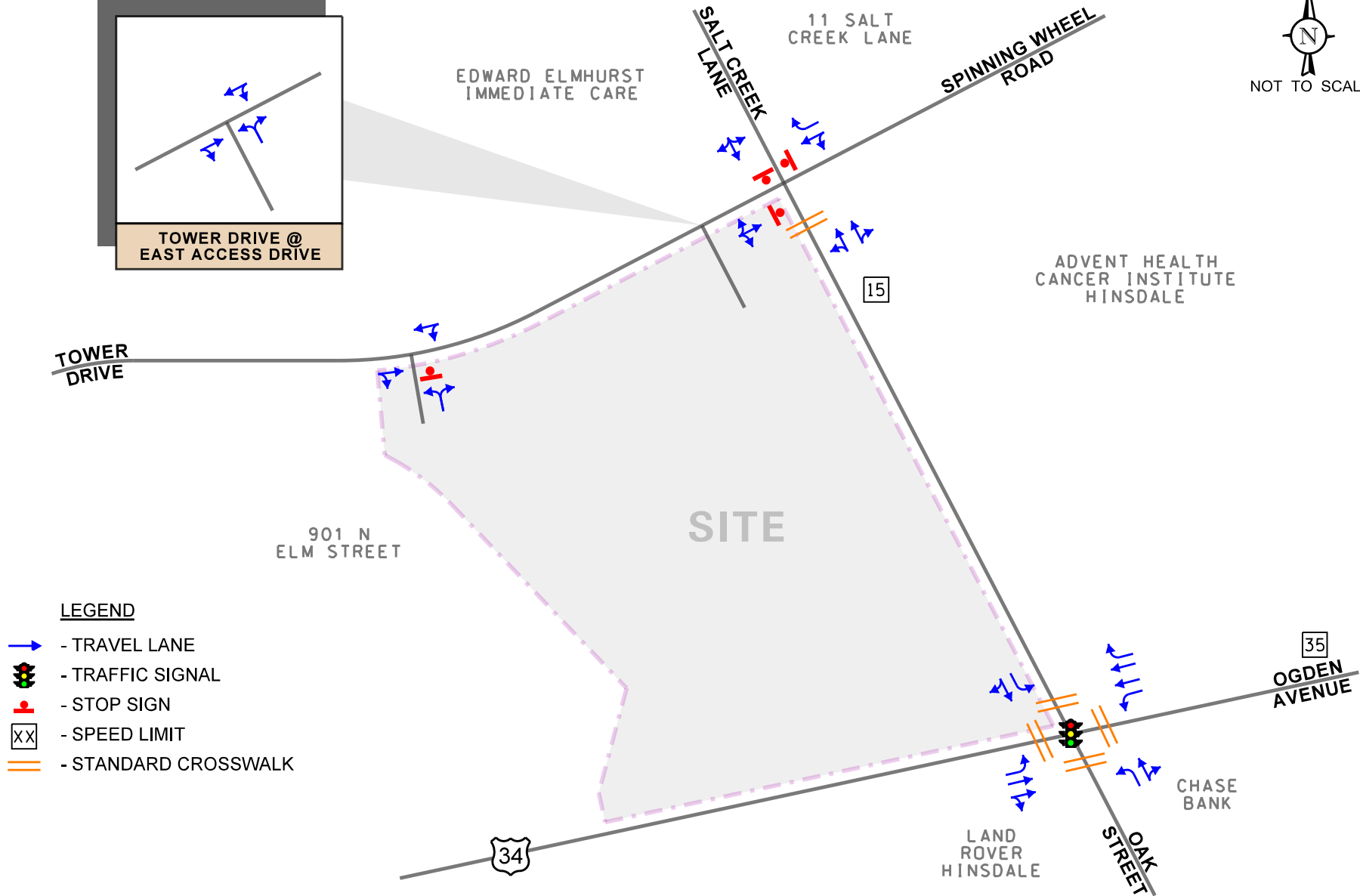
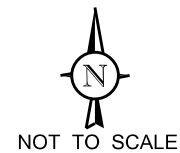
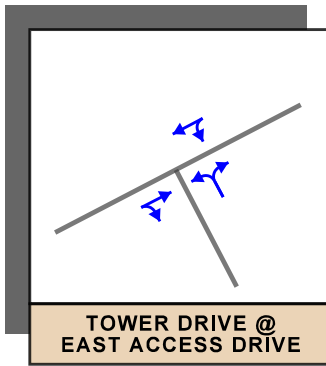
The site is located on the west side of Salt Creek Lane bounded by Tower Drive on the north and Ogden Avenue on the south and currently contains a vacant parcel that previously contained an approximate 30,000 square-foot office building. The 901 Elm Street office building is located directly west of the site. Land uses further to the north are primarily medical office buildings, along Ogden Avenue are commercial uses, and south of Ogden Avenue is a residential area. An interchange with Interstate 294 is located approximately 0.35 miles east of the intersection of Ogden Avenue with Salt Creek Lane/Oak Street.

Existing Roadway System Characteristics

The characteristics of the existing roadways near the site are described below and illustrated in **Figure 3**.

Ogden Avenue (U.S. Route 34) is generally a northeast-to-southwest, other principal arterial roadway which generally provides two lanes in each direction divided by a striped median in the vicinity of the site. At its signalized intersection with Salt Creek Lane/Oak Street, Ogden Avenue provides a separate left-turn lane, a through lane, and a combined through/right-turn lane on the eastbound approach and a separate left-turn lane, two through lanes, and a channelized right-turn lane on the westbound approach. Standard-style crosswalks are provided on both legs of the intersection. Ogden Avenue is under the jurisdiction of the Illinois Department of Transportation (IDOT), is not classified as a Strategic Regional Arterial (SRA), carries an Annual Average Daily Traffic (AADT) volume of approximately 33,400 vehicles (IDOT 2019), and has a posted speed limit of 35 miles per hour.

Salt Creek Lane/Oak Street is a north-south, local roadway that generally provides one lane in each direction in the vicinity of the site. The road is designated as Salt Creek Lane north of Ogden Avenue and Oak Street south of Ogden Avenue. Between Ogden Avenue and Tower Drive, Salt Creek Lane provides two lanes in each direction divided by a median. At their signalized intersection with Ogden Avenue, Salt Creek Lane and Oak Street each provide a separate left-turn lane, a combined through/right-turn lane, and a standard-style crosswalk. At its unsignalized intersection with Tower Drive/Spinning Wheel Road, Salt Creek Lane provides a combined left-turn/through lane, a combined through/right-turn lane, and a standard-style crosswalk on the northbound approach and a combined left-turn/through/right-turn lane on the southbound approach. The southbound approach of Salt Creek Lane, Tower Drive, and Spinning Wheel Road are under stop sign control while the northbound approach of Salt Creek Lane operates under free-flow conditions. Salt Creek Lane and Oak Street are under the jurisdiction of the Village of Hinsdale. Salt Creek Lane has a posted speed limit of 15 miles per hour and Oak Street has a posted speed limit of 25 miles per hour.



Proposed Salt Creek
Auto Dealership
Hinsdale, Illinois

Existing Roadway Characteristics



Job No: 22-336

Figure: 3

Tower Drive/Spinning Wheel Road is generally an east-west, local roadway that provides one lane in each direction. West of Salt Creek Lane the road is designated as Tower Drive and east of Salt Creek Lane the road is designated as Spinning Wheel Road. At their unsignalized intersection with Salt Creek Lane, Tower Drive provides a combined left-turn/through/right-turn lane and Spinning Wheel Road provides a combined left-turn/through lane and a separate right-turn lane. The southbound approach of Salt Creek Lane, Tower Drive, and Spinning Wheel Road are under stop sign control while the northbound approach of Salt Creek Lane operates under free-flow conditions. At the unsignalized intersections with the two access drives serving the site, Tower Drive provides combined through/right-turn lanes on the eastbound approaches and combined left-turn/through lanes on the westbound approaches. Tower Drive is under private jurisdiction and Spinning Wheel Road is under the jurisdiction of the Village of Hinsdale.

Existing Traffic Volumes

In order to determine current traffic conditions within the study area, KLOA, Inc. conducted peak period traffic counts at the following intersections on Wednesday, October 26, 2022:

- Tower Drive with the site east access drive
- Tower Drive with the site west access drive, which also provides access to the 901 Elm Street office building

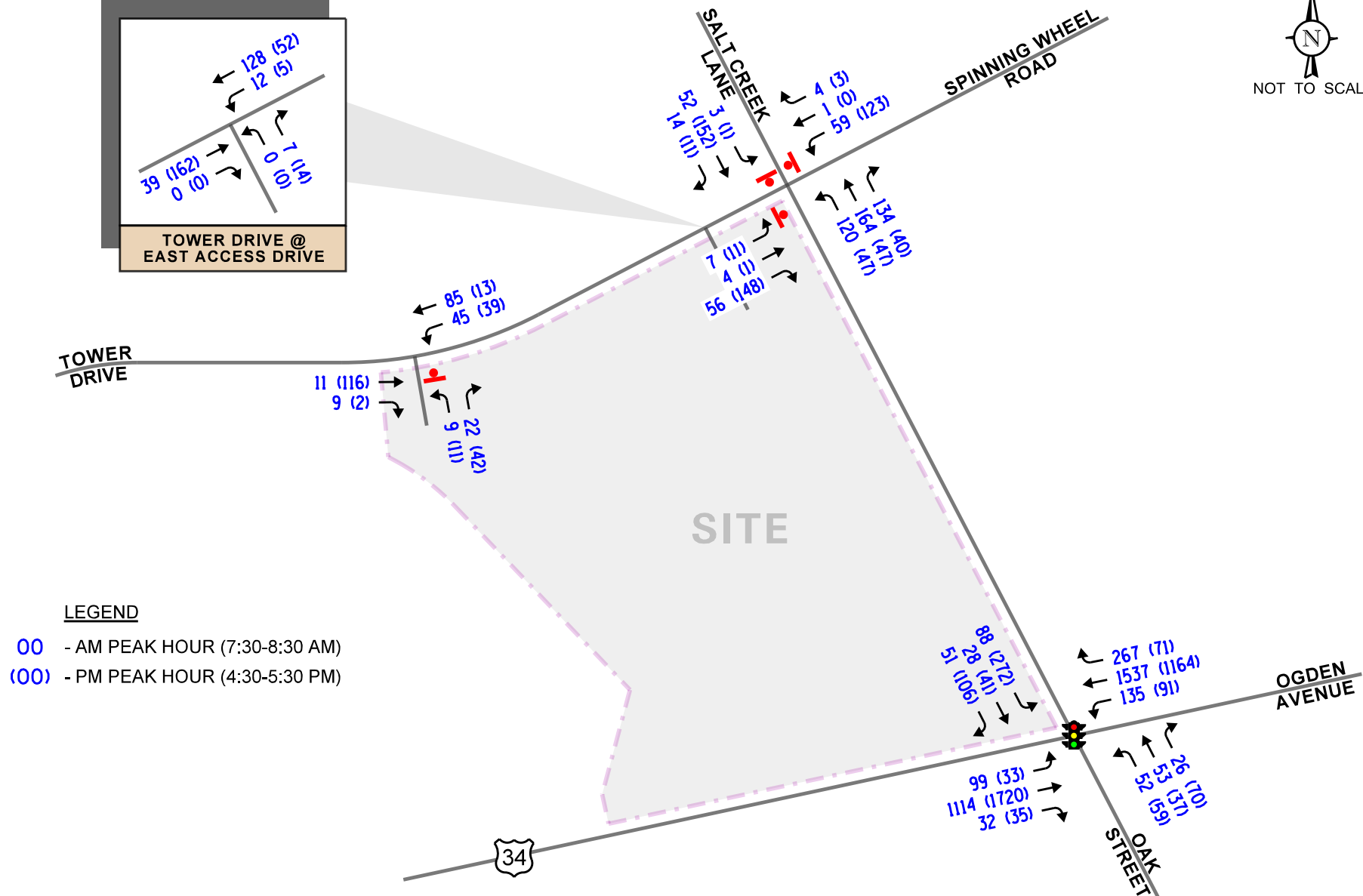
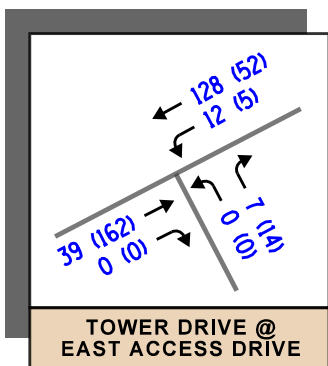
These counts were supplemented with previously conducted counts on Tuesday, March 1, 2022 at the following intersections:

- Ogden Avenue with Salt Creek Lane/Oak Street
- Salt Creek Lane with Tower Drive/Spinning Wheel Road

The counts were conducted during the weekday morning (7:00 A.M. to 9:00 A.M.) and weekday evening (4:00 P.M. to 6:00 P.M.) peak periods. The results of the traffic counts show that the peak hours of traffic generally occur between 7:30 A.M. and 8:30 A.M. during the morning peak period and between 4:30 P.M. and 5:30 P.M. during the evening peak period.

To ensure that the traffic volumes reflect normal traffic conditions, the 2022 traffic counts along Ogden Avenue were compared with the 2019 AADT volumes available from IDOT, increased to 2022 volumes with an annual growth rate to be discussed later. The comparison determined that the existing traffic volumes along Ogden Avenue were approximately 20 percent lower than the IDOT counts adjusted to 2022. Therefore, the through volumes along Ogden Avenue were increased by 20 percent to reflect normal traffic conditions and provide the Year 2022 base volumes.

Figure 4 illustrates the Year 2022 base traffic volumes. Copies of the traffic count summary sheets are included in the Appendix.



Proposed Salt Creek
Auto Dealership
Hinsdale, Illinois

Year 2022 Base Traffic Volumes



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Figure: 4

Crash Data Summary

KLOA, Inc. obtained crash data¹ from IDOT for the most recent available five years (2017 to 2021) for the intersections of Ogden Avenue with Salt Creek Lane and Oak Street, Salt Creek Lane with Tower Drive and Spinning Wheel Drive, and Tower Drive with the east and west access drives serving the site. The crash data for the intersection of Ogden Avenue with Salt Creek Lane and Oak Street is summarized in **Table 1**. No crashes were reported at any of the other intersections during the review period. Further, a review of the crash data indicated that no fatalities were reported at the intersections during the review period.

Table 1

OGDEN AVENUE (US 34) WITH SALT CREEK LANE/OAK STREET – CRASH SUMMARY

Year	Type of Crash Frequency						Total
	Angle	Object	Rear End	Sideswipe	Turning	Other	
2017	1	0	2	1	3	0	7
2018	0	0	1	0	1	0	2
2019	0	1	3	0	2	0	6
2020	0	0	1	0	0	0	1
2021	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>2</u>
Total	1	1	7	1	8	0	18
Average	<1.0	<1.0	1.4	<1.0	1.6	0.0	3.6

¹ IDOT DISCLAIMER: The motor vehicle crash data referenced herein was provided by the Illinois Department of Transportation. Any conclusions drawn from analysis of the aforementioned data are the sole responsibility of the data recipient(s). Additionally, for coding years 2015 to present, the Bureau of Data Collection uses the exact latitude/longitude supplied by the investigating law enforcement agency to locate crashes. Therefore, location data may vary in previous years since data prior to 2015 was physically located by bureau personnel.

3. Traffic Characteristics of the Proposed Dealership

In order to properly evaluate future traffic conditions in the surrounding area, it was necessary to determine the traffic characteristics of the proposed luxury dealership, including the directional distribution and volumes of traffic that it will generate.

Proposed Site and Development Plan

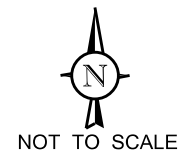
As discussed earlier, the site of the luxury dealership is located on the west side of Salt Creek Lane bounded by Tower Drive on the north and Ogden Avenue on the south and currently contains a vacant parcel that previously contained an approximate 30,000 square-foot office building. As proposed, the two-story building will have a footprint of approximately 19,500 square feet with a total of approximately 38,400 square feet. The building will consist of a showroom, offices, indoor parking, and a service area with maintenance bays. A loading zone for trucks will be on the north side of the building. Based on the information provided by the operator, the dealership will have a total of approximately 16 employees and 10 to 20 customers are expected per month. The dealership will provide 45 outdoor parking spaces and 70 indoor parking spaces.

Access to the dealership will be provided via the two existing full access drives located on Tower Drive serving the site. It should be noted that the west access drive also provides access to the 901 North Elm Street office building. The east access drive is located approximately 75 feet west of Salt Creek Lane and the west access drive is located approximately 285 feet west of Salt Creek Lane. Both access drives provide full access to/from Tower Drive and have one inbound lane and one outbound lane. The outbound lanes are under stop sign control.

A copy of the site plan is included in the Appendix.

Directional Distribution

The directions from which patrons and employees will approach and depart the site were estimated based on existing travel patterns, as determined from the traffic counts. **Figure 5** illustrates the directional distribution of the traffic generated by the proposed luxury dealership.



Proposed Salt Creek
Auto Dealership
Hinsdale, Illinois

Directional Distribution



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Figure: 5

Peak Hour Traffic Volumes

The volume of traffic estimated to be generated by the proposed luxury car dealership was based on Automobile Sales (New) trip generation rates published by the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 11th Edition. However, it is important to note that the ITE rates are based on larger, standard dealerships as opposed to the proposed luxury dealership, which is smaller, unique, and nontraditional compared to standard dealerships. The proposed luxury dealership is projected to generate much lower traffic volumes as it will have an exceptionally low number of on-site unit sales and service appointments. As discussed above, the proposed luxury dealership will have approximately 16 employees and only approximately 10 to 20 customers per month, as approximately 80 percent of vehicle sales take place online and an enclosed vehicle hauler handles 90 to 95 percent of their service business. The operator has indicated that the proposed luxury dealership is only anticipated to have approximately 25 percent of the sales/service appointments of a standard dealership. As such, the ITE trip rates were reduced by 75 percent. The trip generation estimates are shown in **Table 2**.

Table 2
PROJECTED SITE-GENERATED TRAFFIC VOLUMES

Type/Size	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Daily Two-Way Trips		
	In	Out	Total	In	Out	Total	In	Out	Total
Luxury Car Dealership (44,500 s.f.)	15	8	23	10	15	25	156	156	312

The subject site previously contained an approximately 30,000 square-foot office building and can contain a similar size building under the existing zoning. To provide a comparison of the traffic to be generated by the proposed luxury dealership and an office building that can occupy the site, the traffic to be generated by a 30,000 square-foot office building was determined based on trip rates provided in the ITE *Trip Generation Manual*. **Table 3** illustrates the traffic to be generated by the proposed luxury dealership and an approximate 30,000 square-foot office building. From the table it can be seen that the proposed luxury dealership will generate less peak hour and daily traffic than an approximate 30,000 square-foot office building and, as such, is a less traffic intense use than the office building.

Table 3
PROJECTED SITE-GENERATED TRAFFIC VOLUMES

Type/Size	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Daily Two-Way Trips		
	In	Out	Total	In	Out	Total	In	Out	Total
Luxury Car Dealership (44,500 s.f.)	15	8	23	10	15	25	156	156	312
Office Building (30,000 s.f.)	52	7	59	10	51	61	203	204	407

4. Projected Traffic Conditions

The total projected traffic volumes include the base traffic volumes, increase in background traffic due to growth, and the traffic estimated to be generated by the proposed luxury dealership.

Dealership Traffic Assignment

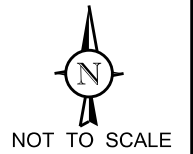
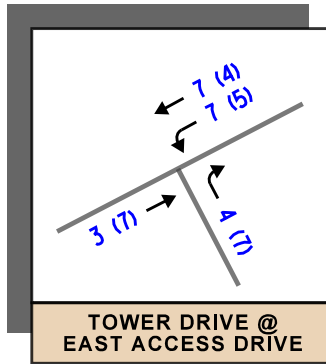
The estimated weekday morning and weekday evening peak hour traffic volumes that will be generated by the proposed luxury dealership were assigned to the roadway system in accordance with the previously described directional distribution (Figure 5). **Figure 6** illustrates the traffic assignment of the total new trips.

Background (No-Build) Traffic Conditions

The base traffic volumes were increased by a regional growth factor to account for the increase in existing traffic related to regional growth in the area (i.e., not attributable to any particular planned development). Based on AADT projections provided by CMAP in a letter dated October 26, 2022, the base traffic volumes are projected to increase by a compound annual growth rate of 0.4 percent per year. As such, traffic volumes were increased by approximately two percent total to represent Year 2028 conditions (one-year buildout plus five years). A copy of the CMAP projections letter is included in the Appendix. The Year 2028 no-build traffic volumes, which include the base traffic volumes increased by the regional growth factor, are illustrated in **Figure 7**.

Total Projected Traffic Volumes

The traffic to be generated by the proposed luxury dealership (Figure 6) was added to the no-build traffic volumes (Figure 7) to determine the Year 2028 total projected traffic volumes, as shown in **Figure 8**.



TOWER DRIVE

SITE

LEGEND

- 00 - AM PEAK HOUR (7:30-8:30 AM)
- (00) - PM PEAK HOUR (4:30-5:30 PM)
- PROPOSED STOP SIGN



SALT CREEK LANE

SPINNING WHEEL ROAD

OGDEN AVENUE

OAK STREET

1 (1)
7 (4)
3 (7)
1 (1)

7 (14)
14 (9)

4 (8)
3 (5)
8 (5)
6 (4)

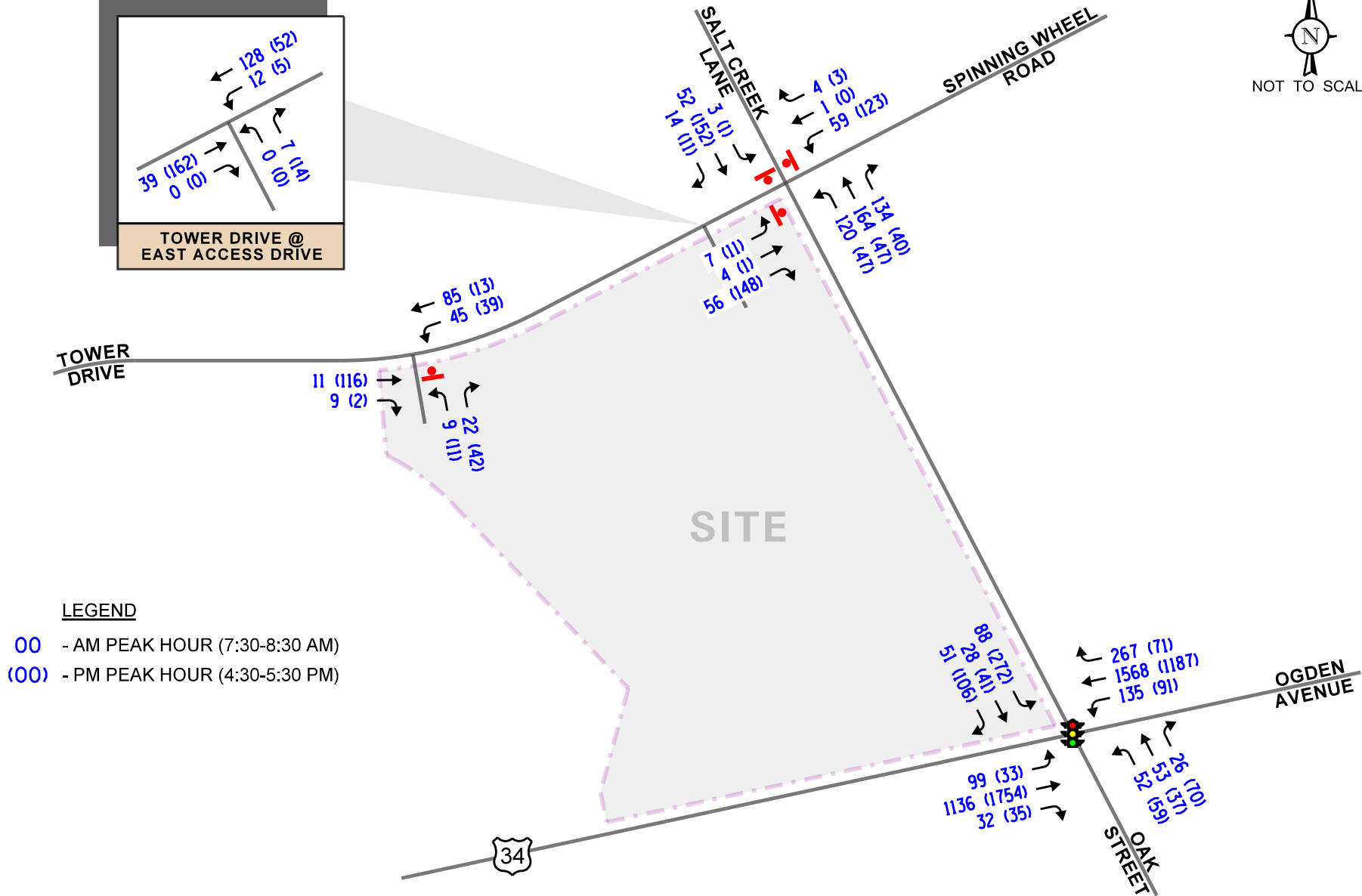
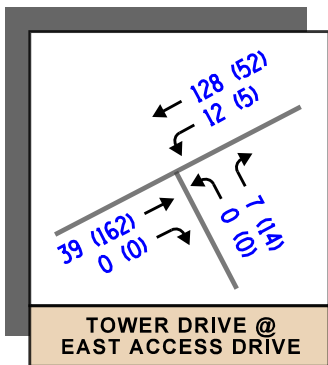
Proposed Salt Creek
Auto Dealership
Hinsdale, Illinois

Site-Generated Traffic Volumes



Job No: 22-336

Figure: 6



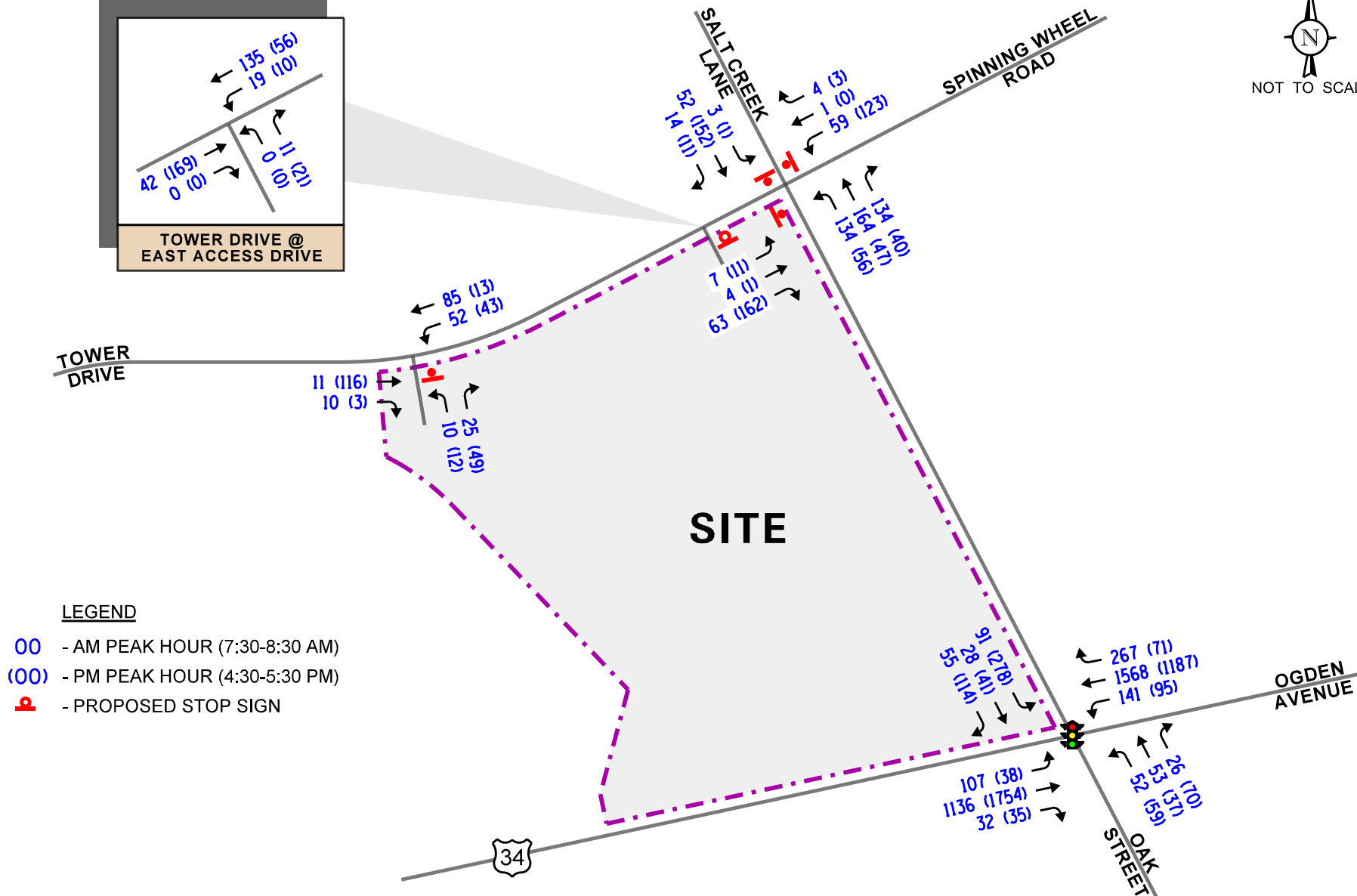
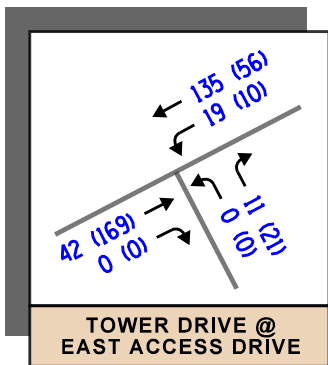
Proposed Salt Creek
Auto Dealership
Hinsdale, Illinois

Year 2028 No-Build Traffic Volumes



Job No: 22-336

Figure: 7



Proposed Salt Creek
Auto Dealership
Hinsdale, Illinois

Year 2028 Total Projected Traffic Volumes



Job No: 22-336

Figure: 8

5. Traffic Analysis and Recommendations

The following provides an evaluation conducted for the weekday morning and weekday evening peak hours. The analysis includes conducting capacity analyses to determine how well the roadway system and access drives are projected to operate and whether any roadway improvements or modifications are required.

Traffic Analyses

Roadway and adjacent or nearby intersection analyses were performed for the weekday morning and weekday evening peak hours for the Year 2022 base, Year 2028 no-build, and Year 2028 total projected traffic volumes.

The traffic analyses were performed using the methodologies outlined in the Transportation Research Board's *Highway Capacity Manual (HCM)*, 6th Edition and analyzed using Synchro/SimTraffic 11 software. The analysis for the traffic-signal controlled intersections were accomplished using actual cycle lengths and phasings to determine the average overall vehicle delay and levels of service.

The analyses for the unsignalized intersections determine the average control delay to vehicles at an intersection. Control delay is the elapsed time from a vehicle joining the queue at a stop sign (includes the time required to decelerate to a stop) until its departure from the stop sign and resumption of free flow speed. The methodology analyzes each intersection approach controlled by a stop sign and considers traffic volumes on all approaches and lane characteristics.

The ability of an intersection to accommodate traffic flow is expressed in terms of level of service, which is assigned a letter from A to F based on the average control delay experienced by vehicles passing through the intersection. The *Highway Capacity Manual* definitions for levels of service and the corresponding control delay for signalized intersections and unsignalized intersections are included in the Appendix of this report.

Summaries of the traffic analysis results showing the level of service and overall intersection delay (measured in seconds) for the base, no-build, and total projected conditions are presented in **Tables 4 through 7**. A discussion of each intersection follows. Summary sheets for the capacity analyses are included in the Appendix.

Table 4

OGDEN AVENUE WITH SALT CREEK LANE/OAK STREET – SIGNALIZED

Year 2022 Base Conditions	Peak Hour	Eastbound		Westbound			Northbound		Southbound		Overall
		L	T/R	L	T	R	L	T/R	L	T/R	
	Weekday Morning	C 29.3	C 20.8	B 13.2	C 24.8	A 8.5	D 37.8	D 53.9	D 39.4	D 52.5	C 23.8
		C – 21.5		C – 21.8			D – 47.5		D – 45.6		
	Weekday Evening	A 8.7	C 33.1	C 33.5	B 17.0	A 6.2	D 39.9	E 58.4	E 69.6	E 59.6	C 31.9
C – 32.7		B – 17.5			D – 51.8		E – 66.1				
Year 2028 No-Build Conditions	Weekday Morning	C 32.4	C 21.0	B 13.6	C 25.3	A 8.4	D 37.8	D 54.0	D 39.5	D 52.6	C 24.2
		C – 21.9		C – 22.2			D – 47.5		D – 45.6		
	Weekday Evening	A 8.7	C 34.6	C 33.5	B 17.2	A 6.2	D 39.9	E 58.4	E 69.6	E 59.6	C 32.6
		C – 34.2		B – 17.7			D – 51.8		E – 66.1		
Year 2028 Projected Conditions	Weekday Morning	C 32.5	C 21.2	B 14.3	C 25.3	A 8.4	D 37.8	D 54.0	D 39.6	D 52.9	C 24.3
		C – 22.1		C – 22.3			D – 47.6		D – 45.9		
	Weekday Evening	A 8.8	D 35.2	D 35.3	B 17.2	A 6.2	D 40.0	E 58.4	E 72.3	E 60.7	C 33.3
		C – 34.7		B – 17.9			D – 51.8		E – 68.1		
Letter denotes Level of Service L – Left Turn R – Right Turn Delay is measured in seconds. T – Through											

Table 5

CAPACITY ANALYSIS RESULTS - BASE CONDITIONS – UNSIGNALIZED

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour	
	LOS	Delay	LOS	Delay
Salt Creek Lane with Tower Drive/Spinning Wheel Road¹				
• Overall	A	9.8	B	10.1
• Eastbound Approach	A	9.1	A	9.9
• Westbound Approach	A	10.0	B	10.7
• Southbound Approach	A	9.0	B	10.8
Tower Drive with West Access Drive²				
• Northbound Approach	A	9.0	A	9.4
• Westbound Left Turn	A	7.3	A	7.5
Tower Drive with East Access Drive²				
• Northbound Approach	A	8.5	A	9.4
• Westbound Left Turn	A	7.3	A	7.6
LOS = Level of Service Delay is measured in seconds.		1 – All-way stop control 2 – Two-way stop control		

Table 6

CAPACITY ANALYSIS RESULTS – NO-BUILD CONDITIONS – UNSIGNALIZED

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour	
	LOS	Delay	LOS	Delay
Salt Creek Lane with Tower Drive/Spinning Wheel Road¹				
• Overall	A	9.8	B	10.1
• Eastbound Approach	A	9.1	A	9.9
• Westbound Approach	A	10.0	B	10.7
• Southbound Approach	A	9.0	B	10.8
Tower Drive with West Access Drive²				
• Northbound Approach	A	9.0	A	9.4
• Westbound Left Turn	A	7.3	A	7.5
Tower Drive with East Access Drive²				
• Northbound Approach	A	8.5	A	9.4
• Westbound Left Turn	A	7.3	A	7.6
LOS = Level of Service Delay is measured in seconds.		1 – All-way stop control 2 – Two-way stop control		

Table 7

CAPACITY ANALYSIS RESULTS - PROJECTED CONDITIONS – UNSIGNALIZED

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour	
	LOS	Delay	LOS	Delay
Salt Creek Lane with Tower Drive/Spinning Wheel Road¹				
• Overall	A	10.0	B	10.4
• Eastbound Approach	A	9.2	B	10.3
• Westbound Approach	B	10.1	B	10.9
• Southbound Approach	A	9.1	B	11.1
Tower Drive with West Access Drive²				
• Northbound Approach	A	9.1	A	9.5
• Westbound Left Turn	A	7.3	A	7.6
Tower Drive with East Access Drive²				
• Northbound Approach	A	8.6	A	9.5
• Westbound Left Turn	A	7.3	A	7.6
LOS = Level of Service Delay is measured in seconds.		1 – All-way stop control 2 – Two-way stop control		

Discussion and Recommendations

The following summarizes how the intersections are projected to operate and identifies any roadway and traffic control improvements necessary to accommodate the traffic to be generated by the proposed luxury dealership.

Ogden Avenue (U.S. Route 34) with Salt Creek Lane and Oak Street

The results of the capacity analysis indicate that the intersection currently operates at an overall Level of Service (LOS) C during the weekday morning and weekday evening peak hours. All the movements currently operate at LOS D or better except a few movements along Salt Creek Lane and Oak Street, which currently operate on the threshold between LOS D/E. This is common and expected when a minor roadway intersects a major roadway, as the major roadway is assigned a majority of the green time.

Under Year 2028 no-build conditions, the intersection is projected to continue to operate at an overall LOS C during the weekday morning and weekday evening peak hours. All the movements are projected to operate at LOS D or better except a few movements along Salt Creek Lane and Oak Street, which are projected to operate at LOS E.

Under Year 2028 total projected conditions, the intersection is projected to continue to operate at an overall LOS C during the weekday morning and weekday evening peak hours. All the movements are projected to operate at LOS D or better except a few movements along Salt Creek Lane and Oak Street, which are projected to continue to operate at LOS E. As such, this intersection has sufficient reserve capacity to accommodate the traffic to be generated by the proposed luxury dealership and no roadway improvements or traffic control modifications are required at this intersection.

Salt Creek Lane with Tower Drive and Spinning Wheel Road

The results of the capacity analysis indicate that the intersection currently operates overall at LOS A during the weekday morning peak hour and at LOS B during the weekday evening peak hour. All the approaches currently operate at LOS B or better during the peak hours. Under Year 2028 no-build conditions, the intersection and its approaches are projected to continue to operate at the current levels of service during both peak hours. Under Year 2028 total projected conditions, the intersection is projected to continue to operate at an overall LOS A during the weekday morning peak hour and LOS B during the weekday evening peak hour. The approaches are projected to continue to operate at LOS B or better during the peak hours. As such, this intersection has sufficient capacity to accommodate traffic estimated to be generated by the proposed luxury dealership and no roadway improvements or traffic control modifications are required.

Tower Drive with Site Access Drives

The results of the capacity analysis indicate that the northbound approaches of both access drives currently operate at LOS A during the weekday morning and weekday evening peak hours. The westbound left-turn movements at both access drives currently operate at LOS A during the peak hours. Under Year 2028 no-build and total projected conditions, the critical approaches and movements at both access drives are projected to continue to operate at LOS A during the weekday morning and weekday evening peak hours. As such, both access drives have sufficient capacity to accommodate traffic estimated to be generated by the proposed dealership and no roadway improvements or traffic control modifications are required.

6. Conclusion

Based on the preceding analyses and recommendations, the following conclusions have been made:

- Access to the dealership will be provided via the two existing full access drives located on Tower Drive serving the site. It should be noted that the west access drive also provides access to the 901 North Elm Street office building. Both access drives provide full access to/from Tower Drive and have one inbound lane and one outbound lane. The outbound lanes are under stop sign control.
- The access drives on Tower Drive will provide flexible and efficient access to and from the site and will be adequate in accommodating site traffic.
- The proposed luxury dealership is estimated to generate less peak hour and daily traffic than an approximate 30,000 square-foot office building that previously occupied the site and a similar size building that could be developed on the site under the existing zoning.
- The roadway system has sufficient reserve capacity to accommodate the traffic projected to be generated by the proposed luxury dealership and no additional roadway improvements or traffic control modifications are required.

Appendix

Traffic Count Summary Sheets

Site Plan

CMAP 2050 Projections Letter

Level of Service Criteria

Capacity Analysis Summary Sheets

Traffic Count Summary Sheets



Kenig Lindgren O'Hara Aboona, Inc.
9575 W. Higgins Rd., Suite 400

Rosemont, Illinois, United States 60018
(847)518-9990 kpachowicz@kloainc.com

Count Name: E Ogden Ave with N Oak St
Site Code:
Start Date: 02/27/2022
Page No: 1

Turning Movement Data

Start Time	E Ogden Ave Eastbound						E Ogden Ave Westbound						N Oak St Northbound						Salt Creek Ln Southbound						Int. Total
	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	
11:30 AM	4	200	4	0	0	208	12	226	7	1	0	246	7	0	9	0	0	16	6	1	7	0	0	14	484
11:45 AM	3	208	7	0	0	218	19	246	3	0	0	268	10	2	8	0	0	20	10	1	3	0	0	14	520
Hourly Total	7	408	11	0	0	426	31	472	10	1	0	514	17	2	17	0	0	36	16	2	10	0	0	28	1004
12:00 PM	4	209	6	0	0	219	16	226	6	0	1	248	8	2	9	0	1	19	7	3	7	0	0	17	503
12:15 PM	6	248	6	0	0	260	15	231	6	0	0	252	6	2	9	0	0	17	6	2	3	0	0	11	540
12:30 PM	3	228	5	0	0	236	16	239	8	0	1	263	10	2	4	0	0	16	9	2	3	0	0	14	529
12:45 PM	8	210	3	0	0	221	16	237	6	0	0	259	8	0	10	0	0	18	6	0	6	0	0	12	510
Hourly Total	21	895	20	0	0	936	63	933	26	0	2	1022	32	6	32	0	1	70	28	7	19	0	0	54	2082
1:00 PM	5	225	6	0	0	236	19	226	6	0	0	251	8	0	6	0	0	14	11	5	12	0	0	28	529
1:15 PM	3	235	4	0	0	242	25	228	11	0	0	264	12	1	11	0	0	24	5	1	6	0	0	12	542
1:30 PM	2	206	4	0	0	212	13	216	4	0	2	233	15	1	10	0	0	26	6	2	10	0	0	18	489
1:45 PM	7	209	7	0	0	223	12	220	5	0	0	237	8	1	9	0	2	18	4	2	8	0	0	14	492
Hourly Total	17	875	21	0	0	913	69	890	26	0	2	985	43	3	36	0	2	82	26	10	36	0	0	72	2052
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7:00 AM	15	179	2	0	0	196	22	250	40	0	0	312	7	4	7	0	0	18	9	1	5	0	0	15	541
7:15 AM	25	212	3	0	0	240	22	285	48	0	0	355	11	8	4	0	0	23	17	3	4	0	0	24	642
7:30 AM	24	245	3	0	0	272	31	299	52	0	1	382	12	9	6	0	0	27	20	5	7	0	0	32	713
7:45 AM	29	258	11	0	0	298	42	314	60	0	1	416	11	11	9	0	0	31	19	8	10	0	0	37	782
Hourly Total	93	894	19	0	0	1006	117	1148	200	0	2	1465	41	32	26	0	0	99	65	17	26	0	0	108	2678
8:00 AM	23	199	8	0	0	230	26	331	69	0	0	426	18	16	3	0	0	37	30	6	19	0	0	55	748
8:15 AM	23	226	10	0	0	259	36	337	86	0	1	459	11	17	8	0	0	36	19	9	15	0	0	43	797
8:30 AM	25	199	4	0	0	228	27	315	59	0	0	401	13	12	11	0	0	36	25	4	13	0	0	42	707
8:45 AM	26	177	12	0	3	215	27	353	64	0	0	444	11	12	8	0	0	31	23	8	9	0	0	40	730
Hourly Total	97	801	34	0	3	932	116	1336	278	0	1	1730	53	57	30	0	0	140	97	27	56	0	0	180	2982
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
11:00 AM	24	200	10	0	0	234	25	215	22	0	0	262	15	5	11	0	0	31	25	7	33	1	0	66	593
11:15 AM	15	218	13	0	0	246	21	242	31	0	0	294	14	3	14	0	0	31	31	2	37	0	0	70	641
11:30 AM	19	212	10	0	0	241	19	223	38	0	0	280	24	6	16	0	0	46	31	4	30	0	0	65	632
11:45 AM	20	218	10	0	0	248	28	240	20	0	0	288	16	11	15	0	0	42	39	6	28	0	0	73	651
Hourly Total	78	848	43	0	0	969	93	920	111	0	0	1124	69	25	56	0	0	150	126	19	128	1	0	274	2517
12:00 PM	18	212	12	0	0	242	21	201	19	0	1	241	13	5	16	0	1	34	31	6	33	0	0	70	587
12:15 PM	25	187	18	0	0	230	26	228	25	0	1	279	19	5	12	0	1	36	36	5	33	0	0	74	619
12:30 PM	18	203	19	0	1	240	22	200	38	0	0	260	16	9	18	0	0	43	25	10	33	0	0	68	611
12:45 PM	39	212	16	0	1	267	27	228	42	0	0	297	22	6	17	0	1	45	27	4	15	0	0	46	655
Hourly Total	100	814	65	0	2	979	96	857	124	0	2	1077	70	25	63	0	3	158	119	25	114	0	0	258	2472

*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
4:00 PM	8	358	9	0	0	375	19	239	28	0	0	286	18	8	19	0	1	45	74	11	26	0	0	111	817
4:15 PM	14	376	11	0	0	401	15	227	16	0	0	258	24	4	18	0	0	46	47	9	24	0	0	80	785
4:30 PM	9	322	6	0	0	337	26	235	24	0	0	285	14	9	21	0	1	44	70	10	35	0	0	115	781
4:45 PM	10	359	8	0	0	377	23	251	20	0	0	294	16	6	15	0	0	37	55	10	23	0	0	88	796
Hourly Total	41	1415	34	0	0	1490	83	952	88	0	0	1123	72	27	73	0	2	172	246	40	108	0	0	394	3179
5:00 PM	6	376	9	0	2	391	19	229	14	0	0	262	14	13	10	0	0	37	96	15	31	0	0	142	832
5:15 PM	8	376	12	0	1	396	23	255	13	0	2	291	15	9	24	0	0	48	51	6	17	0	0	74	809
5:30 PM	8	353	7	0	0	368	18	241	13	0	0	272	19	1	18	0	0	38	40	12	10	0	0	62	740
5:45 PM	10	296	10	0	0	316	26	241	18	0	0	285	15	6	9	0	0	30	36	6	15	0	0	57	688
Hourly Total	32	1401	38	0	3	1471	86	966	58	0	2	1110	63	29	61	0	0	153	223	39	73	0	0	335	3069
6:00 PM	1	344	13	0	0	358	31	217	13	0	0	261	22	1	23	0	1	46	33	2	14	0	0	49	714
6:15 PM	7	247	7	0	0	261	36	196	8	0	0	240	15	4	8	0	0	27	21	3	8	0	0	32	560
6:30 PM	6	241	4	1	0	252	31	209	9	0	0	249	9	0	8	0	0	17	22	4	8	0	0	34	552
6:45 PM	4	184	1	0	0	189	14	152	7	0	1	173	5	4	9	0	0	18	10	4	7	0	0	21	401
Hourly Total	18	1016	25	1	0	1060	112	774	37	0	1	923	51	9	48	0	1	108	86	13	37	0	0	136	2227
Grand Total	504	9367	310	1	8	10182	866	9248	958	1	12	11073	511	215	442	0	9	1168	1032	199	607	1	0	1839	24262
Approach %	4.9	92.0	3.0	0.0	-	-	7.8	83.5	8.7	0.0	-	-	43.8	18.4	37.8	0.0	-	-	56.1	10.8	33.0	0.1	-	-	-
Total %	2.1	38.6	1.3	0.0	-	42.0	3.6	38.1	3.9	0.0	-	45.6	2.1	0.9	1.8	0.0	-	4.8	4.3	0.8	2.5	0.0	-	7.6	-
Lights	497	9182	307	1	-	9987	859	9085	951	1	-	10896	504	214	441	0	-	1159	1023	196	598	1	-	1818	23860
% Lights	98.6	98.0	99.0	100.0	-	98.1	99.2	98.2	99.3	100.0	-	98.4	98.6	99.5	99.8	-	-	99.2	99.1	98.5	98.5	100.0	-	98.9	98.3
Buses	2	9	0	0	-	11	0	8	0	0	-	8	3	0	0	0	-	3	1	0	4	0	-	5	27
% Buses	0.4	0.1	0.0	0.0	-	0.1	0.0	0.1	0.0	0.0	-	0.1	0.6	0.0	0.0	-	-	0.3	0.1	0.0	0.7	0.0	-	0.3	0.1
Single-Unit Trucks	4	110	3	0	-	117	7	93	6	0	-	106	4	1	1	0	-	6	6	3	4	0	-	13	242
% Single-Unit Trucks	0.8	1.2	1.0	0.0	-	1.1	0.8	1.0	0.6	0.0	-	1.0	0.8	0.5	0.2	-	-	0.5	0.6	1.5	0.7	0.0	-	0.7	1.0
Articulated Trucks	1	66	0	0	-	67	0	61	1	0	-	62	0	0	0	0	-	0	2	0	1	0	-	3	132
% Articulated Trucks	0.2	0.7	0.0	0.0	-	0.7	0.0	0.7	0.1	0.0	-	0.6	0.0	0.0	0.0	-	-	0.0	0.2	0.0	0.2	0.0	-	0.2	0.5
Bicycles on Road	0	0	0	0	-	0	0	1	0	0	-	1	0	0	0	0	-	0	0	0	0	0	-	0	1
% Bicycles on Road	0.0	0.0	0.0	0.0	-	0.0	0.0	0.0	0.0	0.0	-	0.0	0.0	0.0	0.0	-	-	0.0	0.0	0.0	0.0	0.0	-	0.0	0.0
Pedestrians	-	-	-	-	8	-	-	-	-	-	12	-	-	-	-	-	9	-	-	-	-	-	0	-	-
% Pedestrians	-	-	-	-	100.0	-	-	-	-	-	100.0	-	-	-	-	-	100.0	-	-	-	-	-	-	-	-

[illegible]



Kenig Lindgren O'Hara Aboona, Inc.
9575 W. Higgins Rd., Suite 400

Rosemont, Illinois, United States 60018
(847)518-9990 kpachowicz@kloainc.com

Count Name: E Ogden Ave with N Oak St
Site Code:
Start Date: 02/27/2022
Page No: 4

Turning Movement Peak Hour Data (4:30 PM)

Start Time	E Ogden Ave Eastbound						E Ogden Ave Westbound						N Oak St Northbound						Salt Creek Ln Southbound						Int. Total
	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	
4:30 PM	9	322	6	0	0	337	26	235	24	0	0	285	14	9	21	0	1	44	70	10	35	0	0	115	781
4:45 PM	10	359	8	0	0	377	23	251	20	0	0	294	16	6	15	0	0	37	55	10	23	0	0	88	796
5:00 PM	6	376	9	0	2	391	19	229	14	0	0	262	14	13	10	0	0	37	96	15	31	0	0	142	832
5:15 PM	8	376	12	0	1	396	23	255	13	0	2	291	15	9	24	0	0	48	51	6	17	0	0	74	809
Total	33	1433	35	0	3	1501	91	970	71	0	2	1132	59	37	70	0	1	166	272	41	106	0	0	419	3218
Approach %	2.2	95.5	2.3	0.0	-	-	8.0	85.7	6.3	0.0	-	-	35.5	22.3	42.2	0.0	-	-	64.9	9.8	25.3	0.0	-	-	-
Total %	1.0	44.5	1.1	0.0	-	46.6	2.8	30.1	2.2	0.0	-	35.2	1.8	1.1	2.2	0.0	-	5.2	8.5	1.3	3.3	0.0	-	13.0	-
PHF	0.825	0.953	0.729	0.000	-	0.948	0.875	0.951	0.740	0.000	-	0.963	0.922	0.712	0.729	0.000	-	0.865	0.708	0.683	0.757	0.000	-	0.738	0.967
Lights	33	1417	34	0	-	1484	91	958	70	0	-	1119	59	37	70	0	-	166	270	41	106	0	-	417	3186
% Lights	100.0	98.9	97.1	-	-	98.9	100.0	98.8	98.6	-	-	98.9	100.0	100.0	100.0	-	-	100.0	99.3	100.0	100.0	-	-	99.5	99.0
Buses	0	1	0	0	-	1	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	1
% Buses	0.0	0.1	0.0	-	-	0.1	0.0	0.0	0.0	-	-	0.0	0.0	0.0	0.0	-	-	0.0	0.0	0.0	0.0	-	-	0.0	0.0
Single-Unit Trucks	0	8	1	0	-	9	0	5	1	0	-	6	0	0	0	0	-	0	1	0	0	0	-	1	16
% Single-Unit Trucks	0.0	0.6	2.9	-	-	0.6	0.0	0.5	1.4	-	-	0.5	0.0	0.0	0.0	-	-	0.0	0.4	0.0	0.0	-	-	0.2	0.5
Articulated Trucks	0	7	0	0	-	7	0	7	0	0	-	7	0	0	0	0	-	0	1	0	0	0	-	1	15
% Articulated Trucks	0.0	0.5	0.0	-	-	0.5	0.0	0.7	0.0	-	-	0.6	0.0	0.0	0.0	-	-	0.0	0.4	0.0	0.0	-	-	0.2	0.5
Bicycles on Road	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0
% Bicycles on Road	0.0	0.0	0.0	-	-	0.0	0.0	0.0	0.0	-	-	0.0	0.0	0.0	0.0	-	-	0.0	0.0	0.0	0.0	-	-	0.0	0.0
Pedestrians	-	-	-	-	3	-	-	-	-	-	2	-	-	-	-	-	1	-	-	-	-	-	0	-	-
% Pedestrians	-	-	-	-	100.0	-	-	-	-	-	100.0	-	-	-	-	-	100.0	-	-	-	-	-	-	-	-



Kenig Lindgren O'Hara Aboona, Inc.
9575 W. Higgins Rd., Suite 400

Rosemont, Illinois, United States 60018
(847)518-9990 kpachowicz@kloainc.com

Count Name: Salt Creek Ln with Spinning wheel
Rd
Site Code:
Start Date: 02/27/2022
Page No: 1

Turning Movement Data

Start Time	Tower Dr Eastbound						Spinning Wheel Rd Westbound						Salt Creek Ln Northbound				Salt Creek Ln Southbound						Int. Total
	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	
11:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7:00 AM	1	0	3	0	0	4	10	1	0	0	0	11	8	13	26	47	2	8	0	0	0	10	72
7:15 AM	1	1	8	0	0	10	8	0	1	0	0	9	25	32	38	95	0	5	3	0	0	8	122
7:30 AM	3	1	6	0	0	10	16	0	1	0	1	17	28	24	31	83	0	3	2	0	0	5	115
7:45 AM	3	0	16	0	1	19	17	0	1	0	1	18	22	44	43	109	0	15	6	0	0	21	167
Hourly Total	8	2	33	0	1	43	51	1	3	0	2	55	83	113	138	334	2	31	11	0	0	44	476
8:00 AM	0	3	18	0	0	21	12	1	0	0	0	13	30	52	25	107	0	16	5	0	0	21	162
8:15 AM	1	0	16	0	0	17	14	0	2	0	1	16	40	44	35	119	3	18	1	0	0	22	174
8:30 AM	2	1	11	0	0	14	13	1	0	0	0	14	28	37	35	100	0	19	6	0	2	25	153
8:45 AM	2	1	12	0	1	15	12	0	2	0	0	14	30	37	31	98	1	11	3	0	0	15	142
Hourly Total	5	5	57	0	1	67	51	2	4	0	1	57	128	170	126	424	4	64	15	0	2	83	631
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
11:00 AM	1	0	11	0	0	12	26	1	0	0	0	27	5	21	19	45	1	34	2	0	0	37	121
11:15 AM	3	1	11	0	0	15	27	1	2	0	0	30	9	30	15	54	1	32	3	0	0	36	135
11:30 AM	1	0	10	0	1	11	17	1	1	0	0	19	9	33	18	60	2	38	0	0	0	40	130
11:45 AM	2	0	18	0	0	20	27	1	1	0	1	29	9	23	13	45	1	27	3	0	0	31	125
Hourly Total	7	1	50	0	1	58	97	4	4	0	1	105	32	107	65	204	5	131	8	0	0	144	511
12:00 PM	6	3	8	0	0	17	25	1	0	0	1	26	11	19	15	45	2	40	0	0	0	42	130
12:15 PM	4	1	16	0	0	21	23	1	0	0	0	24	7	27	24	58	1	32	2	0	1	35	138
12:30 PM	1	0	6	0	3	7	23	0	1	0	0	24	14	29	24	67	0	31	4	0	0	35	133
12:45 PM	4	2	14	0	2	20	16	0	0	0	1	16	16	34	33	83	1	19	5	0	0	25	144
Hourly Total	15	6	44	0	5	65	87	2	1	0	2	90	48	109	96	253	4	122	11	0	1	137	545

*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
4:00 PM	1	0	38	0	0	39	26	0	0	0	0	26	9	16	18	43	1	36	2	0	0	39	147
4:15 PM	2	1	19	0	0	22	23	0	0	0	0	23	6	14	16	36	0	37	2	0	0	39	120
4:30 PM	1	0	38	0	0	39	42	0	1	0	0	43	14	10	14	38	1	43	0	0	0	44	164
4:45 PM	3	0	35	0	0	38	30	0	0	0	0	30	8	21	9	38	0	36	3	0	0	39	145
Hourly Total	7	1	130	0	0	138	121	0	1	0	0	122	37	61	57	155	2	152	7	0	0	161	576
5:00 PM	5	0	44	0	0	49	30	0	2	0	2	32	12	13	8	33	0	46	4	0	0	50	164
5:15 PM	2	1	31	0	3	34	21	0	0	0	0	21	13	3	9	25	0	27	4	0	0	31	111
5:30 PM	1	0	25	0	2	26	15	0	0	0	0	15	7	11	14	32	0	24	2	0	0	26	99
5:45 PM	1	0	19	0	2	20	11	0	2	0	0	13	6	6	13	25	0	20	1	0	0	21	79
Hourly Total	9	1	119	0	7	129	77	0	4	0	2	81	38	33	44	115	0	117	11	0	0	128	453
6:00 PM	1	0	7	0	0	8	13	0	0	0	0	13	0	6	9	15	1	19	1	0	0	21	57
6:15 PM	0	0	8	0	0	8	10	0	2	0	0	12	0	10	11	21	1	15	1	0	0	17	58
6:30 PM	0	0	4	0	0	4	17	0	1	0	0	18	1	9	6	16	2	8	0	0	0	10	48
6:45 PM	0	0	4	0	0	4	8	0	0	0	2	8	0	10	3	13	0	13	0	0	0	13	38
Hourly Total	1	0	23	0	0	24	48	0	3	0	2	51	1	35	29	65	4	55	2	0	0	61	201
Grand Total	52	16	456	0	15	524	532	9	20	0	10	561	367	628	555	1550	21	672	65	0	3	758	3393
Approach %	9.9	3.1	87.0	0.0	-	-	94.8	1.6	3.6	0.0	-	-	23.7	40.5	35.8	-	2.8	88.7	8.6	0.0	-	-	-
Total %	1.5	0.5	13.4	0.0	-	15.4	15.7	0.3	0.6	0.0	-	16.5	10.8	18.5	16.4	45.7	0.6	19.8	1.9	0.0	-	22.3	-
Lights	51	16	450	0	-	517	523	9	19	0	-	551	367	623	547	1537	20	666	63	0	-	749	3354
% Lights	98.1	100.0	98.7	-	-	98.7	98.3	100.0	95.0	-	-	98.2	100.0	99.2	98.6	99.2	95.2	99.1	96.9	-	-	98.8	98.9
Buses	0	0	3	0	-	3	1	0	1	0	-	2	0	1	2	3	0	2	0	0	-	2	10
% Buses	0.0	0.0	0.7	-	-	0.6	0.2	0.0	5.0	-	-	0.4	0.0	0.2	0.4	0.2	0.0	0.3	0.0	-	-	0.3	0.3
Single-Unit Trucks	1	0	3	0	-	4	5	0	0	0	-	5	0	3	4	7	1	4	2	0	-	7	23
% Single-Unit Trucks	1.9	0.0	0.7	-	-	0.8	0.9	0.0	0.0	-	-	0.9	0.0	0.5	0.7	0.5	4.8	0.6	3.1	-	-	0.9	0.7
Articulated Trucks	0	0	0	0	-	0	3	0	0	0	-	3	0	0	2	2	0	0	0	0	-	0	5
% Articulated Trucks	0.0	0.0	0.0	-	-	0.0	0.6	0.0	0.0	-	-	0.5	0.0	0.0	0.4	0.1	0.0	0.0	0.0	-	-	0.0	0.1
Bicycles on Road	0	0	0	0	-	0	0	0	0	0	-	0	0	1	0	1	0	0	0	0	-	0	1
% Bicycles on Road	0.0	0.0	0.0	-	-	0.0	0.0	0.0	0.0	-	-	0.0	0.0	0.2	0.0	0.1	0.0	0.0	0.0	-	-	0.0	0.0
Pedestrians	-	-	-	-	15	-	-	-	-	-	10	-	-	-	-	-	-	-	-	-	3	-	-
% Pedestrians	-	-	-	-	100.0	-	-	-	-	-	100.0	-	-	-	-	-	-	-	-	-	100.0	-	-

[illegible]

[illegible]



Kenig Lindgren O'Hara Aboona, Inc.
9575 W. Higgins Rd., Suite 400

Rosemont, Illinois, United States 60018
(847)518-9990 kpachowicz@kloainc.com

Count Name: Tower Dr with West Access Drive
Site Code:
Start Date: 10/26/2022
Page No: 1

Turning Movement Data

Start Time	Tower Dr Eastbound					Tower Dr Westbound					Lot Access Northbound					Int. Total
	U-Turn	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Peds	App. Total	U-Turn	Left	Right	Peds	App. Total	
7:00 AM	0	1	0	0	1	0	0	4	0	4	0	0	2	0	2	7
7:15 AM	0	2	3	0	5	0	2	8	0	10	0	3	0	0	3	18
7:30 AM	0	0	2	0	2	0	15	16	1	31	0	2	6	0	8	41
7:45 AM	0	0	2	0	2	0	12	22	0	34	0	0	3	0	3	39
Hourly Total	0	3	7	0	10	0	29	50	1	79	0	5	11	0	16	105
8:00 AM	0	5	4	0	9	0	7	15	0	22	0	5	8	0	13	44
8:15 AM	0	6	1	5	7	0	11	32	0	43	0	2	5	0	7	57
8:30 AM	0	5	2	0	7	0	12	14	0	26	0	2	7	0	9	42
8:45 AM	0	10	0	0	10	0	7	18	0	25	0	3	4	0	7	42
Hourly Total	0	26	7	5	33	0	37	79	0	116	0	12	24	0	36	185
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4:00 PM	0	23	0	0	23	0	6	2	0	8	0	0	9	0	9	40
4:15 PM	0	33	1	0	34	0	6	3	0	9	0	1	5	0	6	49
4:30 PM	0	47	0	0	47	0	7	3	0	10	0	2	6	0	8	65
4:45 PM	0	21	0	0	21	0	9	6	0	15	0	5	14	0	19	55
Hourly Total	0	124	1	0	125	0	28	14	0	42	0	8	34	0	42	209
5:00 PM	0	32	2	0	34	0	13	0	0	13	0	1	7	0	8	55
5:15 PM	0	16	0	0	16	0	10	4	0	14	0	3	15	0	18	48
5:30 PM	0	13	0	0	13	0	5	1	0	6	0	3	8	0	11	30
5:45 PM	0	6	0	0	6	0	0	3	0	3	0	0	9	0	9	18
Hourly Total	0	67	2	0	69	0	28	8	0	36	0	7	39	0	46	151
Grand Total	0	220	17	5	237	0	122	151	1	273	0	32	108	0	140	650
Approach %	0.0	92.8	7.2	-	-	0.0	44.7	55.3	-	-	0.0	22.9	77.1	-	-	-
Total %	0.0	33.8	2.6	-	36.5	0.0	18.8	23.2	-	42.0	0.0	4.9	16.6	-	21.5	-
Lights	0	218	17	-	235	0	122	150	-	272	0	32	107	-	139	646
% Lights	-	99.1	100.0	-	99.2	-	100.0	99.3	-	99.6	-	100.0	99.1	-	99.3	99.4
Buses	0	1	0	-	1	0	0	1	-	1	0	0	0	-	0	2
% Buses	-	0.5	0.0	-	0.4	-	0.0	0.7	-	0.4	-	0.0	0.0	-	0.0	0.3
Single-Unit Trucks	0	1	0	-	1	0	0	0	-	0	0	0	1	-	1	2
% Single-Unit Trucks	-	0.5	0.0	-	0.4	-	0.0	0.0	-	0.0	-	0.0	0.9	-	0.7	0.3
Articulated Trucks	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0
% Articulated Trucks	-	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0	0.0
Bicycles on Road	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0
% Bicycles on Road	-	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0	0.0
Pedestrians	-	-	-	5	-	-	-	-	1	-	-	-	-	0	-	-
% Pedestrians	-	-	-	100.0	-	-	-	-	100.0	-	-	-	-	-	-	-



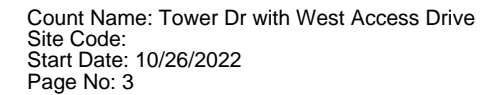
Kenig Lindgren O'Hara Aboona, Inc.
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Rosemont, Illinois, United States 60018
(847)518-9990 kpachowicz@kloainc.com

Count Name: Tower Dr with West Access Drive
Site Code:
Start Date: 10/26/2022
Page No: 2

Turning Movement Peak Hour Data (7:30 AM)

Start Time	Tower Dr Eastbound					Tower Dr Westbound					Lot Access Northbound					Int. Total
	U-Turn	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Peds	App. Total	U-Turn	Left	Right	Peds	App. Total	
7:30 AM	0	0	2	0	2	0	15	16	1	31	0	2	6	0	8	41
7:45 AM	0	0	2	0	2	0	12	22	0	34	0	0	3	0	3	39
8:00 AM	0	5	4	0	9	0	7	15	0	22	0	5	8	0	13	44
8:15 AM	0	6	1	5	7	0	11	32	0	43	0	2	5	0	7	57
Total	0	11	9	5	20	0	45	85	1	130	0	9	22	0	31	181
Approach %	0.0	55.0	45.0	-	-	0.0	34.6	65.4	-	-	0.0	29.0	71.0	-	-	-
Total %	0.0	6.1	5.0	-	11.0	0.0	24.9	47.0	-	71.8	0.0	5.0	12.2	-	17.1	-
PHF	0.000	0.458	0.563	-	0.556	0.000	0.750	0.664	-	0.756	0.000	0.450	0.688	-	0.596	0.794
Lights	0	9	9	-	18	0	45	84	-	129	0	9	22	-	31	178
% Lights	-	81.8	100.0	-	90.0	-	100.0	98.8	-	99.2	-	100.0	100.0	-	100.0	98.3
Buses	0	1	0	-	1	0	0	1	-	1	0	0	0	-	0	2
% Buses	-	9.1	0.0	-	5.0	-	0.0	1.2	-	0.8	-	0.0	0.0	-	0.0	1.1
Single-Unit Trucks	0	1	0	-	1	0	0	0	-	0	0	0	0	-	0	1
% Single-Unit Trucks	-	9.1	0.0	-	5.0	-	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0	0.6
Articulated Trucks	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0
% Articulated Trucks	-	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0	0.0
Bicycles on Road	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0
% Bicycles on Road	-	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0	0.0
Pedestrians	-	-	-	5	-	-	-	-	1	-	-	-	-	0	-	-
% Pedestrians	-	-	-	100.0	-	-	-	-	100.0	-	-	-	-	-	-	-





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Start Date: 10/26/2022
Page No: 1

Turning Movement Data

Start Time	Tower Dr Eastbound					Tower Dr Westbound					Lot Access Northbound					Int. Total
	U-Turn	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Peds	App. Total	U-Turn	Left	Right	Peds	App. Total	
7:00 AM	0	3	0	0	3	0	0	4	0	4	0	0	0	0	0	7
7:15 AM	0	2	0	0	2	0	5	10	0	15	0	0	0	0	0	17
7:30 AM	0	7	0	0	7	0	0	28	0	28	0	0	3	0	3	38
7:45 AM	0	7	0	0	7	0	4	35	0	39	0	0	4	0	4	50
Hourly Total	0	19	0	0	19	0	9	77	0	86	0	0	7	0	7	112
8:00 AM	0	14	0	0	14	0	4	24	0	28	0	0	0	0	0	42
8:15 AM	0	11	0	0	11	0	4	41	0	45	0	0	0	1	0	56
8:30 AM	0	10	0	0	10	0	1	24	0	25	0	0	8	2	8	43
8:45 AM	0	11	0	0	11	0	1	27	0	28	0	1	4	0	5	44
Hourly Total	0	46	0	0	46	0	10	116	0	126	0	1	12	3	13	185
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4:00 PM	0	33	0	0	33	0	0	8	0	8	0	0	0	0	0	41
4:15 PM	0	36	0	0	36	0	0	8	1	8	0	0	2	1	2	46
4:30 PM	0	56	0	0	56	0	1	11	0	12	0	0	5	0	5	73
4:45 PM	0	33	0	0	33	0	1	12	0	13	0	0	1	0	1	47
Hourly Total	0	158	0	0	158	0	2	39	1	41	0	0	8	1	8	207
5:00 PM	0	42	0	0	42	0	1	16	1	17	0	0	3	1	3	62
5:15 PM	0	31	0	0	31	0	2	13	1	15	0	0	5	0	5	51
5:30 PM	0	19	0	0	19	0	1	7	1	8	0	0	3	0	3	30
5:45 PM	0	17	0	0	17	0	1	3	0	4	0	0	0	0	0	21
Hourly Total	0	109	0	0	109	0	5	39	3	44	0	0	11	1	11	164
Grand Total	0	332	0	0	332	0	26	271	4	297	0	1	38	5	39	668
Approach %	0.0	100.0	0.0	-	-	0.0	8.8	91.2	-	-	0.0	2.6	97.4	-	-	-
Total %	0.0	49.7	0.0	-	49.7	0.0	3.9	40.6	-	44.5	0.0	0.1	5.7	-	5.8	-
Lights	0	329	0	-	329	0	24	270	-	294	0	1	37	-	38	661
% Lights	-	99.1	-	-	99.1	-	92.3	99.6	-	99.0	-	100.0	97.4	-	97.4	99.0
Buses	0	1	0	-	1	0	1	1	-	2	0	0	0	-	0	3
% Buses	-	0.3	-	-	0.3	-	3.8	0.4	-	0.7	-	0.0	0.0	-	0.0	0.4
Single-Unit Trucks	0	2	0	-	2	0	1	0	-	1	0	0	1	-	1	4
% Single-Unit Trucks	-	0.6	-	-	0.6	-	3.8	0.0	-	0.3	-	0.0	2.6	-	2.6	0.6
Articulated Trucks	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0
% Articulated Trucks	-	0.0	-	-	0.0	-	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0	0.0
Bicycles on Road	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0
% Bicycles on Road	-	0.0	-	-	0.0	-	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0	0.0
Pedestrians	-	-	-	0	-	-	-	-	4	-	-	-	-	5	-	-
% Pedestrians	-	-	-	-	-	-	-	-	100.0	-	-	-	-	100.0	-	-



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Count Name: Tower Dr with East Access Drive
Site Code:
Start Date: 10/26/2022
Page No: 2

Turning Movement Peak Hour Data (7:30 AM)

Start Time	Tower Dr Eastbound					Tower Dr Westbound					Lot Access Northbound					Int. Total
	U-Turn	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Peds	App. Total	U-Turn	Left	Right	Peds	App. Total	
7:30 AM	0	7	0	0	7	0	0	28	0	28	0	0	3	0	3	38
7:45 AM	0	7	0	0	7	0	4	35	0	39	0	0	4	0	4	50
8:00 AM	0	14	0	0	14	0	4	24	0	28	0	0	0	0	0	42
8:15 AM	0	11	0	0	11	0	4	41	0	45	0	0	0	1	0	56
Total	0	39	0	0	39	0	12	128	0	140	0	0	7	1	7	186
Approach %	0.0	100.0	0.0	-	-	0.0	8.6	91.4	-	-	0.0	0.0	100.0	-	-	-
Total %	0.0	21.0	0.0	-	21.0	0.0	6.5	68.8	-	75.3	0.0	0.0	3.8	-	3.8	-
PHF	0.000	0.696	0.000	-	0.696	0.000	0.750	0.780	-	0.778	0.000	0.000	0.438	-	0.438	0.830
Lights	0	37	0	-	37	0	11	127	-	138	0	0	6	-	6	181
% Lights	-	94.9	-	-	94.9	-	91.7	99.2	-	98.6	-	-	85.7	-	85.7	97.3
Buses	0	1	0	-	1	0	1	1	-	2	0	0	0	-	0	3
% Buses	-	2.6	-	-	2.6	-	8.3	0.8	-	1.4	-	-	0.0	-	0.0	1.6
Single-Unit Trucks	0	1	0	-	1	0	0	0	-	0	0	0	1	-	1	2
% Single-Unit Trucks	-	2.6	-	-	2.6	-	0.0	0.0	-	0.0	-	-	14.3	-	14.3	1.1
Articulated Trucks	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0
% Articulated Trucks	-	0.0	-	-	0.0	-	0.0	0.0	-	0.0	-	-	0.0	-	0.0	0.0
Bicycles on Road	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0
% Bicycles on Road	-	0.0	-	-	0.0	-	0.0	0.0	-	0.0	-	-	0.0	-	0.0	0.0
Pedestrians	-	-	-	0	-	-	-	-	0	-	-	-	-	1	-	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	100.0	-	-



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Site Code:
Start Date: 10/26/2022
Page No: 3

Turning Movement Peak Hour Data (4:30 PM)

Start Time	Tower Dr Eastbound					Tower Dr Westbound					Lot Access Northbound					Int. Total
	U-Turn	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Peds	App. Total	U-Turn	Left	Right	Peds	App. Total	
4:30 PM	0	56	0	0	56	0	1	11	0	12	0	0	5	0	5	73
4:45 PM	0	33	0	0	33	0	1	12	0	13	0	0	1	0	1	47
5:00 PM	0	42	0	0	42	0	1	16	1	17	0	0	3	1	3	62
5:15 PM	0	31	0	0	31	0	2	13	1	15	0	0	5	0	5	51
Total	0	162	0	0	162	0	5	52	2	57	0	0	14	1	14	233
Approach %	0.0	100.0	0.0	-	-	0.0	8.8	91.2	-	-	0.0	0.0	100.0	-	-	-
Total %	0.0	69.5	0.0	-	69.5	0.0	2.1	22.3	-	24.5	0.0	0.0	6.0	-	6.0	-
PHF	0.000	0.723	0.000	-	0.723	0.000	0.625	0.813	-	0.838	0.000	0.000	0.700	-	0.700	0.798
Lights	0	162	0	-	162	0	5	52	-	57	0	0	14	-	14	233
% Lights	-	100.0	-	-	100.0	-	100.0	100.0	-	100.0	-	-	100.0	-	100.0	100.0
Buses	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0
% Buses	-	0.0	-	-	0.0	-	0.0	0.0	-	0.0	-	-	0.0	-	0.0	0.0
Single-Unit Trucks	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0
% Single-Unit Trucks	-	0.0	-	-	0.0	-	0.0	0.0	-	0.0	-	-	0.0	-	0.0	0.0
Articulated Trucks	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0
% Articulated Trucks	-	0.0	-	-	0.0	-	0.0	0.0	-	0.0	-	-	0.0	-	0.0	0.0
Bicycles on Road	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0
% Bicycles on Road	-	0.0	-	-	0.0	-	0.0	0.0	-	0.0	-	-	0.0	-	0.0	0.0
Pedestrians	-	-	-	0	-	-	-	-	2	-	-	-	-	1	-	-
% Pedestrians	-	-	-	-	-	-	-	-	100.0	-	-	-	-	100.0	-	-

Site Plan

CMAP 2050 Projections Letter



Chicago Metropolitan
Agency for Planning

433 West Van Buren Street
Suite 450
Chicago, IL 60607

312-454-0400
cmap.illinois.gov

October 26, 2022

Kelly Pachowicz
Consultant
Kenig, Lindgren, O'Hara and Aboona, Inc.
9575 West Higgins Road
Suite 400
Rosemont, IL 60018

Subject: Ogden Avenue (US 34) @ Salt Creek Lane
IDOT

Dear Mr. Pachowicz:

In response to a request made on your behalf and dated October 26, 2022, we have developed year 2050 average daily traffic (ADT) projections for the subject location.

ROAD SEGMENT	Current ADT	Year 2050 ADT
Ogden Ave (US 34), @ Salt Creek Lane	33,400	37,400

Traffic projections are developed using existing ADT data provided in the request letter and the results from the October 2022 CMAP Travel Demand Analysis. The regional travel model uses CMAP 2050 socioeconomic projections and assumes the implementation of the ON TO 2050 Comprehensive Regional Plan for the Northeastern Illinois area. The provision of this data in support of your request does not constitute a CMAP endorsement of the proposed development or any subsequent developments.

If you have any questions, please call me at (312) 386-8806.

Sincerely,

Jose Rodriguez, PTP, AICP
Senior Planner, Research & Analysis

cc: Rios (IDOT)
2022_ForecastTraffic\Hinsdale\du-51-22\du-51-22.docx

Level of Service Criteria

LEVEL OF SERVICE CRITERIA

Signalized Intersections		
Level of Service	Interpretation	Average Control Delay (seconds per vehicle)
A	Favorable progression. Most vehicles arrive during the green indication and travel through the intersection without stopping.	≤10
B	Good progression, with more vehicles stopping than for Level of Service A.	>10 - 20
C	Individual cycle failures (i.e., one or more queued vehicles are not able to depart as a result of insufficient capacity during the cycle) may begin to appear. Number of vehicles stopping is significant, although many vehicles still pass through the intersection without stopping.	>20 - 35
D	The volume-to-capacity ratio is high and either progression is ineffective or the cycle length is too long. Many vehicles stop and individual cycle failures are noticeable.	>35 - 55
E	Progression is unfavorable. The volume-to-capacity ratio is high and the cycle length is long. Individual cycle failures are frequent.	>55 - 80
F	The volume-to-capacity ratio is very high, progression is very poor, and the cycle length is long. Most cycles fail to clear the queue.	>80.0
Unsignalized Intersections		
Level of Service	Average Total Delay (SEC/VEH)	
A	0 - 10	
B	> 10 - 15	
C	> 15 - 25	
D	> 25 - 35	
E	> 35 - 50	
F	> 50	






















Source: *Highway Capacity Manual*, 2010.

Capacity Analysis Summary Sheets
Existing Weekday Morning Peak Hour

Lanes, Volumes, Timings

1: Oak Street/Salt Creek Lane & Ogden Avenue













11/10/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	99	1114	32	135	1537	267	52	53	26	88	28	51
Future Volume (vph)	99	1114	32	135	1537	267	52	53	26	88	28	51
Ideal Flow (vphpl)	1900	1900	1900	1900	2000	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	195		0	50		90	145		0	0		0
Storage Lanes	1		0	1		1	1		0	1		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor												
Frt		0.996				0.850		0.951			0.902	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1787	3455	0	1787	3725	1599	1770	1807	0	1787	1669	0
Flt Permitted	0.059			0.152			0.703			0.630		
Satd. Flow (perm)	111	3455	0	286	3725	1599	1310	1807	0	1185	1669	0
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		35			35			25			15	
Link Distance (ft)		575			796			548			429	
Travel Time (s)		11.2			15.5			14.9			19.5	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	1%	4%	6%	1%	2%	1%	2%	0%	0%	1%	4%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	104	1207	0	142	1618	281	55	83	0	93	83	0
Turn Type	pm+pt	NA		pm+pt	NA	pm+ov	pm+pt	NA		pm+pt	NA	
Protected Phases	5	2		1	6	3	7	4		3	8	
Permitted Phases	2			6		6	4			8		
Detector Phase	5	2		1	6	3	7	4		3	8	
Switch Phase												
Minimum Initial (s)	3.0	15.0		3.0	15.0	3.0	3.0	8.0		3.0	8.0	
Minimum Split (s)	9.5	27.0		9.5	32.0	9.5	9.5	24.0		9.5	24.0	
Total Split (s)	14.0	78.0		14.0	78.0	14.0	14.0	24.0		14.0	24.0	
Total Split (%)	10.8%	60.0%		10.8%	60.0%	10.8%	10.8%	18.5%		10.8%	18.5%	
Yellow Time (s)	3.5	4.5		3.5	4.5	3.5	3.5	4.5		3.5	4.5	
All-Red Time (s)	0.0	1.5		0.0	1.5	0.0	0.0	1.5		0.0	1.5	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Lost Time (s)	3.5	6.0		3.5	6.0	3.5	3.5	6.0		3.5	6.0	
Lead/Lag	Lead	Lag		Lead	Lag	Lead	Lead	Lag		Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes	Yes	Yes	Yes		Yes	Yes	
Recall Mode	None	C-Min		None	C-Min	None	None	Max		None	None	
Act Effect Green (s)	84.5	73.4		85.2	73.8	89.3	30.0	19.1		32.7	22.1	
Actuated g/C Ratio	0.65	0.56		0.66	0.57	0.69	0.23	0.15		0.25	0.17	

Lanes, Volumes, Timings

1: Oak Street/Salt Creek Lane & Ogden Avenue

11/10/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
v/c Ratio	0.57	0.62		0.49	0.77	0.26	0.17	0.31		0.27	0.29	
Control Delay	29.3	20.8		13.2	24.8	8.5	37.8	53.9		39.4	52.5	
Queue Delay	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Delay	29.3	20.8		13.2	24.8	8.5	37.8	53.9		39.4	52.5	
LOS	C	C		B	C	A	D	D		D	D	
Approach Delay		21.5			21.8			47.5			45.6	
Approach LOS		C			C			D			D	
Queue Length 50th (ft)	27	342		38	522	79	35	64		61	63	
Queue Length 95th (ft)	87	425		62	640	124	71	117		108	118	
Internal Link Dist (ft)		495			716			468			349	
Turn Bay Length (ft)	195			50		90	145					
Base Capacity (vph)	209	1951		311	2114	1110	360	265		349	283	
Starvation Cap Reductn	0	0		0	0	0	0	0		0	0	
Spillback Cap Reductn	0	0		0	0	0	0	0		0	0	
Storage Cap Reductn	0	0		0	0	0	0	0		0	0	
Reduced v/c Ratio	0.50	0.62		0.46	0.77	0.25	0.15	0.31		0.27	0.29	

Intersection Summary

Area Type: Other

Cycle Length: 130

Actuated Cycle Length: 130

Offset: 22 (17%), Referenced to phase 2:EBTL and 6:WBTL, Start of Green

Natural Cycle: 90

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.77

Intersection Signal Delay: 23.8









Intersection LOS: C

Intersection Capacity Utilization 70.7%

ICU Level of Service C

Analysis Period (min) 15






Splits and Phases: 1: Oak Street/Salt Creek Lane & Ogden Avenue

			
Ø1	Ø2 (R)	Ø3	Ø4
14 s	78 s	14 s	24 s
			
Ø5	Ø6 (R)	Ø7	Ø8
14 s	78 s	14 s	24 s

Intersection

Intersection Delay, s/veh 9.8

Intersection LOS A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	7	4	56	59	1	4	120	164	134	3	52	14
Future Vol, veh/h	7	4	56	59	1	4	120	164	134	3	52	14
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Heavy Vehicles, %	0	0	2	7	0	25	0	0	1	0	0	0
Mvmt Flow	8	4	63	66	1	4	135	184	151	3	58	16
Number of Lanes	0	1	0	0	1	1	0	2	0	0	1	0




Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	1	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	1	2	1
HCM Control Delay	9.1	10	10	9
HCM LOS	A	A	A	A

Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1
Vol Left, %	59%	0%	10%	98%	0%	4%
Vol Thru, %	41%	38%	6%	2%	0%	75%
Vol Right, %	0%	62%	84%	0%	100%	20%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	202	216	67	60	4	69
LT Vol	120	0	7	59	0	3
Through Vol	82	82	4	1	0	52
RT Vol	0	134	56	0	4	14
Lane Flow Rate	227	243	75	67	4	78
Geometry Grp	7	7	6	7	7	6
Degree of Util (X)	0.334	0.308	0.112	0.121	0.006	0.114
Departure Headway (Hd)	5.296	4.562	5.344	6.469	5.145	5.3
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes
Cap	679	786	668	552	691	674
Service Time	3.035	2.3	3.402	4.232	2.907	3.354
HCM Lane V/C Ratio	0.334	0.309	0.112	0.121	0.006	0.116
HCM Control Delay	10.7	9.3	9.1	10.1	7.9	9
HCM Lane LOS	B	A	A	B	A	A
HCM 95th-tile Q	1.5	1.3	0.4	0.4	0	0.4

HCM 6th TWSC

3: West Access Drive & Tower Drive




11/09/2022

Intersection						
Int Delay, s/veh	3.3					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	11	9	45	85	9	22
Future Vol, veh/h	11	9	45	85	9	22
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	79	79	79	79	79	79
Heavy Vehicles, %	18	0	0	1	0	0
Mvmt Flow	14	11	57	108	11	28
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	25	0	242	20
Stage 1	-	-	-	-	20	-
Stage 2	-	-	-	-	222	-
Critical Hdwy	-	-	4.1	-	6.4	6.2
Critical Hdwy Stg 1	-	-	-	-	5.4	-
Critical Hdwy Stg 2	-	-	-	-	5.4	-
Follow-up Hdwy	-	-	2.2	-	3.5	3.3
Pot Cap-1 Maneuver	-	-	1603	-	751	1064
Stage 1	-	-	-	-	1008	-
Stage 2	-	-	-	-	820	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1603	-	722	1064
Mov Cap-2 Maneuver	-	-	-	-	722	-
Stage 1	-	-	-	-	1008	-
Stage 2	-	-	-	-	789	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		2.5		9	
HCM LOS					A	
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	935	-	-	1603	-	
HCM Lane V/C Ratio	0.042	-	-	0.036	-	
HCM Control Delay (s)	9	-	-	7.3	0	
HCM Lane LOS	A	-	-	A	A	
HCM 95th %tile Q(veh)	0.1	-	-	0.1	-	

HCM 6th TWSC

4: East Access Drive & Tower Drive

11/09/2022






















Intersection						
Int Delay, s/veh	0.8					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	39	0	12	128	0	7
Future Vol, veh/h	39	0	12	128	0	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	83	83	83	83	83	83
Heavy Vehicles, %	0	2	0	0	2	0
Mvmt Flow	47	0	14	154	0	8
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	47	0	229	47
Stage 1	-	-	-	-	47	-
Stage 2	-	-	-	-	182	-
Critical Hdwy	-	-	4.1	-	6.42	6.2
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.2	-	3.518	3.3
Pot Cap-1 Maneuver	-	-	1573	-	759	1028
Stage 1	-	-	-	-	975	-
Stage 2	-	-	-	-	849	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1573	-	751	1028
Mov Cap-2 Maneuver	-	-	-	-	751	-
Stage 1	-	-	-	-	975	-
Stage 2	-	-	-	-	841	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0.6		8.5	
HCM LOS	A					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	1028	-	-	1573	-	
HCM Lane V/C Ratio	0.008	-	-	0.009	-	
HCM Control Delay (s)	8.5	-	-	7.3	0	
HCM Lane LOS	A	-	-	A	A	
HCM 95th %tile Q(veh)	0	-	-	0	-	

Capacity Analysis Summary Sheets
Existing Weekday Evening Peak Hour

Lanes, Volumes, Timings

1: Oak Street/Salt Creek Lane & Ogden Avenue













11/10/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	33	1720	35	91	1164	71	59	37	70	272	41	106
Future Volume (vph)	33	1720	35	91	1164	71	59	37	70	272	41	106
Ideal Flow (vphpl)	1900	1900	1900	1900	2000	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	195		0	50		90	145		0	0		0
Storage Lanes	1		0	1		1	1		0	1		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor												
Frt		0.997				0.850		0.902			0.892	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1805	3562	0	1805	3762	1599	1805	1714	0	1787	1695	0
Flt Permitted	0.175			0.048			0.606			0.571		
Satd. Flow (perm)	332	3562	0	91	3762	1599	1151	1714	0	1074	1695	0
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		35			35			25			15	
Link Distance (ft)		575			796			548			429	
Travel Time (s)		11.2			15.5			14.9			19.5	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	0%	1%	3%	0%	1%	1%	0%	0%	0%	1%	0%	0%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	34	1809	0	94	1200	73	61	110	0	280	151	0
Turn Type	pm+pt	NA		pm+pt	NA	pm+ov	pm+pt	NA		pm+pt	NA	
Protected Phases	5	2		1	6	3	7	4		3	8	
Permitted Phases	2			6		6	4			8		
Detector Phase	5	2		1	6	3	7	4		3	8	
Switch Phase												
Minimum Initial (s)	3.0	15.0		3.0	15.0	3.0	3.0	8.0		3.0	8.0	
Minimum Split (s)	9.5	27.0		9.5	32.0	9.5	9.5	24.0		9.5	24.0	
Total Split (s)	14.0	84.0		14.0	84.0	14.0	27.0	28.0		14.0	15.0	
Total Split (%)	10.0%	60.0%		10.0%	60.0%	10.0%	19.3%	20.0%		10.0%	10.7%	
Yellow Time (s)	3.5	4.5		3.5	4.5	3.5	3.5	4.5		3.5	4.5	
All-Red Time (s)	0.0	1.5		0.0	1.5	0.0	0.0	1.5		0.0	1.5	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Lost Time (s)	3.5	6.0		3.5	6.0	3.5	3.5	6.0		3.5	6.0	
Lead/Lag	Lead	Lag		Lead	Lag	Lead	Lead	Lag		Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes	Yes	Yes	Yes		Yes	Yes	
Recall Mode	None	C-Min		None	C-Min	None	None	Max		None	None	
Act Effect Green (s)	88.9	80.0		94.1	85.8	102.3	33.6	22.0		36.2	25.3	
Actuated g/C Ratio	0.64	0.57		0.67	0.61	0.73	0.24	0.16		0.26	0.18	

Lanes, Volumes, Timings

1: Oak Street/Salt Creek Lane & Ogden Avenue

11/10/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
v/c Ratio	0.12	0.89		0.57	0.52	0.06	0.19	0.41		0.85	0.49	
Control Delay	8.7	33.1		33.5	17.0	6.2	39.9	58.4		69.6	59.6	
Queue Delay	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Delay	8.7	33.1		33.5	17.0	6.2	39.9	58.4		69.6	59.6	
LOS	A	C		C	B	A	D	E		E	E	
Approach Delay		32.7			17.5			51.8			66.1	
Approach LOS		C			B			D			E	
Queue Length 50th (ft)	10	723		30	333	19	42	91		220	127	
Queue Length 95th (ft)	21	880		90	402	36	80	154		#398	209	
Internal Link Dist (ft)		495			716			468			349	
Turn Bay Length (ft)	195			50		90	145					
Base Capacity (vph)	330	2035		189	2306	1168	426	269		331	306	
Starvation Cap Reductn	0	0		0	0	0	0	0		0	0	
Spillback Cap Reductn	0	0		0	0	0	0	0		0	0	
Storage Cap Reductn	0	0		0	0	0	0	0		0	0	
Reduced v/c Ratio	0.10	0.89		0.50	0.52	0.06	0.14	0.41		0.85	0.49	

Intersection Summary

Area Type: Other

Cycle Length: 140

Actuated Cycle Length: 140

Offset: 112 (80%), Referenced to phase 2:EBTL and 6:WBTL, Start of Green

Natural Cycle: 100

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.89

Intersection Signal Delay: 31.9

Intersection LOS: C

Intersection Capacity Utilization 92.1%















ICU Level of Service F

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 1: Oak Street/Salt Creek Lane & Ogden Avenue

														
Ø1	Ø2 (R)		Ø3	Ø4		Ø5	Ø6 (R)		Ø7	Ø8				
14 s	84 s		14 s	28 s		14 s	84 s		27 s	15 s				

HCM 6th AWSC

2: Salt Creek Lane & Tower Drive/Spinning Wheel Road

11/09/2022

Intersection	
Intersection Delay, s/veh	10.1
Intersection LOS	B

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕	↕		↕			↕	
Traffic Vol, veh/h	11	1	148	123	0	3	47	47	40	1	152	11
Future Vol, veh/h	11	1	148	123	0	3	47	47	40	1	152	11
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Heavy Vehicles, %	0	0	1	1	2	0	0	2	0	0	1	9
Mvmt Flow	12	1	166	138	0	3	53	53	45	1	171	12
Number of Lanes	0	1	0	0	1	1	0	2	0	0	1	0




Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	1	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	1	2	1
HCM Control Delay	9.9	10.7	9.1	10.8
HCM LOS	A	B	A	B




Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1
Vol Left, %	67%	0%	7%	100%	0%	1%
Vol Thru, %	33%	37%	1%	0%	0%	93%
Vol Right, %	0%	63%	93%	0%	100%	7%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	71	64	160	123	3	164
LT Vol	47	0	11	123	0	1
Through Vol	24	24	1	0	0	152
RT Vol	0	40	148	0	3	11
Lane Flow Rate	79	71	180	138	3	184
Geometry Grp	7	7	6	7	7	6
Degree of Util (X)	0.13	0.103	0.253	0.235	0.005	0.283
Departure Headway (Hd)	5.92	5.173	5.074	6.109	4.915	5.537
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes
Cap	600	685	699	583	719	643
Service Time	3.715	2.966	3.163	3.901	2.705	3.628
HCM Lane V/C Ratio	0.132	0.104	0.258	0.237	0.004	0.286
HCM Control Delay	9.6	8.6	9.9	10.8	7.7	10.8
HCM Lane LOS	A	A	A	B	A	B
HCM 95th-tile Q	0.4	0.3	1	0.9	0	1.2

HCM 6th TWSC

3: West Access Drive & Tower Drive

11/09/2022

Intersection						
Int Delay, s/veh	3.6					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	116	2	39	13	11	42
Future Vol, veh/h	116	2	39	13	11	42
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	86	86	86	86	86	86
Heavy Vehicles, %	0	0	0	0	0	0
Mvmt Flow	135	2	45	15	13	49
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	137	0	241	136
Stage 1	-	-	-	-	136	-
Stage 2	-	-	-	-	105	-
Critical Hdwy	-	-	4.1	-	6.4	6.2
Critical Hdwy Stg 1	-	-	-	-	5.4	-
Critical Hdwy Stg 2	-	-	-	-	5.4	-
Follow-up Hdwy	-	-	2.2	-	3.5	3.3
Pot Cap-1 Maneuver	-	-	1459	-	752	918
Stage 1	-	-	-	-	895	-
Stage 2	-	-	-	-	924	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1459	-	729	918
Mov Cap-2 Maneuver	-	-	-	-	729	-
Stage 1	-	-	-	-	895	-
Stage 2	-	-	-	-	895	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		5.7		9.4	
HCM LOS	A					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	871	-	-	1459	-	
HCM Lane V/C Ratio	0.071	-	-	0.031	-	
HCM Control Delay (s)	9.4	-	-	7.5	0	
HCM Lane LOS	A	-	-	A	A	
HCM 95th %tile Q(veh)	0.2	-	-	0.1	-	






















Intersection						
Int Delay, s/veh	0.7					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	162	0	5	52	0	14
Future Vol, veh/h	162	0	5	52	0	14
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	80	80	80	80	80	80
Heavy Vehicles, %	0	2	0	0	2	0
Mvmt Flow	203	0	6	65	0	18
Major/Minor	Major1	Major2		Minor1		
Conflicting Flow All	0	0	203	0	280	203
Stage 1	-	-	-	-	203	-
Stage 2	-	-	-	-	77	-
Critical Hdwy	-	-	4.1	-	6.42	6.2
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.2	-	3.518	3.3
Pot Cap-1 Maneuver	-	-	1381	-	710	843
Stage 1	-	-	-	-	831	-
Stage 2	-	-	-	-	946	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1381	-	706	843
Mov Cap-2 Maneuver	-	-	-	-	706	-
Stage 1	-	-	-	-	831	-
Stage 2	-	-	-	-	941	-
Approach	EB	WB		NB		
HCM Control Delay, s	0	0.7		9.4		
HCM LOS	A					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	843	-	-	1381	-	
HCM Lane V/C Ratio	0.021	-	-	0.005	-	
HCM Control Delay (s)	9.4	-	-	7.6	0	
HCM Lane LOS	A	-	-	A	A	
HCM 95th %tile Q(veh)	0.1	-	-	0	-	

Capacity Analysis Summary Sheets
Year 2028 No-Build Weekday Morning Peak Hour

Lanes, Volumes, Timings

1: Oak Street/Salt Creek Lane & Ogden Avenue













11/10/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	99	1136	32	135	1568	267	52	53	26	88	28	51
Future Volume (vph)	99	1136	32	135	1568	267	52	53	26	88	28	51
Ideal Flow (vphpl)	1900	1900	1900	1900	2000	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	195		0	50		90	145		0	0		0
Storage Lanes	1		0	1		1	1		0	1		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor												
Frt		0.996				0.850		0.951			0.902	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1787	3455	0	1787	3725	1599	1770	1807	0	1787	1669	0
Flt Permitted	0.055			0.146			0.703			0.630		
Satd. Flow (perm)	103	3455	0	275	3725	1599	1310	1807	0	1185	1669	0
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		35			35			25			15	
Link Distance (ft)		575			796			548			429	
Travel Time (s)		11.2			15.5			14.9			19.5	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	1%	4%	6%	1%	2%	1%	2%	0%	0%	1%	4%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	104	1230	0	142	1651	281	55	83	0	93	83	0
Turn Type	pm+pt	NA		pm+pt	NA	pm+ov	pm+pt	NA		pm+pt	NA	
Protected Phases	5	2		1	6	3	7	4		3	8	
Permitted Phases	2			6		6	4			8		
Detector Phase	5	2		1	6	3	7	4		3	8	
Switch Phase												
Minimum Initial (s)	3.0	15.0		3.0	15.0	3.0	3.0	8.0		3.0	8.0	
Minimum Split (s)	9.5	27.0		9.5	32.0	9.5	9.5	24.0		9.5	24.0	
Total Split (s)	14.0	78.0		14.0	78.0	14.0	14.0	24.0		14.0	24.0	
Total Split (%)	10.8%	60.0%		10.8%	60.0%	10.8%	10.8%	18.5%		10.8%	18.5%	
Yellow Time (s)	3.5	4.5		3.5	4.5	3.5	3.5	4.5		3.5	4.5	
All-Red Time (s)	0.0	1.5		0.0	1.5	0.0	0.0	1.5		0.0	1.5	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Lost Time (s)	3.5	6.0		3.5	6.0	3.5	3.5	6.0		3.5	6.0	
Lead/Lag	Lead	Lag		Lead	Lag	Lead	Lead	Lag		Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes	Yes	Yes	Yes		Yes	Yes	
Recall Mode	None	C-Min		None	C-Min	None	None	Max		None	None	
Act Effect Green (s)	84.7	73.6		85.3	73.9	89.4	29.8	19.0		32.6	22.0	
Actuated g/C Ratio	0.65	0.57		0.66	0.57	0.69	0.23	0.15		0.25	0.17	

Lanes, Volumes, Timings

1: Oak Street/Salt Creek Lane & Ogden Avenue

11/10/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
v/c Ratio	0.58	0.63		0.50	0.78	0.26	0.17	0.32		0.27	0.29	
Control Delay	32.4	21.0		13.6	25.3	8.4	37.8	54.0		39.5	52.6	
Queue Delay	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Delay	32.4	21.0		13.6	25.3	8.4	37.8	54.0		39.5	52.6	
LOS	C	C		B	C	A	D	D		D	D	
Approach Delay		21.9			22.2			47.5			45.6	
Approach LOS		C			C			D			D	
Queue Length 50th (ft)	31	352		38	541	79	35	64		61	63	
Queue Length 95th (ft)	92	437		62	664	124	71	117		108	118	
Internal Link Dist (ft)		495			716			468			349	
Turn Bay Length (ft)	195			50		90	145					
Base Capacity (vph)	204	1956		305	2118	1112	359	263		348	282	
Starvation Cap Reductn	0	0		0	0	0	0	0		0	0	
Spillback Cap Reductn	0	0		0	0	0	0	0		0	0	
Storage Cap Reductn	0	0		0	0	0	0	0		0	0	
Reduced v/c Ratio	0.51	0.63		0.47	0.78	0.25	0.15	0.32		0.27	0.29	

Intersection Summary

Area Type: Other

Cycle Length: 130

Actuated Cycle Length: 130

Offset: 22 (17%), Referenced to phase 2:EBTL and 6:WBTL, Start of Green

Natural Cycle: 90

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.78

Intersection Signal Delay: 24.2









Intersection LOS: C

Intersection Capacity Utilization 71.5%

ICU Level of Service C

Analysis Period (min) 15

Splits and Phases: 1: Oak Street/Salt Creek Lane & Ogden Avenue

 Ø1	 Ø2 (R)	 Ø3	 Ø4
14 s	78 s	14 s	24 s
 Ø5	 Ø6 (R)	 Ø7	 Ø8
14 s	78 s	14 s	24 s

Intersection

Intersection Delay, s/veh 9.8

Intersection LOS A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↗	↘		↕			↕	
Traffic Vol, veh/h	7	4	56	59	1	4	120	164	134	3	52	14
Future Vol, veh/h	7	4	56	59	1	4	120	164	134	3	52	14
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Heavy Vehicles, %	0	0	2	7	0	25	0	0	1	0	0	0
Mvmt Flow	8	4	63	66	1	4	135	184	151	3	58	16
Number of Lanes	0	1	0	0	1	1	0	2	0	0	1	0




Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	1	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	1	2	1
HCM Control Delay	9.1	10	10	9
HCM LOS	A	A	A	A




Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1
Vol Left, %	59%	0%	10%	98%	0%	4%
Vol Thru, %	41%	38%	6%	2%	0%	75%
Vol Right, %	0%	62%	84%	0%	100%	20%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	202	216	67	60	4	69
LT Vol	120	0	7	59	0	3
Through Vol	82	82	4	1	0	52
RT Vol	0	134	56	0	4	14
Lane Flow Rate	227	243	75	67	4	78
Geometry Grp	7	7	6	7	7	6
Degree of Util (X)	0.334	0.308	0.112	0.121	0.006	0.114
Departure Headway (Hd)	5.296	4.562	5.344	6.469	5.145	5.3
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes
Cap	679	786	668	552	691	674
Service Time	3.035	2.3	3.402	4.232	2.907	3.354
HCM Lane V/C Ratio	0.334	0.309	0.112	0.121	0.006	0.116
HCM Control Delay	10.7	9.3	9.1	10.1	7.9	9
HCM Lane LOS	B	A	A	B	A	A
HCM 95th-tile Q	1.5	1.3	0.4	0.4	0	0.4

HCM 6th TWSC

3: West Access Drive & Tower Drive

11/09/2022

Intersection						
Int Delay, s/veh	3.3					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	11	9	45	85	9	22
Future Vol, veh/h	11	9	45	85	9	22
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	79	79	79	79	79	79
Heavy Vehicles, %	18	0	0	1	0	0
Mvmt Flow	14	11	57	108	11	28
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	25	0	242	20
Stage 1	-	-	-	-	20	-
Stage 2	-	-	-	-	222	-
Critical Hdwy	-	-	4.1	-	6.4	6.2
Critical Hdwy Stg 1	-	-	-	-	5.4	-
Critical Hdwy Stg 2	-	-	-	-	5.4	-
Follow-up Hdwy	-	-	2.2	-	3.5	3.3
Pot Cap-1 Maneuver	-	-	1603	-	751	1064
Stage 1	-	-	-	-	1008	-
Stage 2	-	-	-	-	820	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1603	-	722	1064
Mov Cap-2 Maneuver	-	-	-	-	722	-
Stage 1	-	-	-	-	1008	-
Stage 2	-	-	-	-	789	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		2.5		9	
HCM LOS					A	
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	935	-	-	1603	-	
HCM Lane V/C Ratio	0.042	-	-	0.036	-	
HCM Control Delay (s)	9	-	-	7.3	0	
HCM Lane LOS	A	-	-	A	A	
HCM 95th %tile Q(veh)	0.1	-	-	0.1	-	






















Intersection						
Int Delay, s/veh	0.8					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	39	0	12	128	0	7
Future Vol, veh/h	39	0	12	128	0	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	83	83	83	83	83	83
Heavy Vehicles, %	0	2	0	0	2	0
Mvmt Flow	47	0	14	154	0	8
Major/Minor	Major1	Major2	Minor1			
Conflicting Flow All	0	0	47	0	229	47
Stage 1	-	-	-	-	47	-
Stage 2	-	-	-	-	182	-
Critical Hdwy	-	-	4.1	-	6.42	6.2
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.2	-	3.518	3.3
Pot Cap-1 Maneuver	-	-	1573	-	759	1028
Stage 1	-	-	-	-	975	-
Stage 2	-	-	-	-	849	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1573	-	751	1028
Mov Cap-2 Maneuver	-	-	-	-	751	-
Stage 1	-	-	-	-	975	-
Stage 2	-	-	-	-	841	-
Approach	EB	WB	NB			
HCM Control Delay, s	0	0.6	8.5			
HCM LOS	A					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	1028	-	-	1573	-	
HCM Lane V/C Ratio	0.008	-	-	0.009	-	
HCM Control Delay (s)	8.5	-	-	7.3	0	
HCM Lane LOS	A	-	-	A	A	
HCM 95th %tile Q(veh)	0	-	-	0	-	

Capacity Analysis Summary Sheets
Year 2028 No-Build Weekday Evening Peak Hour

Lanes, Volumes, Timings

1: Oak Street/Salt Creek Lane & Ogden Avenue













11/10/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	33	1754	35	91	1187	71	59	37	70	272	41	106
Future Volume (vph)	33	1754	35	91	1187	71	59	37	70	272	41	106
Ideal Flow (vphpl)	1900	1900	1900	1900	2000	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	195		0	50		90	145		0	0		0
Storage Lanes	1		0	1		1	1		0	1		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor												
Frt		0.997				0.850		0.902			0.892	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1805	3562	0	1805	3762	1599	1805	1714	0	1787	1695	0
Flt Permitted	0.169			0.048			0.606			0.571		
Satd. Flow (perm)	321	3562	0	91	3762	1599	1151	1714	0	1074	1695	0
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		35			35			25			15	
Link Distance (ft)		575			796			548			429	
Travel Time (s)		11.2			15.5			14.9			19.5	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	0%	1%	3%	0%	1%	1%	0%	0%	0%	1%	0%	0%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	34	1844	0	94	1224	73	61	110	0	280	151	0
Turn Type	pm+pt	NA		pm+pt	NA	pm+ov	pm+pt	NA		pm+pt	NA	
Protected Phases	5	2		1	6	3	7	4		3	8	
Permitted Phases	2			6		6	4			8		
Detector Phase	5	2		1	6	3	7	4		3	8	
Switch Phase												
Minimum Initial (s)	3.0	15.0		3.0	15.0	3.0	3.0	8.0		3.0	8.0	
Minimum Split (s)	9.5	27.0		9.5	32.0	9.5	9.5	24.0		9.5	24.0	
Total Split (s)	14.0	84.0		14.0	84.0	14.0	27.0	28.0		14.0	15.0	
Total Split (%)	10.0%	60.0%		10.0%	60.0%	10.0%	19.3%	20.0%		10.0%	10.7%	
Yellow Time (s)	3.5	4.5		3.5	4.5	3.5	3.5	4.5		3.5	4.5	
All-Red Time (s)	0.0	1.5		0.0	1.5	0.0	0.0	1.5		0.0	1.5	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Lost Time (s)	3.5	6.0		3.5	6.0	3.5	3.5	6.0		3.5	6.0	
Lead/Lag	Lead	Lag		Lead	Lag	Lead	Lead	Lag		Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes	Yes	Yes	Yes		Yes	Yes	
Recall Mode	None	C-Min		None	C-Min	None	None	Max		None	None	
Act Effect Green (s)	88.9	80.0		94.1	85.8	102.3	33.6	22.0		36.2	25.3	
Actuated g/C Ratio	0.64	0.57		0.67	0.61	0.73	0.24	0.16		0.26	0.18	

Lanes, Volumes, Timings

1: Oak Street/Salt Creek Lane & Ogden Avenue

11/10/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
v/c Ratio	0.13	0.91		0.57	0.53	0.06	0.19	0.41		0.85	0.49	
Control Delay	8.7	34.6		33.5	17.2	6.2	39.9	58.4		69.6	59.6	
Queue Delay	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Delay	8.7	34.6		33.5	17.2	6.2	39.9	58.4		69.6	59.6	
LOS	A	C		C	B	A	D	E		E	E	
Approach Delay		34.2			17.7			51.8			66.1	
Approach LOS		C			B			D			E	
Queue Length 50th (ft)	10	752		30	343	19	42	91		220	127	
Queue Length 95th (ft)	21	914		90	413	36	80	154		#398	209	
Internal Link Dist (ft)		495			716			468			349	
Turn Bay Length (ft)	195			50		90	145					
Base Capacity (vph)	323	2035		189	2306	1168	426	269		331	306	
Starvation Cap Reductn	0	0		0	0	0	0	0		0	0	
Spillback Cap Reductn	0	0		0	0	0	0	0		0	0	
Storage Cap Reductn	0	0		0	0	0	0	0		0	0	
Reduced v/c Ratio	0.11	0.91		0.50	0.53	0.06	0.14	0.41		0.85	0.49	

Intersection Summary

Area Type: Other

Cycle Length: 140

Actuated Cycle Length: 140

Offset: 112 (80%), Referenced to phase 2:EBTL and 6:WBTL, Start of Green

Natural Cycle: 100

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.91

Intersection Signal Delay: 32.6

Intersection LOS: C

Intersection Capacity Utilization 93.0%






























ICU Level of Service F

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.






Splits and Phases: 1: Oak Street/Salt Creek Lane & Ogden Avenue

														
Ø1	Ø2 (R)					Ø3	Ø4							
14 s	84 s					14 s	28 s							
														
Ø5	Ø6 (R)					Ø7						Ø8		
14 s	84 s					27 s						15 s		

Intersection

Intersection Delay, s/veh 10.1

Intersection LOS B

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	11	1	148	123	0	3	47	47	40	1	152	11
Future Vol, veh/h	11	1	148	123	0	3	47	47	40	1	152	11
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Heavy Vehicles, %	0	0	1	1	2	0	0	2	0	0	1	9
Mvmt Flow	12	1	166	138	0	3	53	53	45	1	171	12
Number of Lanes	0	1	0	0	1	1	0	2	0	0	1	0




Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	1	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	1	2	1
HCM Control Delay	9.9	10.7	9.1	10.8
HCM LOS	A	B	A	B




Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1
Vol Left, %	67%	0%	7%	100%	0%	1%
Vol Thru, %	33%	37%	1%	0%	0%	93%
Vol Right, %	0%	63%	93%	0%	100%	7%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	71	64	160	123	3	164
LT Vol	47	0	11	123	0	1
Through Vol	24	24	1	0	0	152
RT Vol	0	40	148	0	3	11
Lane Flow Rate	79	71	180	138	3	184
Geometry Grp	7	7	6	7	7	6
Degree of Util (X)	0.13	0.103	0.253	0.235	0.005	0.283
Departure Headway (Hd)	5.92	5.173	5.074	6.109	4.915	5.537
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes
Cap	600	685	699	583	719	643
Service Time	3.715	2.966	3.163	3.901	2.705	3.628
HCM Lane V/C Ratio	0.132	0.104	0.258	0.237	0.004	0.286
HCM Control Delay	9.6	8.6	9.9	10.8	7.7	10.8
HCM Lane LOS	A	A	A	B	A	B
HCM 95th-tile Q	0.4	0.3	1	0.9	0	1.2

HCM 6th TWSC

3: West Access Drive & Tower Drive

11/09/2022

Intersection						
Int Delay, s/veh	3.6					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	116	2	39	13	11	42
Future Vol, veh/h	116	2	39	13	11	42
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	86	86	86	86	86	86
Heavy Vehicles, %	0	0	0	0	0	0
Mvmt Flow	135	2	45	15	13	49
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	137	0	241	136
Stage 1	-	-	-	-	136	-
Stage 2	-	-	-	-	105	-
Critical Hdwy	-	-	4.1	-	6.4	6.2
Critical Hdwy Stg 1	-	-	-	-	5.4	-
Critical Hdwy Stg 2	-	-	-	-	5.4	-
Follow-up Hdwy	-	-	2.2	-	3.5	3.3
Pot Cap-1 Maneuver	-	-	1459	-	752	918
Stage 1	-	-	-	-	895	-
Stage 2	-	-	-	-	924	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1459	-	729	918
Mov Cap-2 Maneuver	-	-	-	-	729	-
Stage 1	-	-	-	-	895	-
Stage 2	-	-	-	-	895	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		5.7		9.4	
HCM LOS					A	
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	871	-	-	1459	-	
HCM Lane V/C Ratio	0.071	-	-	0.031	-	
HCM Control Delay (s)	9.4	-	-	7.5	0	
HCM Lane LOS	A	-	-	A	A	
HCM 95th %tile Q(veh)	0.2	-	-	0.1	-	






















Intersection						
Int Delay, s/veh	0.7					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	162	0	5	52	0	14
Future Vol, veh/h	162	0	5	52	0	14
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	80	80	80	80	80	80
Heavy Vehicles, %	0	2	0	0	2	0
Mvmt Flow	203	0	6	65	0	18
Major/Minor	Major1	Major2		Minor1		
Conflicting Flow All	0	0	203	0	280	203
Stage 1	-	-	-	-	203	-
Stage 2	-	-	-	-	77	-
Critical Hdwy	-	-	4.1	-	6.42	6.2
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.2	-	3.518	3.3
Pot Cap-1 Maneuver	-	-	1381	-	710	843
Stage 1	-	-	-	-	831	-
Stage 2	-	-	-	-	946	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1381	-	706	843
Mov Cap-2 Maneuver	-	-	-	-	706	-
Stage 1	-	-	-	-	831	-
Stage 2	-	-	-	-	941	-
Approach	EB	WB		NB		
HCM Control Delay, s	0	0.7		9.4		
HCM LOS	A					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	843	-	-	1381	-	
HCM Lane V/C Ratio	0.021	-	-	0.005	-	
HCM Control Delay (s)	9.4	-	-	7.6	0	
HCM Lane LOS	A	-	-	A	A	
HCM 95th %tile Q(veh)	0.1	-	-	0	-	

Capacity Analysis Summary Sheets
Year 2028 Total Projected Weekday Morning Peak Hour

Lanes, Volumes, Timings

1: Oak Street/Salt Creek Lane & Ogden Avenue













11/10/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	99	1136	40	141	1568	267	52	53	26	91	28	55
Future Volume (vph)	99	1136	40	141	1568	267	52	53	26	91	28	55
Ideal Flow (vphpl)	1900	1900	1900	1900	2000	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	195		0	50		90	145		0	0		0
Storage Lanes	1		0	1		1	1		0	1		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor												
Frt		0.995				0.850		0.951			0.900	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1787	3452	0	1787	3725	1599	1770	1807	0	1787	1666	0
Flt Permitted	0.055			0.143			0.701			0.626		
Satd. Flow (perm)	103	3452	0	269	3725	1599	1306	1807	0	1178	1666	0
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		35			35			25			15	
Link Distance (ft)		575			796			548			429	
Travel Time (s)		11.2			15.5			14.9			19.5	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	1%	4%	6%	1%	2%	1%	2%	0%	0%	1%	4%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	104	1238	0	148	1651	281	55	83	0	96	87	0
Turn Type	pm+pt	NA		pm+pt	NA	pm+ov	pm+pt	NA		pm+pt	NA	
Protected Phases	5	2		1	6	3	7	4		3	8	
Permitted Phases	2			6		6	4			8		
Detector Phase	5	2		1	6	3	7	4		3	8	
Switch Phase												
Minimum Initial (s)	3.0	15.0		3.0	15.0	3.0	3.0	8.0		3.0	8.0	
Minimum Split (s)	9.5	27.0		9.5	32.0	9.5	9.5	24.0		9.5	24.0	
Total Split (s)	14.0	78.0		14.0	78.0	14.0	14.0	24.0		14.0	24.0	
Total Split (%)	10.8%	60.0%		10.8%	60.0%	10.8%	10.8%	18.5%		10.8%	18.5%	
Yellow Time (s)	3.5	4.5		3.5	4.5	3.5	3.5	4.5		3.5	4.5	
All-Red Time (s)	0.0	1.5		0.0	1.5	0.0	0.0	1.5		0.0	1.5	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Lost Time (s)	3.5	6.0		3.5	6.0	3.5	3.5	6.0		3.5	6.0	
Lead/Lag	Lead	Lag		Lead	Lag	Lead	Lead	Lag		Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes	Yes	Yes	Yes		Yes	Yes	
Recall Mode	None	C-Min		None	C-Min	None	None	Max		None	None	
Act Effect Green (s)	84.5	73.5		85.5	73.9	89.5	29.8	18.9		32.6	22.0	
Actuated g/C Ratio	0.65	0.57		0.66	0.57	0.69	0.23	0.15		0.25	0.17	

Lanes, Volumes, Timings

1: Oak Street/Salt Creek Lane & Ogden Avenue

11/10/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
v/c Ratio	0.58	0.63		0.52	0.78	0.26	0.17	0.32		0.28	0.31	
Control Delay	32.5	21.2		14.3	25.3	8.4	37.8	54.0		39.6	52.9	
Queue Delay	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Delay	32.5	21.2		14.3	25.3	8.4	37.8	54.0		39.6	52.9	
LOS	C	C		B	C	A	D	D		D	D	
Approach Delay		22.1			22.3			47.6			45.9	
Approach LOS		C			C			D			D	
Queue Length 50th (ft)	31	357		40	541	79	35	64		63	66	
Queue Length 95th (ft)	92	442		64	664	124	71	117		111	122	
Internal Link Dist (ft)		495			716			468			349	
Turn Bay Length (ft)	195			50		90	145					
Base Capacity (vph)	204	1950		302	2118	1112	357	263		347	281	
Starvation Cap Reductn	0	0		0	0	0	0	0		0	0	
Spillback Cap Reductn	0	0		0	0	0	0	0		0	0	
Storage Cap Reductn	0	0		0	0	0	0	0		0	0	
Reduced v/c Ratio	0.51	0.63		0.49	0.78	0.25	0.15	0.32		0.28	0.31	

Intersection Summary

Area Type: Other

Cycle Length: 130

Actuated Cycle Length: 130

Offset: 22 (17%), Referenced to phase 2:EBTL and 6:WBTL, Start of Green

Natural Cycle: 90

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.78

Intersection Signal Delay: 24.3









Intersection LOS: C

Intersection Capacity Utilization 71.7%

ICU Level of Service C

Analysis Period (min) 15

Splits and Phases: 1: Oak Street/Salt Creek Lane & Ogden Avenue

 Ø1	 Ø2 (R)	 Ø3	 Ø4
14 s	78 s	14 s	24 s
 Ø5	 Ø6 (R)	 Ø7	 Ø8
14 s	78 s	14 s	24 s

Intersection

Intersection Delay, s/veh	10
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↗	↘		↕			↕	
Traffic Vol, veh/h	7	4	63	59	1	4	134	164	134	3	52	14
Future Vol, veh/h	7	4	63	59	1	4	134	164	134	3	52	14
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Heavy Vehicles, %	0	0	2	7	0	25	0	0	1	0	0	0
Mvmt Flow	8	4	71	66	1	4	151	184	151	3	58	16
Number of Lanes	0	1	0	0	1	1	0	2	0	0	1	0




Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	1	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	1	2	1
HCM Control Delay	9.2	10.1	10.3	9.1
HCM LOS	A	B	B	A




Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1
Vol Left, %	62%	0%	9%	98%	0%	4%
Vol Thru, %	38%	38%	5%	2%	0%	75%
Vol Right, %	0%	62%	85%	0%	100%	20%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	216	216	74	60	4	69
LT Vol	134	0	7	59	0	3
Through Vol	82	82	4	1	0	52
RT Vol	0	134	63	0	4	14
Lane Flow Rate	243	243	83	67	4	78
Geometry Grp	7	7	6	7	7	6
Degree of Util (X)	0.36	0.309	0.124	0.122	0.006	0.115
Departure Headway (Hd)	5.334	4.586	5.37	6.521	5.197	5.343
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes
Cap	675	781	664	547	684	668
Service Time	3.074	2.326	3.429	4.288	2.962	3.401
HCM Lane V/C Ratio	0.36	0.311	0.125	0.122	0.006	0.117
HCM Control Delay	11.1	9.4	9.2	10.2	8	9.1
HCM Lane LOS	B	A	A	B	A	A
HCM 95th-tile Q	1.6	1.3	0.4	0.4	0	0.4

HCM 6th TWSC

3: West Access Drive & Tower Drive

11/10/2022

Intersection						
Int Delay, s/veh	3.6					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	11	10	52	85	10	25
Future Vol, veh/h	11	10	52	85	10	25
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	79	79	79	79	79	79
Heavy Vehicles, %	18	0	0	1	0	0
Mvmt Flow	14	13	66	108	13	32
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	27	0	261	21
Stage 1	-	-	-	-	21	-
Stage 2	-	-	-	-	240	-
Critical Hdwy	-	-	4.1	-	6.4	6.2
Critical Hdwy Stg 1	-	-	-	-	5.4	-
Critical Hdwy Stg 2	-	-	-	-	5.4	-
Follow-up Hdwy	-	-	2.2	-	3.5	3.3
Pot Cap-1 Maneuver	-	-	1600	-	732	1062
Stage 1	-	-	-	-	1007	-
Stage 2	-	-	-	-	805	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1600	-	700	1062
Mov Cap-2 Maneuver	-	-	-	-	700	-
Stage 1	-	-	-	-	1007	-
Stage 2	-	-	-	-	770	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		2.8		9.1	
HCM LOS	A					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	925	-	-	1600	-	
HCM Lane V/C Ratio	0.048	-	-	0.041	-	
HCM Control Delay (s)	9.1	-	-	7.3	0	
HCM Lane LOS	A	-	-	A	A	
HCM 95th %tile Q(veh)	0.2	-	-	0.1	-	






















Intersection						
Int Delay, s/veh	1.1					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	42	0	19	135	0	11
Future Vol, veh/h	42	0	19	135	0	11
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	83	83	83	83	83	83
Heavy Vehicles, %	0	2	0	0	2	0
Mvmt Flow	51	0	23	163	0	13
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	51	0	260	51
Stage 1	-	-	-	-	51	-
Stage 2	-	-	-	-	209	-
Critical Hdwy	-	-	4.1	-	6.42	6.2
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.2	-	3.518	3.3
Pot Cap-1 Maneuver	-	-	1568	-	729	1023
Stage 1	-	-	-	-	971	-
Stage 2	-	-	-	-	826	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1568	-	717	1023
Mov Cap-2 Maneuver	-	-	-	-	717	-
Stage 1	-	-	-	-	971	-
Stage 2	-	-	-	-	813	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0.9		8.6	
HCM LOS					A	
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	1023	-	-	1568	-	
HCM Lane V/C Ratio	0.013	-	-	0.015	-	
HCM Control Delay (s)	8.6	-	-	7.3	0	
HCM Lane LOS	A	-	-	A	A	
HCM 95th %tile Q(veh)	0	-	-	0	-	

Capacity Analysis Summary Sheets
Year 2028 Total Projected Weekday Evening Peak Hour

Lanes, Volumes, Timings

1: Oak Street/Salt Creek Lane & Ogden Avenue













11/10/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	33	1754	40	95	1187	71	59	37	70	278	41	114
Future Volume (vph)	33	1754	40	95	1187	71	59	37	70	278	41	114
Ideal Flow (vphpl)	1900	1900	1900	1900	2000	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	195		0	50		90	145		0	0		0
Storage Lanes	1		0	1		1	1		0	1		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor												
Frt		0.997				0.850		0.902			0.889	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1805	3562	0	1805	3762	1599	1805	1714	0	1787	1689	0
Flt Permitted	0.169			0.048			0.581			0.571		
Satd. Flow (perm)	321	3562	0	91	3762	1599	1104	1714	0	1074	1689	0
Right Turn on Red			No			No			No			No
Satd. Flow (RTOR)												
Link Speed (mph)		35			35			25			15	
Link Distance (ft)		575			796			548			429	
Travel Time (s)		11.2			15.5			14.9			19.5	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	0%	1%	3%	0%	1%	1%	0%	0%	0%	1%	0%	0%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	34	1849	0	98	1224	73	61	110	0	287	160	0
Turn Type	pm+pt	NA		pm+pt	NA	pm+ov	pm+pt	NA		pm+pt	NA	
Protected Phases	5	2		1	6	3	7	4		3	8	
Permitted Phases	2			6		6	4			8		
Detector Phase	5	2		1	6	3	7	4		3	8	
Switch Phase												
Minimum Initial (s)	3.0	15.0		3.0	15.0	3.0	3.0	8.0		3.0	8.0	
Minimum Split (s)	9.5	27.0		9.5	32.0	9.5	9.5	24.0		9.5	24.0	
Total Split (s)	14.0	84.0		14.0	84.0	14.0	27.0	28.0		14.0	15.0	
Total Split (%)	10.0%	60.0%		10.0%	60.0%	10.0%	19.3%	20.0%		10.0%	10.7%	
Yellow Time (s)	3.5	4.5		3.5	4.5	3.5	3.5	4.5		3.5	4.5	
All-Red Time (s)	0.0	1.5		0.0	1.5	0.0	0.0	1.5		0.0	1.5	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Lost Time (s)	3.5	6.0		3.5	6.0	3.5	3.5	6.0		3.5	6.0	
Lead/Lag	Lead	Lag		Lead	Lag	Lead	Lead	Lag		Lead	Lag	
Lead-Lag Optimize?	Yes	Yes		Yes	Yes	Yes	Yes	Yes		Yes	Yes	
Recall Mode	None	C-Min		None	C-Min	None	None	Max		None	None	
Act Effect Green (s)	88.7	79.9		94.2	85.8	102.3	33.6	22.0		36.2	25.3	
Actuated g/C Ratio	0.63	0.57		0.67	0.61	0.73	0.24	0.16		0.26	0.18	

Lanes, Volumes, Timings

1: Oak Street/Salt Creek Lane & Ogden Avenue

11/10/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
v/c Ratio	0.13	0.91		0.59	0.53	0.06	0.20	0.41		0.87	0.52	
Control Delay	8.8	35.2		35.3	17.2	6.2	40.0	58.4		72.3	60.7	
Queue Delay	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Delay	8.8	35.2		35.3	17.2	6.2	40.0	58.4		72.3	60.7	
LOS	A	D		D	B	A	D	E		E	E	
Approach Delay		34.7			17.9			51.8			68.1	
Approach LOS		C			B			D			E	
Queue Length 50th (ft)	10	760		34	343	19	42	91		227	136	
Queue Length 95th (ft)	21	#923		96	413	36	80	154		#414	220	
Internal Link Dist (ft)		495			716			468			349	
Turn Bay Length (ft)	195			50		90	145					
Base Capacity (vph)	323	2031		189	2306	1168	421	269		331	305	
Starvation Cap Reductn	0	0		0	0	0	0	0		0	0	
Spillback Cap Reductn	0	0		0	0	0	0	0		0	0	
Storage Cap Reductn	0	0		0	0	0	0	0		0	0	
Reduced v/c Ratio	0.11	0.91		0.52	0.53	0.06	0.14	0.41		0.87	0.52	

Intersection Summary

Area Type: Other

Cycle Length: 140

Actuated Cycle Length: 140

Offset: 112 (80%), Referenced to phase 2:EBTL and 6:WBTL, Start of Green

Natural Cycle: 100

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.91

Intersection Signal Delay: 33.3

Intersection LOS: C

Intersection Capacity Utilization 93.8%































ICU Level of Service F

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 1: Oak Street/Salt Creek Lane & Ogden Avenue

														
Ø1	Ø2 (R)					Ø3	Ø4							
14 s	84 s					14 s	28 s							
														
Ø5	Ø6 (R)					Ø7						Ø8		
14 s	84 s					27 s						15 s		

Intersection	
Intersection Delay, s/veh	10.4
Intersection LOS	B

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕	↕		↕			↕	
Traffic Vol, veh/h	11	1	162	123	0	3	56	47	40	1	152	11
Future Vol, veh/h	11	1	162	123	0	3	56	47	40	1	152	11
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Heavy Vehicles, %	0	0	1	1	2	0	0	2	0	0	1	9
Mvmt Flow	12	1	182	138	0	3	63	53	45	1	171	12
Number of Lanes	0	1	0	0	1	1	0	2	0	0	1	0




Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	1	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	1	2	1
HCM Control Delay	10.3	10.9	9.4	11.1
HCM LOS	B	B	A	B




Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1
Vol Left, %	70%	0%	6%	100%	0%	1%
Vol Thru, %	30%	37%	1%	0%	0%	93%
Vol Right, %	0%	63%	93%	0%	100%	7%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	80	64	174	123	3	164
LT Vol	56	0	11	123	0	1
Through Vol	24	24	1	0	0	152
RT Vol	0	40	162	0	3	11
Lane Flow Rate	89	71	196	138	3	184
Geometry Grp	7	7	6	7	7	6
Degree of Util (X)	0.151	0.105	0.283	0.241	0.005	0.292
Departure Headway (Hd)	6.089	5.321	5.218	6.283	5.087	5.696
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes
Cap	590	674	692	575	707	632
Service Time	3.815	3.047	3.222	3.989	2.793	3.721
HCM Lane V/C Ratio	0.151	0.105	0.283	0.24	0.004	0.291
HCM Control Delay	9.9	8.7	10.3	11	7.8	11.1
HCM Lane LOS	A	A	B	B	A	B
HCM 95th-tile Q	0.5	0.4	1.2	0.9	0	1.2

HCM 6th TWSC

3: West Access Drive & Tower Drive

11/10/2022

Intersection						
Int Delay, s/veh	3.8					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	116	3	43	13	12	49
Future Vol, veh/h	116	3	43	13	12	49
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	86	86	86	86	86	86
Heavy Vehicles, %	0	0	0	0	0	0
Mvmt Flow	135	3	50	15	14	57
Major/Minor	Major1	Major2		Minor1		
Conflicting Flow All	0	0	138	0	252	137
Stage 1	-	-	-	-	137	-
Stage 2	-	-	-	-	115	-
Critical Hdwy	-	-	4.1	-	6.4	6.2
Critical Hdwy Stg 1	-	-	-	-	5.4	-
Critical Hdwy Stg 2	-	-	-	-	5.4	-
Follow-up Hdwy	-	-	2.2	-	3.5	3.3
Pot Cap-1 Maneuver	-	-	1458	-	741	917
Stage 1	-	-	-	-	895	-
Stage 2	-	-	-	-	915	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1458	-	715	917
Mov Cap-2 Maneuver	-	-	-	-	715	-
Stage 1	-	-	-	-	895	-
Stage 2	-	-	-	-	883	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		5.8		9.5	
HCM LOS					A	
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	869	-	-	1458	-	
HCM Lane V/C Ratio	0.082	-	-	0.034	-	
HCM Control Delay (s)	9.5	-	-	7.6	0	
HCM Lane LOS	A	-	-	A	A	
HCM 95th %tile Q(veh)	0.3	-	-	0.1	-	

Intersection						
Int Delay, s/veh	1.1					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	169	0	10	56	0	21
Future Vol, veh/h	169	0	10	56	0	21
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	80	80	80	80	80	80
Heavy Vehicles, %	0	2	0	0	2	0
Mvmt Flow	211	0	13	70	0	26
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	211	0	307	211
Stage 1	-	-	-	-	211	-
Stage 2	-	-	-	-	96	-
Critical Hdwy	-	-	4.1	-	6.42	6.2
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.2	-	3.518	3.3
Pot Cap-1 Maneuver	-	-	1372	-	685	834
Stage 1	-	-	-	-	824	-
Stage 2	-	-	-	-	928	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1372	-	678	834
Mov Cap-2 Maneuver	-	-	-	-	678	-
Stage 1	-	-	-	-	824	-
Stage 2	-	-	-	-	919	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		1.2		9.5	
HCM LOS					A	
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	834	-	-	1372	-	
HCM Lane V/C Ratio	0.031	-	-	0.009	-	
HCM Control Delay (s)	9.5	-	-	7.6	0	
HCM Lane LOS	A	-	-	A	A	
HCM 95th %tile Q(veh)	0.1	-	-	0	-	

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE VILLAGE OF
HINSDALE RELATIVE TO PROPERTY LOCATED AT
2 SALT CREEK LANE – MOUSE AUTOMOTIVE**

WHEREAS, an application (the “Application”) to amend the Official Zoning Map of the Village of Hinsdale by changing the zoning of Property located at 2 Salt Creek Lane from O-3 General Office Zoning District to B-3 General Business District (the “Proposed Map Amendment”) has been filed with the Village by Mouse Automotive (the “Applicant”) pursuant to Section 11-601 of the Hinsdale Zoning Code; and

WHEREAS, the Application was referred to the Plan Commission of the Village for consideration and a hearing, and has otherwise been processed in accordance with the Hinsdale Zoning Code, as amended; and

WHEREAS, the property to be rezoned through the Proposed Map Amendment is generally described as the currently vacant 2.2-acre property located at 2 Salt Creek Lane (the “Property”). The Property is legally described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, the Application was concurrently submitted with an application for Exterior Appearance and Site Plan approval, as well as a request for a parking variation, both of which are addressed in separate ordinances; and

WHEREAS, on February 8, 2023, the Plan Commission held a public hearing on the Application pursuant to notice thereof properly published in *The Hinsdalean*, and, after considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the Proposed Map Amendment by a vote of seven (7) in favor and zero (0) against, all as set forth in the Plan Commission’s Findings and Recommendation for Plan Commission Case No. A-37-2022 (“Findings and Recommendation”), a copy of which is attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village have duly considered the Findings and Recommendation of the Plan Commission and the factors set forth in Section 11-601(E) of the Hinsdale Zoning Code and all of the facts and circumstances affecting the Application.

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties and State of Illinois, as follows:

Section 1: Incorporation. Each whereas paragraph set forth above is incorporated by reference into this Section 1.

Section 2: Findings. The President and Board of Trustees, after considering the Findings and Recommendation of the Plan Commission, and other matters properly before it, adopts and incorporates the Findings and Recommendation of the Plan Commission as the findings of this President and the Board of Trustees, as completely as if fully recited herein at length. The President and Board of Trustees further find that the Proposed Map Amendment is demanded by and required for the public good.

Section 3: Map Amendment. Pursuant to the authority granted under Division 13 of the Illinois Municipal Code (65 ILCS 5/11-13-1, et seq.) and the Hinsdale Zoning Code, the President and Board of Trustees of the Village of Hinsdale approve the Proposed Map Amendment, and the Official Zoning Map of the Village of Hinsdale, DuPage and Cook Counties, Illinois, as amended, is further amended by changing the zoning classification of the Property legally described in **Exhibit A** from an O-3 General Office Zoning District designation to B-3 General Business District designation, subject to the condition set forth in Section 4 below.

Section 4: Condition on Approval. The Applicant, Mouse Automotive, is the current owner of the Property, and has received certain other approvals from the Village relative to its proposal to own and operate a luxury auto dealership on the Property. The approvals given in this Ordinance for the map amendment are specifically conditioned on the completion of that project by Mouse Automotive, and its receipt of a certificate of occupancy for its proposed luxury auto dealership use. Should the Applicant fail to construct the Project and receive a certificate of occupancy within one (1) year following the approval of this Ordinance, or such longer time as mutually agreed to by the Parties, this Ordinance, and the map amendment approval, shall be null and void and of no further force or effect. In such event, the President and Board of Trustees shall repeal this Ordinance.

Section 5: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 6: Effective Date. Subject to the condition set forth in Section 4 above, this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

ADOPTED this _____ day of _____, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2023, and attested to by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

Emily Tompkins, Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY BEING REZONED

PARCEL 1: LOT 7 IN OFFICE PARK OF HINSDALE, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 2022, AS DOCUMENT R2002-243817, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: NON-EXCLUSIVE PERPETUAL EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AGREEMENT RECORDED JUNE 11, 1973 AS DOCUMENT R73-33823 AS AMENDED BY DOCUMENTS R73-35331, R81-2365 AND R2001-197280, DESCRIBED IN RIDER DESCRIPTIONS 2, 4 AND 6 ATTACHED THERETO, AND BY EASEMENT GRANT RECORDED JANUARY 18, 1989 AS DOCUMENT R89-006821 AS AMENDED BY DOCUMENT R89-072896, AND AS CREATED BY EASEMENT GRANT RECORDED JUNE 20, 1989 AS DOCUMENT R89-07897, DESCRIBED AS EXHIBITS C1 THROUGH C5 ATTACHED THERETO, AND ALSO AS CREATED BY LICENSE AGREEMENT RECORDED JUNE 11, 1973 AS DOCUMENT R73-33822, AS SUPPLEMENTED BY SUPPLEMENTAL DECLARATION OF LICENSE RECORDED AS DOCUMENT R77-117083 AND SUPPLEMENTAL DECLARATION OF LICENSE RECORDED AS DOCUMENT R79-107322, FOR THE PURPOSES OF INGRESS AND EGRESS OVER, UPON, AND ACROSS EASEMENT PREMISES.

PARCEL 3: A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF EASEMENTS AND OPERATING COVENANTS RECORDED MAY 29, 2003, AS DOCUMENT R2003-200111, AND RE-RECORDED JANUARY 10, 2006 AS DOCUMENT R2006-0005825 AND AMENDED BY AMENDMENT RECORDED FEBRUARY 27, 2012 AS DOCUMENT R2012-024784 FOR THE PURPOSE OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS UPON THE ROADWAYS; REPAIR, REPLACEMENT AND RENEWAL OF UTILITY IMPROVEMENTS; RETENTION, DETENTION AND DRAINAGE OF WATER; AND OVER COMMON IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO THE CLOCK TOWER, SIDEWALKS, LANDSCAPED AREAS AND POND FOR PEDESTRIAN INGRESS, EGRESS, ACCESS AND FOR PASSIVE RECREATIONAL PURPOSES OVER THE FOLLOWING DESCRIBED LAND: LOTS 1,2,3,4,6,7,8,9 AND 10 IN OFFICE PARK OF HINSDALE, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 39 NORTH, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 2002, AS DOCUMENT E2002-243817, IN DUPAGE COUNTY ILLINOIS.

Commonly Known As: 2 Salt Creek Lane, Hinsdale IL, 60521
PIN: 09-01-207-012

EXHIBIT B

FINDINGS OF FACT AND RECOMMENDATION OF THE PLAN COMMISSION

(ATTACHED)

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS
COUNTY OF DUPAGE)

CLERK'S CERTIFICATE

I, Emily Tompkins, Clerk of the Village of Hinsdale, in the Counties of DuPage and Cook, State of Illinois, do hereby certify that the attached and foregoing is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE VILLAGE OF
HINSDALE RELATIVE TO PROPERTY LOCATED AT
2 SALT CREEK LANE – MOUSE AUTOMOTIVE**

which Ordinance was passed by the Board of Trustees of the Village of Hinsdale at a Regular Village Board Meeting on the ____ day of _____, 2023, at which meeting a quorum was present, and approved by the President of the Village of Hinsdale on the ____ day of _____, 2023.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Hinsdale was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Hinsdale, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Hinsdale, this ____ day of _____, 2023.

Village Clerk

[SEAL]

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN EXTERIOR APPEARANCE PLAN AND SITE PLAN FOR DEVELOPMENT OF A LUXURY AUTO DEALERSHIP AT 2 SALT CREEK LANE – MOUSE AUTOMOTIVE

WHEREAS, an application (the “Application”) for a Site Plan and Exterior Appearance Plan approval related to the construction of a two-story, 38,367 square foot building to be used as a luxury automobile dealership with interior showrooms, automobile repair services, offices, and an interior parking garage for vehicle storage on a vacant 2.2-acre property (collectively, the “Proposed Improvements”) on the currently vacant property located at 2 Salt Creek Lane (the “Subject Property”) was filed by Mouse Automotive (the “Applicant”). The Subject Property is legally described in **Exhibit A** attached hereto and made a part hereof. The Proposed Improvements are depicted in the Exterior Appearance and Site Plans attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, concurrent requests to rezone the Subject Property from O-3 General Office Zoning District to B-3 General Business District and for a parking variation have also been filed and are considered in separate ordinances; and

WHEREAS, the Application has been referred to the Plan Commission of the Village and has been processed in accordance with the Hinsdale Zoning Code (“Zoning Code”), as amended; and

WHEREAS, on February 8, 2023, the Plan Commission of the Village of Hinsdale reviewed the Application at a public meeting pursuant to notice given in accordance with the Zoning Code; and

WHEREAS, the Plan Commission, after considering all of the testimony and evidence presented at the public meeting, recommended approval of the proposed Exterior Appearance and Site Plan on a vote of seven (7) ayes, and zero (0) nays, all as set forth in the Plan Commission’s Findings and Recommendation in this case (“Findings and Recommendation”), a copy of which is attached hereto as **Exhibit C** and made a part hereof; and

WHEREAS, the President and Board of Trustees have duly considered the Findings and Recommendation of the Plan Commission, and all of the materials, facts and circumstances affecting the Application, and find that the Application, with the addition of certain conditions as set forth below, satisfies the standards established in subsection 11-604F of the Zoning Code governing site plan review, and the standards established in subsection 11-606E of the Zoning Code governing exterior appearance review, subject to the conditions stated in this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties and State of Illinois, as follows:

SECTION 1: Recitals. The foregoing recitals are incorporated into this Ordinance by this reference as findings of the President and Board of Trustees.

SECTION 2: Adoption of Findings and Recommendation. The President and Board of Trustees of the Village of Hinsdale approve and adopt the findings and recommendation of the Plan Commission, a copy of which is attached hereto as **Exhibit C** and made a part hereof, and incorporate such findings and recommendation herein by reference as if fully set forth herein.

SECTION 3: Approval of Exterior Appearance and Site Plans. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Sections 11-604 and 11-606 of the Hinsdale Zoning Code, approves the Exterior Appearance and Site Plans attached to, and by this reference, incorporated into this Ordinance as **Exhibit B** (the "Approved Plans"), subject to the conditions set forth in Section 4 of this Ordinance.

SECTION 4: Conditions on Approvals. The approvals granted in Section 3 of this Ordinance are expressly subject to all of the following conditions:

- A. **Compliance with Plans.** All work on the exterior of the Subject Property shall be undertaken only in strict compliance with the Approved Plans attached as **Exhibit B**.
- B. **Compliance with Codes, Ordinances, and Regulations.** Except as specifically set forth in this Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and improvement shall comply with all Village codes, ordinances, and regulations at all times.
- C. **Building Permits.** The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.
- D. **Recorded Private Easement and Encroachment Agreement.** The Applicant must provide, prior to the issuance of any building permits, a recorded private easement and encroachment agreement with the adjacent property at 901 N. Elm Street for the shared access drive and the minor encroachment of the parking areas on 2 Salt Creek Lane, as required by Section 9-104(D)(4) of the Zoning Code. The documents must be reviewed by and acceptable to the Village attorney.

SECTION 5: Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance, or of any applicable code, ordinance, or regulation of the Village, shall be grounds for rescission by the Board of Trustees of the approvals set forth in this Ordinance.

SECTION 6: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict are hereby repealed.

SECTION 7: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

ADOPTED this _____ day of _____, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2023, and attested to by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

Emily Tompkins, Village Clerk

ACKNOWLEDGEMENT AND AGREEMENT BY THE APPLICANT TO THE CONDITIONS OF THIS ORDINANCE:

By: _____

Its: _____

Date: _____, 2023

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

PARCEL 1: LOT 7 IN OFFICE PARK OF HINSDALE, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 2022, AS DOCUMENT R2002-243817, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: NON-EXCLUSIVE PERPETUAL EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AGREEMENT RECORDED JUNE 11, 1973 AS DOCUMENT R73-33823 AS AMENDED BY DOCUMENTS R73-35331, R81-2365 AND R2001-197280, DESCRIBED IN RIDER DESCRIPTIONS 2, 4 AND 6 ATTACHED THERETO, AND BY EASEMENT GRANT RECORDED JANUARY 18, 1989 AS DOCUMENT R89-006821 AS AMENDED BY DOCUMENT R89-072896, AND AS CREATED BY EASEMENT GRANT RECORDED JUNE 20, 1989 AS DOCUMENT R89-07897, DESCRIBED AS EXHIBITS C1 THROUGH C5 ATTACHED THERETO, AND ALSO AS CREATED BY LICENSE AGREEMENT RECORDED JUNE 11, 1973 AS DOCUMENT R73-33822, AS SUPPLEMENTED BY SUPPLEMENTAL DECLARATION OF LICENSE RECORDED AS DOCUMENT R77-117083 AND SUPPLEMENTAL DECLARATION OF LICENSE RECORDED AS DOCUMENT R79-107322, FOR THE PURPOSES OF INGRESS AND EGRESS OVER, UPON, AND ACROSS EASEMENT PREMISES.

PARCEL 3: A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF EASEMENTS AND OPERATING COVENANTS RECORDED MAY 29, 2003, AS DOCUMENT R2003-200111, AND RE-RECORDED JANUARY 10, 2006 AS DOCUMENT R2006-0005825 AND AMENDED BY AMENDMENT RECORDED FEBRUARY 27, 2012 AS DOCUMENT R2012-024784 FOR THE PURPOSE OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS UPON THE ROADWAYS; REPAIR, REPLACEMENT AND RENEWAL OF UTILITY IMPROVEMENTS; RETENTION, DETENTION AND DRAINAGE OF WATER; AND OVER COMMON IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO THE CLOCK TOWER, SIDEWALKS, LANDSCAPED AREAS AND POND FOR PEDESTRIAN INGRESS, EGRESS, ACCESS AND FOR PASSIVE RECREATIONAL PURPOSES OVER THE FOLLOWING DESCRIBED LAND: LOTS 1,2,3,4,6,7,8,9 AND 10 IN OFFICE PARK OF HINSDALE, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 39 NORTH, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 2002, AS DOCUMENT E2002-243817, IN DUPAGE COUNTY ILLINOIS.

COMMONLY KNOWN AS: 2 Salt Creek Lane, Hinsdale, Illinois 60521
PIN: 09-01-207-012

EXHIBIT B

APPROVED EXTERIOR APPEARANCE AND SITE PLANS

(ATTACHED)

EXHIBIT C

FINDINGS AND RECOMMENDATION OF THE PLAN COMMISSION

(ATTACHED)

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Emily Tompkins, Clerk of the Village of Hinsdale, in the Counties of DuPage and Cook, State of Illinois, do hereby certify that the attached and foregoing is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

ORDINANCE NO. _____

**AN ORDINANCE APPROVING AN EXTERIOR APPEARANCE PLAN AND SITE
PLAN FOR DEVELOPMENT OF A LUXURY AUTO DEALERSHIP AT 2 SALT
CREEK LANE – MOUSE AUTOMOTIVE**

which Ordinance was passed by the Board of Trustees of the Village of Hinsdale at a Regular Village Board Meeting on the ____ day of _____, 2023, at which meeting a quorum was present, and approved by the President of the Village of Hinsdale on the ____ day of _____, 2023.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Hinsdale was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Hinsdale, and that the result of said vote was as follows, to-wit:

AYES: _____
NAYS: _____
ABSENT: _____

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Hinsdale, this ____ day of _____, 2023.

Village Clerk

[SEAL]

**FINDINGS OF FACT AND RECOMMENDATION
OF THE HINSDALE PLAN COMMISSION
TO THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES**

APPLICATION: Case A-37-2022 – 2 Salt Creek Lane – Map Amendment and Exterior Appearance / Site Plan Review to allow for the development of a luxury car dealership on a 2.2-acre site at 2 Salt Creek Lane – Request by Mouse Automotive

PROPERTY: 2 Salt Creek Lane (09-01-207-012)

APPLICANT: Mouse Automotive

REQUEST: Map Amendment, Exterior Appearance and Site Plan Review

PLAN COMMISSION (PC) REVIEW: February 8, 2023

BOARD OF TRUSTEES 1ST READING: May 16, 2023

SUMMARY OF REQUEST: The Village of Hinsdale received an application from Mouse Automotive requesting approval of an Exterior Appearance / Site Plan Review and Map Amendment to allow for the development of a 2.2-acre property located at 2 Salt Creek Lane into a luxury car dealership for McLaren Chicago. The proposed Map Amendment will entail the rezoning of the property from the O-3 General Office District to the B-3 General Business District. New and used motor vehicle dealers on lots abutting Ogden Avenue are classified as a permitted use in the B-3 District. The applicant will be required to obtain separate approval of a variation from the Zoning Board of Appeals and the Board of Trustees to allow for a reduction to parking.

The site has been vacant since 2012 following the demolition of a two-story office building. The former parking lot, dumpster enclosure, decorative fence, and underground stormwater vault remain on site. The property is located in the Hinsdale Office Park and is subject to private covenants controlled by the Owners Association. The Office Park of Hinsdale Owners Association has provided a no objection letter to the Village and is working with the applicant on finalizing an easement agreements.

The property is surrounded by a mix of office and commercial uses. Multi-tenant office buildings, medical office buildings, and a detention pond are located to the north, east, and west of the site in the O-3 District. Automobile dealerships and a bank are located to the south across Ogden Avenue in the B-3 District. Specifically, three automobile dealerships are located on the neighboring blocks to the south of the site (Land Rover at 336 E. Ogden Avenue, Continental / Ferrari at 420 E. Ogden Avenue, Current Automotive at 300 E. Ogden Avenue).

There are no properties in a Single-Family Residential District located within 250 feet of the site. The closest single-family property is located in the R-4 District approximately 475 feet to the south on Oak Street across Ogden Avenue. The Graue Mill County Condominium subdivision is located approximately 780 feet from the north of the site in the R-5 District.

PUBLIC HEARING SUMMARY: On January 11, 2023, the Plan Commission scheduled the public hearing for this application. A public hearing for the submitted applications was held on Wednesday, February 8, 2023, in Memorial Hall, in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois, pursuant to a notice published in *The Hinsdalean* on January 19, 2023. A copy of the published notice is attached hereto as Exhibit 1 and made a part hereof. Mailed notice was sent to nearby property owners and a sign was posted by the applicant, as required by the Village's Zoning Ordinance ("Zoning Code"). In addition, the Village publicized the public hearing on its website.

At the duly and properly noticed public hearing, Anastas Shkurti, the attorney for the project with Robbins DiMonte, Michael Marzano, representing the applicant Mouse Automotive, and Jerry Mortier, representing the project architect The Redmond Company, provided a presentation to the Plan Commission on the proposed development.

Following the presentation, the Plan Commission members asked the applicant questions and provided feedback on the project. The applicant responded to the questions by the Plan Commission members. Topics discussed during the public hearing included the expansion of the underground stormwater vault, the proposed ornamental fencing for security purposes around the parking lot that will match the existing fence on site, the proposed building materials, and access to the site. There was a discussion on the proposed conceptual signage shown on the plans, which will be reviewed separately for approval by the Plan Commission in the future.

Several Commissioners noted they liked the architectural design and appearance of the building, the sales tax generation from the proposed use, and the landscaping and screening provided on site.

There was a conversation on the proposed operations for the dealership. Mr. Marzano noted that the majority of the vehicle service operations will entail picking up cars from a customer's location. There was then a discussion on the loading area and site design, where Mr. Mortier noted that the parking lot and loading area were configured to allow for vehicle delivery. The applicant confirmed that test drives for vehicles will not occur in adjacent residential areas.

There was a discussion on the trees to be preserved and removed on site. Mr. Mortier noted that a few trees along Ogden Avenue would be removed for visibility to the building, but they are preserving as many trees as possible.

One Commissioner asked about the design of the rear elevation and the lack of windows. The applicant noted that the rear elevation was designed based on the second-floor parking garage. The rendering also is missing the proposed landscaping that will be planted that will soften the architecture of the building.

The existing locations of Mouse Automotive, the name of the dealership, and sales tax generation were also discussed. The applicant stated that they hope to open by the end of 2024.

Testimony was taken and heard by the Plan Commission on application requests. No members of the public provided comment at the meeting. Staff did not receive feedback or comments from members of the public prior to the meeting. There being no questions or members of the public wishing to speak on the application, the public hearing was closed.

A transcript of the public hearing is attached hereto as Exhibit 2 and made a part hereof.

MOTION AND RECOMMENDATION: On February 8, 2023, the Plan Commission made the following motion on the proposed Map Amendment and Exterior Appearance and Site Plan Review.

A motion was made by Commissioner Krillenberger, seconded by Commissioner Willobee, to recommend to the Village Board approval of Case A-37-2022, a Map Amendment and Exterior Appearance / Site Plan Review to allow for the development of a luxury car dealership on a 2.2-acre site at 2 Salt Creek Lane, as submitted. The motion carried by the roll call vote of seven (7) ayes and zero (0) nays, with two (2) absent, as follows:

AYES:	Commissioners Curry, Krillenberger, Hurley, Crnovich, Willobee, Moore and Chairman Cashman
NAYS:	None
ABSTAIN:	None
ABSENT:	Commissioners Jablonksi and Fiascone

FINDINGS ON THE PROPOSED MAP AMENDMENT: The Plan Commission, based upon the evidence presented at the public hearing, and pursuant to Section 11-601(E) of the Hinsdale Zoning Code, made the following Findings as to the Proposed Map Amendment:

STANDARDS FOR APPROVING MAP AMENDMENT: Section 11-601(E) of the Zoning Code provides that the wisdom of amending the zoning map or the text of the Zoning Code is a matter committed to the sound legislative discretion of the board of trustees and is not dictated by any set standard. However, in determining whether a proposed amendment should be granted or denied the board of trustees should be guided by the principle that its power to amend this code is not an arbitrary one but one that may be exercised only when the public good demands or requires the amendment to be made. In considering whether that principle is satisfied in any particular case, the Board of Trustees should weigh, among other factors, certain factors:

1. The consistency of the proposed amendment with the purposes of this code.
2. The existing uses and zoning classifications for properties in the vicinity of the subject property.
3. The trend of development in the vicinity of the subject property, including changes, if any, in such trend since the subject property was placed in its present zoning classification.
4. The extent, if any, to which the value of the subject property is diminished by the existing zoning classification applicable to it.
5. The extent to which any such diminution in value is offset by an increase in the public health, safety, and welfare.
6. The extent, if any, to which the use and enjoyment of adjacent properties would be affected by the proposed amendment.
7. The extent, if any, to which the value of adjacent properties would be affected by the proposed amendment.
8. The extent, if any, to which the future orderly development of adjacent properties would be affected by the proposed amendment.
9. The suitability of the subject property for uses permitted or permissible under its present zoning classification.
10. The availability of adequate ingress to and egress from the subject property and the extent to which traffic conditions in the immediate vicinity of the subject property would be affected by the proposed amendment.
11. The availability of adequate utilities and essential public services to the subject property to accommodate the uses permitted or permissible under its present zoning classification.
12. The length of time, if any, that the subject property has been vacant, considered in the context of the pace of development in the vicinity of the subject property.
13. The community need for the proposed amendment and for the uses and development it would allow.

MAP AMENDMENT FINDINGS: The Plan Commission found that a Map Amendment to allow for the rezoning of the subject property from the O-3 General Office District to the B-3 General Business District is generally consistent with the purposes of the Zoning Code. The proposed Map Amendment is consistent with the existing uses and zoning classifications for the properties in the vicinity and the property will be suitable for the proposed luxury car dealership upon rezoning to the B-3 District.

The subject property is located on Ogden Avenue across from existing properties in the B-3 District. In the B-3 District, new and used motor vehicle dealers on lots abutting Ogden Avenue are classified as a permitted use. The B-3 District is intended to serve the Hinsdale suburban community with a full range

of locally oriented business uses commonly located along established traffic routes and is a more generalized commercial district designed for established areas of heavier vehicular traffic.

The property is surrounded by a mix of commercial and office uses. The proposed luxury car dealership is consistent with the existing car dealerships located nearby on the south of Ogden Avenue that are in the B-3 District: Land Rover at 336 E. Ogden Avenue; Continental / Ferrari at 420 E. Ogden Avenue; and, Current Automotive at 300 E. Ogden Avenue.

The development trends in the vicinity of the subject property have been towards business and commercial development and away from office development. Market-wide, office space vacancies are at high levels, and such use does not generate sales tax revenue. These factors contribute to the existing zoning classification diminishing the value of 2 Salt Creek Lane as it has been underused for over a decade. The public health, safety, and welfare of the local community does not benefit from the diminution in value to 2 Salt Creek Lane from its existing O-3 District zoning classification as it has been vacant since 2012 and all redevelopment efforts since have failed up to this point. The proposed use of a luxury car dealership under the McLaren brand is the best-case scenario for this specific lot because it will permit a long-term solution for the subject property, generate sales tax revenue for the Village, and enhance the values of the neighboring properties.

The proposed Map Amendment will not diminish the public health, safety, and welfare of the area and will positively affect the enjoyment and the use of adjacent properties. There are no properties in a Single-Family Residential District located within 250 feet of the site. The closest single-family property is located in the R-4 District approximately 475 feet to the south on Oak Street across Ogden Avenue. The Graue Mill County Condominium subdivision is located approximately 780 feet from the north of the site in the R-5 District.

The proposed luxury car dealership will fit within the context of the neighboring commercial area and adjacent car dealerships. Mouse Automotive / McLaren Chicago is a unique, non-traditional luxury car dealership with exceptionally low intensity, low traffic, and low on-site unit sales. About 80% of vehicle sales take place online and an enclosed hauler handles 90-95% of the delivery and pick-up of serviced vehicles. The dealership projects no more than 20 total new and used cars sales per month including online sales. The proposed use will generate significantly less vehicular traffic than an administrative or medical office space building of smaller size. The proposed development will provide adequate ingress and egress to the new McLaren Chicago dealership. Access to the parking lot will remain at the same location where it is currently located from Tower Drive. No access will be provided from Salt Creek Lane or Ogden Avenue. The current configuration will create no negative impacts on vehicular traffic patterns.

The proposed Map Amendment will not negatively impact the future development of adjacent properties and will benefit the community by re-developing a site that has been vacant and underused for over 10 years. McLaren Chicago will be single-use, low intensity, and self-contained development and it will not impact any adjacent properties that seek to re-develop.

The utilities and essential public services currently available at the site are adequate to accommodate the use. The amendment will not further tax public utilities and facilities in the area. In any event, the development will upgrade the water main along Ogden from a 6" line to an 8" line. The existing underground storm trap structure may be expanded as necessary. Communications with ComEd have begun to relocate any easement that runs through the site.

FINDINGS ON THE EXTERIOR APPEARANCE AND SITE PLAN REVIEW: In recommending approval of the Exterior Appearance and Site Plan Review, the Plan Commission determined the standards set forth in Section 11-604(F) and Section 11-606(F) of the Village's Zoning Code have been met.

Commissioners noted that proposed plans met several of the standards for approval identified in the Zoning Code. With the exception of the requested parking variation, the proposed site plan meets the standards of the Zoning Code (Section 11-604(F)(1)(a)).

The proposed site plan provides ample landscaping and preserves the majority of trees on site (Section 11-604(F)(1)(e) and (i)). The proposed site plan will not create undue traffic congestion or hazards on public streets, and the circulation of elements of the site plan will not unreasonably create vehicular or pedestrian hazards, as determined in the submitted traffic study and based on the specific operations of the proposed luxury car dealership (Section 11-604(F)(1)(g)). The existing site also utilizes existing driveways and access to the site from Tower Drive. The applicant intends to increase the size of the existing underground stormwater vault and utilities existing utility systems servicing the site (Section 11-604(F)(1)(k) and (l)). The proposed architectural design and building materials are of a high-quality design and are respectful to the character of and will be compatible with the neighboring area and buildings (Section 11-605(E)(1) and (2)).

RECOMMENDATION: Based on the findings set forth above, the Village of Hinsdale Plan Commission, by a vote of seven (7) ayes and zero (0) nays, with two (2) absent, recommend approval of Case A-37-2022, a Map Amendment and Exterior Appearance / Site Plan Review to allow for the development of a luxury car dealership on a 2.2-acre site at 2 Salt Creek Lane, as submitted.

Signed: _____

Stephen J. Cashman

Steve Cashman, Chair
Plan Commission
Village of Hinsdale

Date: _____

03/08/23

**VILLAGE OF HINSDALE
NOTICE OF PLAN COMMISSION
PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN to all persons that the Village of Hinsdale Plan Commission shall conduct a public hearing on Wednesday, February 8, 2023 at 7:30 p.m. in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois for the purpose of considering an application from Mouse Automotive for an Exterior Appearance / Site Plan Review and Map Amendment to allow for the development of a 2.2-acre property located at 2 Salt Creek Lane into a luxury car dealership for McLaren Chicago. The proposed Map Amendment will entail the rezoning of the property from the O-3 General Office District to the B-3 General Business District. New and used motor vehicle dealers on lots abutting Ogden Avenue are classified as a permitted use in the B-3 District. The applicant will be required to obtain separate approval of a variation from the Zoning Board of Appeals and the Board of Trustees to allow for a reduction to parking. This request is known as Case A-37-2022.

Copies of documents relating to the proposed request are on file and available for public inspection during regular Village business hours in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois.

The common address is 2 Salt Creek Lane, Hinsdale IL, 60521 (PIN: 09-01-207-012) and legally described as follows:

PARCEL 1: LOT 7 IN OFFICE PARK OF HINSDALE, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 2022, AS DOCUMENT R2002-243817, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: NON-EXCLUSIVE PERPETUAL EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AGREEMENT RECORDED JUNE 11, 1973 AS DOCUMENT R73-33823 AS AMENDED BY DOCUMENTS R73-35331, R81-2365 AND R2001-197280, DESCRIBED IN RIDER DESCRIPTIONS 2, 4 AND 6 ATTACHED THERETO, AND BY EASEMENT GRANT RECORDED JANUARY 18, 1989 AS DOCUMENT R89-006821 AS AMENDED BY DOCUMENT R89-072896, AND AS CREATED BY EASEMENT GRANT RECORDED JUNE 20, 1989 AS DOCUMENT R89-07897, DESCRIBED AS EXHIBITS C1 THROUGH C5 ATTACHED THERETO, AND ALSO AS CREATED BY LICENSE AGREEMENT RECORDED JUNE 11, 1973 AS DOCUMENT R73-33822, AS SUPPLEMENTED BY SUPPLEMENTAL DECLARATION OF LICENSE RECORDED AS DOCUMENT R77-117083 AND SUPPLEMENTAL DECLARATION OF LICENSE RECORDED AS DOCUMENT R79-107322, FOR THE PURPOSES OF INGRESS AND EGRESS OVER, UPON, AND ACROSS EASEMENT PREMISES.

PARCEL 3: A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF EASEMENTS AND OPERATING COVENANTS RECORDED MAY 29, 2003, AS DOCUMENT R2003-200111, AND RE-RECORDED JANUARY 10, 2006 AS DOCUMENT R2006-0005825 AND AMENDED BY AMENDMENT RECORDED FEBRUARY 27, 2012 AS DOCUMENT R2012-024784 FOR THE PURPOSE OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS UPON THE ROADWAYS; REPAIR, REPLACEMENT AND RENEWAL OF UTILITY IMPROVEMENTS; RETENTION, DETENTION AND DRAINAGE OF WATER; AND OVER COMMON IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO THE CLOCK TOWER, SIDEWALKS, LANDSCAPED AREAS AND POND FOR PEDESTRIAN INGRESS, EGRESS,

ACCESS AND FOR PASSIVE RECREATIONAL PURPOSES OVER THE FOLLOWING DESCRIBED LAND: LOTS 1,2,3,4,6,7,8,9 AND 10 IN OFFICE PARK OF HINSDALE, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 39 NORTH, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 2002, AS DOCUMENT E2002-243817, IN DUPAGE COUNTY ILLINOIS.

At said public hearing, the Plan Commission shall accept all testimony and evidence pertaining to said application and shall consider any and all possible zoning actions, including the granting of any necessary special permits, variations, other special approvals, or amendments to the Zoning Code that may be necessary or convenient to permit development of the proposed type at the described property. All interested persons are invited to attend and be heard.

Dated: January 12, 2023

Andrianna Peterson, Acting Village Clerk

To be published in the Hinsdalean on January 19, 2023

STATE OF ILLINOIS)
) ss:
COUNTY OF DU PAGE)

BEFORE THE HINSDALE PLAN COMMISSION

In the Matter of:)
)
)
Map Amendment and Exterior)
Appearance/Site Plan)
Review, 2 Salt Creek Lane,)
Case A-37-2022,)
Mouse Automotive.)

REPORT OF PROCEEDINGS had and testimony
taken at the hearing of the above-entitled
matter, before the Hinsdale Plan Commission, at
19 East Chicago Avenue, Hinsdale, Illinois, on
February 8, 2023, at the hour of 7:30 p.m.

BOARD MEMBERS PRESENT:

MR. STEPHEN CASHMAN, Chairman;
MR. MARK WILLOBEE, Member;
MR. SCOTT MOORE, Member;
MS. CYNTHIA CURRY, Member;
MR. PATRICK HURLEY, Member;
MR. JIM KRILLENBERGER, Member and
MS. JULIE CRNOVICH, Member.

<div>2</div> <div>1 ALSO PRESENT:</div> <div>2 MS. BETHANY SALMON, Village Planner;</div> <div>3 MR. ANASTAS SHKURTI, Attorney for</div> <div>4 Petitioner;</div> <div>5 MR. MIKE MARZANO, Dealer/Developer;</div> <div>6 MR. JERRY MORTIER, Architect for</div> <div>7 Petitioner.</div> <hr/> <div>8 CHAIRMAN CASHMAN: We have one Public</div> <div>9 Hearing tonight, Case A-37-2022, 2 Salt Creek</div> <div>10 Lane, for a map amendment, exterior appearance/</div> <div>11 site plan review to allow a luxury car</div> <div>12 dealership on a 2.2 acre site at 2 Salt Creek</div> <div>13 Lane. Request by Mouse Automotive.</div> <div>14 And we need to have a motion to</div> <div>15 open the Public Hearing.</div> <div>16 MS. CRNOVICH: So moved.</div> <div>17 MR. KRILLENBERGER: Second.</div> <div>18 CHAIRMAN CASHMAN: Roll call, please,</div> <div>19 Bethany.</div> <div>20 MS. SALMON: Commissioner Curry?</div> <div>21 MS. CURRY: Aye.</div> <div>22 MS. SALMON: Commissioner Krillenberger?</div>	<div>4</div> <div>1 Anastas Shkurti. I'm a partner with the Law</div> <div>2 Firm of Robbins DiMonte and also would like to</div> <div>3 thank Bethany here, the village staff, for</div> <div>4 helping us, guiding us through the application</div> <div>5 process that we are bringing here before you</div> <div>6 today.</div> <div>7 The applicants recently purchased</div> <div>8 2 Salt Creek Lane and wants to develop the site</div> <div>9 into a luxury car dealership for McLaren</div> <div>10 Chicago.</div> <div>11 For this purpose we have submitted</div> <div>12 a map amendment application to rezone the site</div> <div>13 from the O-3 general office district to the B-3</div> <div>14 general business district and we also have</div> <div>15 submitted an exterior appearance and site plan</div> <div>16 review application.</div> <div>17 The applicant's chief operating</div> <div>18 officer, Mr. Mike Marzano, is here to address</div> <div>19 the dealership's current and projected</div> <div>20 operations and our architect, Mr. Jerry Mortier,</div> <div>21 is also available to provide a review of the</div> <div>22 technical aspects of the site plan review and of</div>
<div>3</div> <div>1 MR. KRILLENBERGER: Aye.</div> <div>2 MS. SALMON: Commissioner Hurley?</div> <div>3 MR. HURLEY: Aye.</div> <div>4 MS. SALMON: Commissioner Crnovich?</div> <div>5 MS. CRNOVICH: Aye.</div> <div>6 MS. SALMON: Commissioner Willobee?</div> <div>7 MR. WILLOBEE: Aye.</div> <div>8 MS. SALMON: Commissioner Moore?</div> <div>9 MR. MOORE: Aye.</div> <div>10 MS. SALMON: Chairman Cashman?</div> <div>11 CHAIRMAN CASHMAN: Aye.</div> <div>12 Is there anyone we need to swear</div> <div>13 in, applicants or anyone of the public that</div> <div>14 would like to speak, stand up.</div> <div>15 (WHEREUPON, the oath was</div> <div>16 administered to Mr. Shkurti,</div> <div>17 Mr. Mortier, Mr. Marzano.)</div> <div>18 CHAIRMAN CASHMAN: Welcome. If you</div> <div>19 would like to give us an overview of your</div> <div>20 packet.</div> <div>21 MR. SHKURTI: Good evening, everyone.</div> <div>22 Thank you for having us tonight. My name is</div>	<div>5</div> <div>1 the positive standards that you will consider in</div> <div>2 approving these applications.</div> <div>3 On my end, I will provide a brief</div> <div>4 summary of the project and review the map</div> <div>5 amendment standards and the other so-called</div> <div>6 negative standards that are associated with site</div> <div>7 plan review and after this introduction, we will</div> <div>8 open up the floor to your questions and any</div> <div>9 other questions from the public.</div> <div>10 McLaren Chicago is a unique and</div> <div>11 nontraditional automotive dealership and it</div> <div>12 specializes in selling modern luxury high-</div> <div>13 performance super cars.</div> <div>14 If approved, this project will</div> <div>15 become the largest McLaren dealership in North</div> <div>16 America and this will place Hinsdale on the</div> <div>17 international racing map and we are superexcited</div> <div>18 to bring this project here to you.</div> <div>19 The proposed facility has a unique</div> <div>20 design and it is a great fit for the location.</div> <div>21 The acquisition and the state-of-the-art</div> <div>22 build-out costs in excess of \$12 million and it</div>

<p style="text-align: center;">6</p> <p>1 will create several new jobs.</p> <p>2 The site plan consists of a 2-story</p> <p>3 38,367 square foot building with the net area of</p> <p>4 about 32,619 square feet with 46 exterior</p> <p>5 parking stalls.</p> <p>6 The building has two interior</p> <p>7 showrooms/service bays, offices and an interior</p> <p>8 parking garage for vehicle storage. The</p> <p>9 facility has enough indoor parking for all</p> <p>07:39PM 10 projected vehicle inventory both for sale and</p> <p>11 for service.</p> <p>12 The site plan provides for</p> <p>13 approximately 65 indoor parking stalls. Those</p> <p>14 are 19 for the 2 showrooms. The cars will be</p> <p>15 displayed on the first and second floor and then</p> <p>16 there are 12 service bays in the first floor and</p> <p>17 then 34 parking stalls in the parking facility</p> <p>18 in the second floor.</p> <p>19 As Mr. Marzano will explain later,</p> <p>07:40PM 20 McLaren Chicago has a significantly lower</p> <p>21 intensity use than a typical car dealership and</p> <p>22 the site will be accessible from the two</p>	<p style="text-align: center;">8</p> <p>1 Ogden Avenue and it's located in Hinsdale office</p> <p>2 park. The site is severely underused with a</p> <p>3 history of unsuccessful attempts to develop.</p> <p>4 The last building onsite was demolished in 2012.</p> <p>5 The site is surrounded by a mix of</p> <p>6 office and commercial uses. There are no</p> <p>7 residential districts adjacent to the site and</p> <p>8 there are no properties in the single-family</p> <p>9 residential district within 250 feet of the</p> <p>07:41PM 10 site.</p> <p>11 On the north, east and west we have</p> <p>12 multi-tenant office buildings, medical office</p> <p>13 buildings and a detention pond all in the O-3</p> <p>14 district. And then to the south of Ogden</p> <p>15 Avenue, all lots immediately adjacent to the</p> <p>16 site are zoned B-3.</p> <p>17 There is the Chase bank at 400 East</p> <p>18 Ogden, and then 3 car dealerships, Land Rover at</p> <p>19 336 East Ogden, Continental Ferrari at 420 East</p> <p>07:42PM 20 Ogden and Current Automotive at 300 East Ogden.</p> <p>21 So having a brand new state-of-the-</p> <p>22 art building housing a high-end dealership like</p>
<p style="text-align: center;">7</p> <p>1 existing curb cuts on the north property line of</p> <p>2 Tower Drive, which is a private road in the</p> <p>3 office park of Hinsdale. No new curb cuts are</p> <p>4 planned.</p> <p>5 For enhanced security, a three-foot</p> <p>6 tall black open decorative fence matching the</p> <p>7 existing fencing onsite will be installed around</p> <p>8 the perimeter of the parking lot. A gate will</p> <p>9 be installed on the west driveway and a</p> <p>07:40PM 10 retractable bollard will be installed on the</p> <p>11 east driveway.</p> <p>12 First, in order for this project to</p> <p>13 become a reality, the subject site must be</p> <p>14 rezoned through a map amendment.</p> <p>15 The current classification 0-3 does</p> <p>16 not permit any car dealerships, however, the B-3</p> <p>17 business district classification permits new and</p> <p>18 used motor vehicle dealers on lots abutting</p> <p>19 Ogden Avenue.</p> <p>07:41PM 20 And the references to the</p> <p>21 applicable code sections are in the staff memo.</p> <p>22 The site lies immediately north of</p>	<p style="text-align: center;">9</p> <p>1 McLaren on the site will fit very well with the</p> <p>2 surrounding uses.</p> <p>3 The applicant has provided answers</p> <p>4 to all map amendment standards in the recent</p> <p>5 application and I'll review them briefly for</p> <p>6 you.</p> <p>7 First, the proposed amendment is</p> <p>8 consistent with the purpose of the village code.</p> <p>9 The code already contemplates and permits new</p> <p>07:42PM 10 car dealerships along Ogden Avenue in the B-3</p> <p>11 district. And then once rezoned, the site plan</p> <p>12 will satisfy all bulk and height regulations.</p> <p>13 Secondly, the proposed dealership</p> <p>14 will be a great fit for the existing uses and</p> <p>15 zoning classifications for the properties in the</p> <p>16 vicinity.</p> <p>17 3. The development trends in the</p> <p>18 vicinity have been towards business and</p> <p>19 commercial development and away from office</p> <p>07:43PM 20 development. Market-wide, office space</p> <p>21 vacancies are at a record high and such office</p> <p>22 uses do not generate any sales tax revenue for</p>

<p style="text-align: center;">10</p> <p>1 the village.</p> <p>2 4. The existing zoning</p> <p>3 classification, all three, diminishes the value</p> <p>4 of the site because it has been underused for</p> <p>5 over a decade. The last building on the site,</p> <p>6 as we said, was demolished in 2012.</p> <p>7 5. The public health, safety and</p> <p>8 welfare of the local community does not benefit</p> <p>9 from the diminution in value to the site from</p> <p>07:43PM 10 its existing O-3 zoning. The site has been</p> <p>11 vacant and all previous redevelopment efforts</p> <p>12 since demolition of the building have failed.</p> <p>13 6. The proposed amendment will</p> <p>14 positively affect the enjoyment and the use of</p> <p>15 adjacent properties. This will be a state-of-</p> <p>16 the-art facility and a great fit for the</p> <p>17 location and it will be a very attractive and</p> <p>18 quiet development and a valuable contributor to</p> <p>19 the community.</p> <p>07:44PM 20 7. The proposed amendment will</p> <p>21 increase and positively affect the value of</p> <p>22 adjacent properties. As stated above, the</p>	<p style="text-align: center;">12</p> <p>1 All traffic that goes in and out of</p> <p>2 the dealership will be limited to the corner of</p> <p>3 the office park and it will not affect the rest</p> <p>4 of the office park and there is currently a</p> <p>5 traffic light at Ogden Avenue and Salt Creek</p> <p>6 Lane. There is also an existing directional</p> <p>7 sign on Salt Creek Lane that directs traffic</p> <p>8 east to Tower Drive and then on to Salt Creek</p> <p>9 Lane which will then guide traffic to the</p> <p>07:45PM 10 dealership.</p> <p>11 11. The utilities and essential</p> <p>12 public services currently available on the site</p> <p>13 are adequate to accommodate the use permitted</p> <p>14 under O-3 zoning classification as well as B-3</p> <p>15 zoning classification. So this amendment will</p> <p>16 not further tax any public utilities and</p> <p>17 facilities in the area.</p> <p>18 12. The site has been vacant for</p> <p>19 over ten years. The nearby properties</p> <p>07:46PM 20 immediately to the south that are zoned B-3 have</p> <p>21 developed at a much faster pace. The recent</p> <p>22 development trends in the vicinity have been</p>
<p style="text-align: center;">11</p> <p>1 building, and as the architect will explain, is</p> <p>2 very attractive, unique, very desirable.</p> <p>3 8. The amendment will have a</p> <p>4 positive impact on the orderly development of</p> <p>5 adjacent properties. This site is the last</p> <p>6 undeveloped parcel in this stretch of Ogden</p> <p>7 Avenue.</p> <p>8 9. The passage of time and the</p> <p>9 economic reality have demonstrated that the site</p> <p>07:44PM 10 is not well-suited for office space use and for</p> <p>11 the O-3 zoning classification which it now has.</p> <p>12 This site has been severely underused for over a</p> <p>13 decade and any plan to develop it as an office</p> <p>14 have not succeeded. As a matter of fact, the</p> <p>15 O-3 zoning classification diminishes the value</p> <p>16 of the site.</p> <p>17 10. The proposed amendment and</p> <p>18 development will provide adequate ingress and</p> <p>19 egress to the new dealership. Access to the</p> <p>07:45PM 20 parking lot will remain in the same location as</p> <p>21 it currently is from Ogden Avenue to Salt Creek</p> <p>22 Lane to Tower Drive and then on to the site.</p>	<p style="text-align: center;">13</p> <p>1 towards business, commercial development and</p> <p>2 away from office development. There is no other</p> <p>3 planned office space development in the vicinity</p> <p>4 that we are aware of.</p> <p>5 13. The proposed amendment is</p> <p>6 needed to allow the redevelopment of this</p> <p>7 underused lot. The proposed luxury car</p> <p>8 dealership under the McLaren brand is the best-</p> <p>9 case scenario for this specific lot because it</p> <p>07:46PM 10 will permit a long-term solution for the subject</p> <p>11 property, generate sales tax revenue for the</p> <p>12 village and it will enhance the value of the</p> <p>13 neighboring properties.</p> <p>14 And then 14, finally. With respect</p> <p>15 to the map amendment application, there is no</p> <p>16 overlay district concerns associated with the</p> <p>17 site plan.</p> <p>18 So that kind of summarizes the 14</p> <p>19 standards that are associated with a map</p> <p>07:46PM 20 amendment application.</p> <p>21 With respect to the site plan</p> <p>22 review application, as you know, there are about</p>

<p style="text-align: center;">14</p> <p>1 16 positive standards and I think about 12 2 negative standards. I'll go through quickly the 3 negative standards and then I'll permit the 4 architect to go ahead with the positive 5 standards and further explanations. 6 First, once the property is rezoned 7 to B-3, the site plan will meet specified 8 standards required by the zoning code and it 9 will exceed all practical standards. 07:47PM 10 2. The site plan does not 11 interfere with any easements or any rights-of-way. 12 A few existing utility easements will be 13 relocated or abandoned as part of this 14 development. And this is all in line with most 15 other new developments. 16 3. The site plan does not create 17 any negative destruction or modification of a 18 natural, topographical or physical features of 19 the site. The site is relatively flat and has 07:47PM 20 been in that condition since the previous 21 building was demolished. 22 4. The site plan will not have any</p>	<p style="text-align: center;">16</p> <p>1 rear of the building and closest to the parking 2 lot to enhance pedestrian access and safety. 3 The applicant has submitted a 4 traffic study report from KLOA which concludes 5 that the existing Tower Drive access ways are 6 sufficient for the traffic to be generated by 7 the use and then the roadway system has 8 sufficient capacity to accommodate the traffic 9 and no additional improvements or modifications 07:49PM 10 are required. 11 As a matter of fact, the dealership 12 is estimated to generate much less peak hour in 13 daily traffic than an approximately 30,000 14 square foot office building, that, you know, is 15 similar to what was previously there or that 16 could be expected in the future in the event 17 that this project doesn't go through. 18 6. The site plan provides abundant 19 screening and shielding away from nearby uses. 07:49PM 20 Jerry will explain that a little bit more, but 21 overall, there shouldn't be any concerns about 22 noise or light penetration into the adjacent</p>
<p style="text-align: center;">15</p> <p>1 negative effects on the surrounding properties. 2 The site is located along the southernmost 3 boundary of the office park. Customers and 4 visitors who drive to the dealership will have 5 minimum contacts with the other office park lots. 6 The entire development is well 7 within the building setbacks and the building 8 area of the lot and the development complements 9 the three dealerships immediately to the south. 07:48PM 10 The site plan and use will be quiet 11 in nature. This will not be a loud development 12 and it is intended to be peaceful and work very 13 well with nature. 14 5. The plan will not create any 15 undue traffic congestion or hazards in the public 16 streets and it will not create inefficient 17 pedestrian or vehicular circulation paths. 18 Access to the parking lot of the 19 development will remain at substantially the 07:48PM 20 same location as it is right now. The site plan 21 guides the visitors to the property. The main 22 customer entrance of the building will be in the</p>	<p style="text-align: center;">17</p> <p>1 lots. 2 7. The structures and landscaping 3 have abundant amenities and are wholly 4 compatible with the nearby structures and uses. 5 The design objective is to exceed landscape 6 ordinance requirements for the B-3 zoning while 7 balancing the overall budget of the project. 8 8. The site plan makes adequate 9 provisions for the creation and preservation of 07:50PM 10 open space and for the continued maintenance. 11 All plantings specified for open space are low 12 maintenance. 13 9. The plan does not create 14 drainage or erosion problems for the site. The 15 development plan is to utilize the existing 16 storm trap structure and then expand it 17 accordingly to accommodate any additional 18 stormwater requirements. 19 10. The plan will seamlessly 07:50PM 20 incorporate the development utilities into the 21 existing utility system and it will not 22 unreasonably burden it. This is a low-intensity</p>

<p style="text-align: center;">18</p> <p>1 use and that will be a lower burden on the 2 village than past developments of this same site 3 or any alternative commercial or office uses. 4 11. There are no required public 5 uses. 6 And 12, finally. The site plan 7 does not adversely affect the public health, 8 safety or general welfare. Instead, and indeed, 9 this project is a great fit for the location. 07:51PM 10 It will be a quiet development and it will still 11 be a valuable contributor to the community with 12 neighboring upscale retailers. This is the best- 13 case scenario for the village given the low 14 intensity and potential tax revenue related to 15 the applicant's high-dollar vehicles. 16 The owners' association also 17 supports the proposal, subject to some 18 conditions that Bethany can explain, or we can 19 answer for you, and McLaren Chicago will be a 07:51PM 20 very wonderful addition to the village and an 21 attraction for the village. 22 So this was my brief summary. I'd</p>	<p style="text-align: center;">20</p> <p>1 concrete wall there to basically end it and then 2 build our building up against it. We will need 3 to expand it because of our impervious, so we 4 will need to enlarge it from what's shown there. 5 MS. CURRY: It's a beautiful structure. 6 MR. MORTIER: Thank you. 7 MS. CURRY: It looks more like a 8 museum; it's beautiful. 9 MR. SHKURTI: The blue area there, 07:53PM 10 that's where the storm -- 11 MR. MORTIER: It's shared between this 12 property and the neighboring property. 13 MS. CURRY: Thank you. 14 CHAIRMAN CASHMAN: Jim? 15 MR. KRILLENBERGER: Mr. Shkurti 16 mentioned a black security fence. I can't find a 17 rendition of that fence. I see it individually. 18 MR. MORTIER: It's low. It's the same 19 fence on the front of the property. 07:53PM 20 MR. SHKURTI: If we could magnify this, 21 you would be able to see that it shows in the 22 legend if you scroll up a little bit.</p>
<p style="text-align: center;">19</p> <p>1 like to open up the floor to questions from you. 2 Mr. Marzano and Mr. Mortier will adequately 3 respond to those but if you have any questions 4 from me specifically, please, feel free to call 5 me up again. Thank you. 6 CHAIRMAN CASHMAN: Thank you. 7 We don't have any questions at this 8 moment. Would you like to continue to present 9 or are you open for questions on the entire 07:52PM 10 application? 11 MR. MARZANO: We are open for questions. 12 MR. MORTIER: We are open for questions. 13 CHAIRMAN CASHMAN: Great. Cynthia? 14 MS. CURRY: I know you talked about the 15 stormwater, there's an underground storm vault. 16 Does that get relocated or -- 17 MR. MORTIER: We are building over a 18 corner of it, just a corner. It's a precast 19 structure, approximately two feet below grade, 07:52PM 20 extends another eight feet down. So what we 21 will do is we will excavate around it, cut off 22 the portion that we need to construct a new</p>	<p style="text-align: center;">21</p> <p>1 MR. MORTIER: It's the same fence 2 that's on the property. 3 MR. SHKURTI: It's 36-inch ornamental 4 fence all the way on top left and side corner. 5 Do you see that? 6 MR. KRILLENBERGER: Yes. 7 MR. SHKURTI: The rendering is there 8 but we had to magnify that. 9 MR. KRILLENBERGER: Correct. It's 07:54PM 10 not -- when you say security fence, I think -- 11 MR. MORTIER: It's that -- basically, 12 that same height. We had it taller. Bethany, 13 to her credit, said don't even bother. 14 MR. SHKURTI: There will be a gate on 15 the western entrance and that will be a 16 retractable bollards on the eastern entrance 17 from Tower Drive so that should allow the 18 maximum security. 19 MR. KRILLENBERGER: I love the 07:54PM 20 aesthetics as long as that's secure enough for 21 you guys. 22 There's also on the same page where</p>

<p style="text-align: center;">22</p> <p>1 that's identified, vertical architectural ribbed</p> <p>2 panel which looks like a border. C 3.</p> <p>3 MR. MORTIER: That's a corrugated metal</p> <p>4 panel. It's an architectural, it's a heavier</p> <p>5 metal with vertical ribs on it.</p> <p>6 MR. KRILLENBERGER: Where is that</p> <p>7 located?</p> <p>8 MR. SHKURTI: We probably have to</p> <p>9 switch the files.</p> <p>07:55PM 10 MR. MORTIER: It's more an accent. If</p> <p>11 you look at the top, you see the white structural</p> <p>12 frame and then along the very top you see that</p> <p>13 light gray, it would be in that location.</p> <p>14 MR. KRILLENBERGER: Okay.</p> <p>15 MR. MORTIER: It's an accent material.</p> <p>16 You will see the vertical wood slats and then</p> <p>17 the alternate of the metal panel.</p> <p>18 MR. KRILLENBERGER: Okay. I'm thrilled</p> <p>19 with what you have done, so I have no other</p> <p>07:55PM 20 questions.</p> <p>21 CHAIRMAN CASHMAN: Pat?</p> <p>22 MR. HURLEY: Yes. Thank you. It looks</p>	<p style="text-align: center;">24</p> <p>1 CHAIRMAN CASHMAN: You mentioned some</p> <p>2 ground signs on that wall.</p> <p>3 MR. MORTIER: There's two brick piers</p> <p>4 now. We are going to take out a section of</p> <p>5 metal fence and put some brick connecting it and</p> <p>6 replace it. See that brick fence, we will place</p> <p>7 some signage on there.</p> <p>8 MR. HURLEY: Wonderful. That's it.</p> <p>9 Thank you.</p> <p>07:56PM 10 CHAIRMAN CASHMAN: Julie?</p> <p>11 MS. CRNOVICH: Thank you for the very</p> <p>12 thorough application in the packet. This rarely</p> <p>13 happens, but I don't have any questions. You</p> <p>14 have covered everything and I love the way the</p> <p>15 building looks. I think it will be a good fit</p> <p>16 for the location. Low impact. I'm not worried</p> <p>17 about a variance request because your cars will</p> <p>18 be inside and I like the tax revenue. Very well</p> <p>19 done.</p> <p>07:57PM 20 MR. KRILLENBERGER: Earlier I didn't</p> <p>21 see it in this presentation, but last month's</p> <p>22 presentation said hardly anybody drives to your</p>
<p style="text-align: center;">23</p> <p>1 wonderful.</p> <p>2 So the only parking is going to be</p> <p>3 on the north side right, northwest, northeast</p> <p>4 corners?</p> <p>5 MR. MORTIER: Correct.</p> <p>6 MR. HURLEY: So I assume that means the</p> <p>7 only entrances to the building are going to be</p> <p>8 on the north side of the building too?</p> <p>9 MR. MORTIER: Off Tower.</p> <p>07:55PM 10 MR. HURLEY: And so the rest of it is</p> <p>11 to the south it's all just essentially open</p> <p>12 window kind of space for visual attraction and</p> <p>13 that kind of stuff?</p> <p>14 MR. MORTIER: Correct. Yes, we have a</p> <p>15 lot of glass on that first floor.</p> <p>16 MR. HURLEY: No, it's great. It looks</p> <p>17 wonderful.</p> <p>18 This is the signage you expect to</p> <p>19 do?</p> <p>07:56PM 20 MR. MORTIER: We will be back in front</p> <p>21 of you with the signage package but at this time</p> <p>22 this is what we are thinking of.</p>	<p style="text-align: center;">25</p> <p>1 dealership. People go and get in their car to</p> <p>2 look. Is that the case? Is that part of the</p> <p>3 reason for the --</p> <p>4 MR. MARZANO: So for service we</p> <p>5 frequently just collect cars and bring them.</p> <p>6 I'd say it's 90 to 95 percent of our business is</p> <p>7 just picking cars up for our customers.</p> <p>8 MR. KRILLENBERGER: And that's the</p> <p>9 national and global experience, Chicago</p> <p>07:57PM 10 experience?</p> <p>11 MR. MARZANO: Mainly. I mean, we</p> <p>12 service a pretty big area. We are in Wisconsin,</p> <p>13 obviously Illinois, some of Michigan, Indiana</p> <p>14 and then when it starts to stretch west, it's</p> <p>15 kind of just a gray area of we take what we can</p> <p>16 get. A lot of work is trucked in and even</p> <p>17 customer deliveries.</p> <p>18 I have a feeling with a new</p> <p>19 building like this, you know, people will want</p> <p>07:58PM 20 to come and see it but that's the goal. I mean</p> <p>21 that's why we made it pretty and we wanted to be</p> <p>22 a different place that people want to be at.</p>

<p style="text-align: center;">26</p> <p>1 MR. KRILLENBERGER: That's reflected in</p> <p>2 the traffic studies as well.</p> <p>3 MR. MARZANO: Yes.</p> <p>4 CHAIRMAN CASHMAN: Mark?</p> <p>5 MR. WILLOBEE: Following after Julie, I</p> <p>6 don't have any comment. Overall, I think it's a</p> <p>7 great application. I appreciate it.</p> <p>8 I did have a question about you are</p> <p>9 showing the loading area just to the north of</p> <p>07:58PM 10 the building. Just looking at, like, currently</p> <p>11 we still get trucks parking on streets, on Oak</p> <p>12 Street. So will you mostly be coming in the</p> <p>13 west entrance with the trucks? It doesn't look</p> <p>14 like the turn radius will work on the east end.</p> <p>15 So you will be able to get in the parking lot</p> <p>16 though?</p> <p>17 MR. MARZANO: Yes. We ran a path</p> <p>18 analysis. Trucks will navigate this site. It</p> <p>19 will take a talented driver. Luckily there</p> <p>07:59PM 20 won't be any cars in the lot.</p> <p>21 MR. WILLOBEE: And just a question</p> <p>22 about test drives or service drives after you</p>	<p style="text-align: center;">28</p> <p>1 what's there where there's not building.</p> <p>2 MR. MOORE: And then the water thing,</p> <p>3 what Cynthia said, where would you expand that</p> <p>4 vault?</p> <p>5 MR. MORTIER: It's going to be under</p> <p>6 the parking lot to the north --</p> <p>7 MR. MOORE: To the northeast?</p> <p>8 MR. MORTIER: Yes. And we will have to</p> <p>9 work with engineering to get the final package</p> <p>08:00PM 10 put together and figure out how large we need to</p> <p>11 make it.</p> <p>12 MR. MOORE: One of the things that I</p> <p>13 would bring up, if I look at the north elevation</p> <p>14 of the building, there's very limited windows</p> <p>15 there and I look at the south and the east and</p> <p>16 it's beautiful, I mean, truly beautiful, and</p> <p>17 just very attractive. Anything on the north?</p> <p>18 Because if I think about office space, when</p> <p>19 people build office space buildings in the area,</p> <p>08:01PM 20 you can see they are constructed almost</p> <p>21 quasi-residential. You know what I mean, they</p> <p>22 kind of fit.</p>
<p style="text-align: center;">27</p> <p>1 fix something, those won't be like through the</p> <p>2 residential neighborhood or anything like that?</p> <p>3 MR. MARZANO: I'm a recent addition to</p> <p>4 Hinsdale, so I get that concern. Being close to</p> <p>5 294, I think that's kind of the target of just</p> <p>6 straight 294 and down and then come back. No</p> <p>7 intent to disrupt the neighborhood.</p> <p>8 MR. WILLOBEE: Those are all the</p> <p>9 questions I have. I think landscaping looks</p> <p>08:00PM 10 great. I like the -- how you are hiding the</p> <p>11 dumpsters. Thanks.</p> <p>12 CHAIRMAN CASHMAN: Scott?</p> <p>13 MR. MOORE: I have to go with the group</p> <p>14 on this, it's a great presentation. So if I say</p> <p>15 something, I'm not nitpicking.</p> <p>16 You say most of the trees along</p> <p>17 Ogden Avenue and Salt Creek will remain. What</p> <p>18 goes?</p> <p>19 MR. MORTIER: There are a couple that</p> <p>08:00PM 20 are close to the front entry that we are putting</p> <p>21 the building right where they are planted right</p> <p>22 now. But wherever we can, we are preserving</p>	<p style="text-align: center;">29</p> <p>1 MR. MARZANO: Yes.</p> <p>2 MR. MOORE: This on the north side looks</p> <p>3 kind of boxy, institutional. Not a criticism,</p> <p>4 just saying to me it does. It looks like it's --</p> <p>5 MR. MARZANO: I think the goal there</p> <p>6 was a little bit of security too. I mean --</p> <p>7 MR. SHKURTI: That's the garage over</p> <p>8 there. That's where the 34 garage spaces are to</p> <p>9 store vehicles for work. So we would rather not</p> <p>08:01PM 10 have windows or any incentive for people to try</p> <p>11 to come in.</p> <p>12 MR. MARZANO: And there's some up in</p> <p>13 the second floor for kind of to let the natural</p> <p>14 light in. They are tough to see in that photo I</p> <p>15 think.</p> <p>16 MR. MORTIER: What we don't have is any</p> <p>17 renderings of a landscape plan either. If we</p> <p>18 were to impose a landscaping on this, you would</p> <p>19 see arborvitae lining the entire base of the</p> <p>08:02PM 20 building on the north side.</p> <p>21 MR. MOORE: Got it.</p> <p>22 MR. MORTIER: Yes.</p>

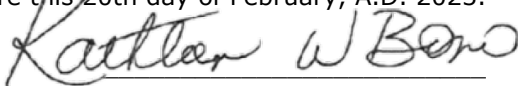
<p style="text-align: right;">30</p> <p>1 MR. MOORE: Like I said, I'm nitpicking</p> <p>2 and you can drive the cars in my neighborhood.</p> <p>3 MR. MARZANO: We will give you one to</p> <p>4 drive.</p> <p>5 MR. MOORE: I like it. It looks</p> <p>6 wonderful.</p> <p>7 MR. MARZANO: Thank you. Appreciate it.</p> <p>8 CHAIRMAN CASHMAN: It's a very well</p> <p>9 done, very thorough package. I appreciate that.</p> <p>08:02PM 10 I know Bethany pushes that but you responded</p> <p>11 well, I imagine. I really appreciate that.</p> <p>12 I think it's an awesome addition to</p> <p>13 the village. I'm excited about the visual of</p> <p>14 it, you know, coming into town and seeing that</p> <p>15 on the corner, it really -- I like the letters</p> <p>16 from the dealers, they are supportive of your</p> <p>17 investment here. I think it's really a nice</p> <p>18 addition. When the building was there, it was a</p> <p>19 very small office building and I think they</p> <p>08:03PM 20 knocked it down because it was more costly to</p> <p>21 have it up. So it's great to see something</p> <p>22 happen on this site. I wish you a lot of</p>	<p style="text-align: right;">32</p> <p>1 the irony of it. He's massive. He's good. I</p> <p>2 think he's going on, like, 13, so pretty good</p> <p>3 for an old dog.</p> <p>4 MR. MOORE: On the economics of how</p> <p>5 this works, if people are ordering online and</p> <p>6 buying online, does that all funnel through your</p> <p>7 dealership in Hinsdale?</p> <p>8 MR. MARZANO: So sales tax for any</p> <p>9 vehicle you buy, and that's as it stands right</p> <p>08:05PM 10 now, you just pay taxes where you live. So if</p> <p>11 you buy a car in Indiana and you are a Hinsdale</p> <p>12 resident, you will pay your Illinois tax and I</p> <p>13 don't know if on top of that when buying out of</p> <p>14 state, Hinsdale takes a piece. I think there's</p> <p>15 a Hinsdale additional tax of like one percent or</p> <p>16 something like that. So, mixed answer, yes and</p> <p>17 no. Anything sold in Illinois, I believe</p> <p>18 Hinsdale would get a piece.</p> <p>19 MR. MOORE: So if you have a big</p> <p>08:05PM 20 geographic footprint, that's across multiple</p> <p>21 states.</p> <p>22 MR. MARZANO: The only thing that would</p>
<p style="text-align: right;">31</p> <p>1 success.</p> <p>2 MR. MARZANO: Thank you.</p> <p>3 CHAIRMAN CASHMAN: Where are you</p> <p>4 located currently in the city?</p> <p>5 MR. MARZANO: We are split right now.</p> <p>6 Sales is at 645 West Randolph in the west loop,</p> <p>7 and then service is in the west side of the city</p> <p>8 like the very outskirt like Central and 290 in a</p> <p>9 warehouse, so it's very divided.</p> <p>08:03PM 10 CHAIRMAN CASHMAN: Anything else?</p> <p>11 MS. CURRY: Are those facilities going</p> <p>12 to stay in place or they are done?</p> <p>13 MR. MARZANO: So sales in the west loop</p> <p>14 will completely go away. We own the building on</p> <p>15 the west side so that will stay for overflow or</p> <p>16 anything like that so that's going to stay in</p> <p>17 the picture.</p> <p>18 MS. CURRY: I might be the only person</p> <p>19 who doesn't know this but why is it Mouse</p> <p>08:04PM 20 Motors?</p> <p>21 MR. MARZANO: Our owner's dog. He's a</p> <p>22 giant Presa Canario that is 130 pounds. That's</p>	<p style="text-align: right;">33</p> <p>1 really be brought in the picture there is they</p> <p>2 are going to collect on service and parts</p> <p>3 revenue so that's just treated as if you are</p> <p>4 buying a coffee from Starbucks or wherever, you</p> <p>5 are collecting taxes.</p> <p>6 MR. MOORE: And all work is done on</p> <p>7 that location, correct?</p> <p>8 MR. MARZANO: Yes.</p> <p>9 MS. CURRY: Once you break ground, when</p> <p>08:05PM 10 do you anticipate moving in?</p> <p>11 MR. MARZANO: I think end of '24 would</p> <p>12 be the goal right now in a perfect world. We</p> <p>13 would love for it to be as soon as possible but</p> <p>14 I think best case is late '24.</p> <p>15 CHAIRMAN CASHMAN: Any other questions?</p> <p>16 (No response.)</p> <p>17 Thank you.</p> <p>18 Can we have a vote to close the</p> <p>19 Public Hearing?</p> <p>08:06PM 20 Is there a motion?</p> <p>21 MS. CURRY: Motion to close.</p> <p>22 MR. HURLEY: Second.</p>

1 CHAIRMAN CASHMAN: Roll call vote,
 2 please, Bethany.
 3 MS. SALMON: Commissioner Curry?
 4 MS. CURRY: Aye.
 5 MS. SALMON: Commissioner Krillenberger?
 6 MR. KRILLENBERGER: Aye.
 7 MS. SALMON: Commissioner Hurley?
 8 MR. HURLEY: Aye.
 9 MS. SALMON: Commissioner Crnovich?
 10 MS. CRNOVICH: Aye.
 11 MS. SALMON: Commissioner Willobee?
 12 MR. WILLOBEE: Aye.
 13 MS. SALMON: Commissioner Moore?
 14 MR. MOORE: Aye.
 15 MS. SALMON: Chairman Cashman?
 16 CHAIRMAN CASHMAN: Aye.
 17 (WHICH, were all of the
 18 proceedings had, evidence
 19 offered or received in the
 20 above entitled cause.)
 21
 22

STATE OF ILLINOIS)
) ss:
 COUNTY OF DU PAGE)

I, KATHLEEN W. BONO, Certified
 Shorthand Reporter, Notary Public in and for the
 County DuPage, State of Illinois, do hereby
 certify that previous to the commencement of the
 examination and testimony of the various
 witnesses herein, they were duly sworn by me to
 testify the truth in relation to the matters
 pertaining hereto; that the testimony given by
 said witnesses was reduced to writing by means
 of shorthand and thereafter transcribed into
 typewritten form; and that the foregoing is a
 true, correct and complete transcript of my
 shorthand notes so taken aforesaid.

IN TESTIMONY WHEREOF I have
 hereunto set my hand and affix my electronic
 signature this 20th day of February, A.D. 2023.



KATHLEEN W. BONO
 C.S.R. No. 84-1423
 Notary Public, DuPage County

\$	5	address [1] - 4:18 adequate [3] - 11:18, 12:13, 17:8 adequately [1] - 19:2 adjacent [6] - 8:7, 8:15, 10:15, 10:22, 11:5, 16:22 administered [1] - 3:16 adversely [1] - 18:7 aesthetics [1] - 21:20 affect [4] - 10:14, 10:21, 12:3, 18:7 affix [1] - 35:17 aforesaid [1] - 35:15 ahead [1] - 14:4 allow [3] - 2:11, 13:6, 21:17 almost [1] - 28:20 ALSO [1] - 2:1 alternate [1] - 22:17 alternative [1] - 18:3 Amendment [1] - 1:5 amendment [14] - 2:10, 4:12, 5:5, 7:14, 9:4, 9:7, 10:13, 10:20, 11:3, 11:17, 12:15, 13:5, 13:15, 13:20 amenities [1] - 17:3 America [1] - 5:16 analysis [1] - 26:18 ANASTAS [1] - 2:3 Anastas [1] - 4:1 answer [2] - 18:19, 32:16 answers [1] - 9:3 anticipate [1] - 33:10 appearance [2] - 2:10, 4:15 Appearance /Site [1] - 1:6 applicable [1] - 7:21 applicant [2] - 9:3, 16:3 applicant 's [2] - 4:17, 18:15 applicants [2] - 3:13, 4:7 application [10] - 4:4, 4:12, 4:16, 9:5, 13:15, 13:20, 13:22, 19:10, 24:12, 26:7 applications [1] - 5:2 appreciate [4] - 26:7, 30:7, 30:9, 30:11 approved [1] - 5:14 approving [1] - 5:2 arborvitae [1] - 29:19	Architect [1] - 2:5 architect [3] - 4:20, 11:1, 14:4 architectural [2] - 22:1, 22:4 area [8] - 6:3, 12:17, 15:8, 20:9, 25:12, 25:15, 26:9, 28:19 art [3] - 5:21, 8:22, 10:16 aspects [1] - 4:22 associated [3] - 5:6, 13:16, 13:19 association [1] - 18:16 assume [1] - 23:6 attempts [1] - 8:3 Attorney [1] - 2:3 attraction [2] - 18:21, 23:12 attractive [3] - 10:17, 11:2, 28:17 automotive [1] - 5:11 Automotive [3] - 1:7, 2:13, 8:20 available [2] - 4:21, 12:12 Avenue [9] - 1:12, 7:19, 8:1, 8:15, 9:10, 11:7, 11:21, 12:5, 27:17 aware [1] - 13:4 awesome [1] - 30:12 Aye [3] - 2:21, 3:3, 3:5 aye [11] - 3:1, 3:7, 3:9, 3:11, 34:4, 34:6, 34:8, 34:10, 34:12, 34:14, 34:16	Bethany [6] - 2:19, 4:3, 18:18, 21:12, 30:10, 34:2 between [1] - 20:11 big [2] - 25:12, 32:19 bit [3] - 16:20, 20:22, 29:6 black [2] - 7:6, 20:16 blue [1] - 20:9 BOARD [1] - 1:15 bollard [1] - 7:10 bollards [1] - 21:16 BONO [2] - 35:3, 35:20 border [1] - 22:2 bother [1] - 21:13 boundary [1] - 15:3 boxy [1] - 29:3 brand [2] - 8:21, 13:8 break [1] - 33:9 brick [3] - 24:3, 24:5, 24:6 brief [2] - 5:3, 18:22 briefly [1] - 9:5 bring [3] - 5:18, 25:5, 28:13 bringing [1] - 4:5 brought [1] - 33:1 budget [1] - 17:7 build [3] - 5:22, 20:2, 28:19 build-out [1] - 5:22 building [27] - 6:3, 6:6, 8:4, 8:22, 10:5, 10:12, 11:1, 14:21, 15:7, 15:22, 16:1, 16:14, 19:17, 20:2, 23:7, 23:8, 24:15, 25:19, 26:10, 27:21, 28:1, 28:14, 29:20, 30:18, 30:19, 31:14 buildings [3] - 8:12, 8:13, 28:19 bulk [1] - 9:12 burden [2] - 17:22, 18:1 business [5] - 4:14, 7:17, 9:18, 13:1, 25:6 buy [2] - 32:9, 32:11 buying [3] - 32:6, 32:13, 33:4
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Community Development

AGENDA SECTION: First Reading - ZPS

SUBJECT: Consideration of a Request for Variation-2 Salt Creek Lane

MEETING DATE: May 16, 2023

FROM: Robert McGinnis, Director of Community Development/Building Commissioner

Recommended Motion

Approve an Ordinance Approving a Parking Variation at 2 Salt Creek Lane - Mouse Automotive, Case Number V-05-22.

Background

In this application for variation, the applicant requests relief from the parking requirements set forth in 9-104(J) in order to construct a new luxury auto dealership. The specific request is for 73 parking spaces.

Discussion & Recommendation

Following a public hearing held on March 15, 2023, the Zoning Board of Appeals of the Village of Hinsdale ("ZBA") recommended approval of the Requested Variation on a vote of seven (7) in favor and zero (0) opposed.

Budget Impact

N/A

Village Board and/or Committee Action

Documents Attached

1. Draft Ordinance
2. Approved Findings of Fact and Recommendation
3. ZBA Application
4. Transcript

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A PARKING VARIATION AT 2 SALT CREEK LANE –
MOUSE AUTOMOTIVE – CASE NUMBER V-01-23**

WHEREAS, the Village of Hinsdale received an application (the “Application”) from Mouse Automotive (the “Applicant”), the owner of property located at 2 Salt Creek Lane (the “Subject Property”), for a variation related to parking for a proposed new luxury automotive dealership; and

WHEREAS, the Applicant has requested a variation to subsection 9-104(J) of the Zoning Code of the Village of Hinsdale (“Zoning Code”) to allow for 46 parking spaces on the Subject Property for the proposed luxury automotive dealership instead of the 119 spaces required by the Zoning Code, a reduction of 73 spaces (the “Requested Variation”). The Village President and Board of Trustees, upon a recommendation from the Zoning Board of Appeals of the Village of Hinsdale (“ZBA”), have final authority over the Requested Variation; and

WHEREAS, in addition to the Requested Variation, the Applicant is currently seeking Village approvals for a map amendment (rezoning the Subject Property from an O-3 General Office Zoning District designation to a B-3 General Business District designation), as well as site plan and exterior appearance plan approvals, which have or will come before the Board of Trustees in separate ordinances; and

WHEREAS, the Subject Property is legally described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Application has been referred to the Zoning Board of Appeals of the Village, and has been processed in accordance with the Zoning Code, as amended; and

WHEREAS, on Wednesday, March 15, 2023, the Zoning Board of Appeals of the Village of Hinsdale held a public hearing pursuant to notice given in accordance with State law and the Zoning Code, relative to the Requested Variation; and

WHEREAS, the Zoning Board of Appeals, after considering all of the testimony and evidence presented at the public hearing, recommended approval of the Requested Variation on a unanimous vote of seven (7) in favor and zero (0) opposed, with zero (0) members absent; and

WHEREAS, the Zoning Board of Appeals has filed its report of Findings and Recommendation regarding the Requested Variation in Case Number V-01-23 with the President and Board of Trustees, a copy of which is attached hereto as Exhibit B and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have reviewed and duly considered the Findings and Recommendation of the Zoning Board of Appeals, and all of the materials, facts, and circumstances related to the Application; and

WHEREAS, the President and Board of Trustees find that the Requested Variation satisfies the standards established in Sections 11-503 of the Hinsdale Zoning Code governing variations.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties and State of Illinois, as follows:

SECTION 1: Recitals. The foregoing recitals are incorporated into this Ordinance by this reference as findings of the President and Board of Trustees.

SECTION 2: Adoption of Findings and Recommendation. The President and Board of Trustees of the Village of Hinsdale approve and adopt the findings and recommendation of the Zoning Board of Appeals, a copy of which is attached hereto as **Exhibit B** and made a part hereof, and incorporate such findings and recommendation herein by reference as if fully set forth herein.

SECTION 3: Approval of Requested Variation. The President and Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Subsection 11-503(A) of the Hinsdale Zoning Code, GRANT the following Requested Variation for the Subject Property commonly known as 2 Salt Creek Lane, and legally described in **Exhibit A** attached hereto and made a part hereof:

- A variation to subsection 9-104(J) of the Zoning Code to allow for 46 parking spaces on the Subject Property for the proposed luxury automotive dealership instead of the 119 spaces required by the Zoning Code, a reduction of 73 spaces.

SECTION 4: Conditions on Approval. [to come]

SECTION 4: Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance, and all ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

SECTION 5: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this _____ day of _____ 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____ 2023 and attested by the
Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

Emily Tompkins, Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

PARCEL 1: LOT 7 IN OFFICE PARK OF HINSDALE, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 2022, AS DOCUMENT R2002-243817, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: NON-EXCLUSIVE PERPETUAL EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AGREEMENT RECORDED JUNE 11, 1973 AS DOCUMENT R73-33823 AS AMENDED BY DOCUMENTS R73-35331, R81-2365 AND R2001-197280, DESCRIBED IN RIDER DESCRIPTIONS 2, 4 AND 6 ATTACHED THERETO, AND BY EASEMENT GRANT RECORDED JANUARY 18, 1989 AS DOCUMENT R89-006821 AS AMENDED BY DOCUMENT R89-072896, AND AS CREATED BY EASEMENT GRANT RECORDED JUNE 20, 1989 AS DOCUMENT R89-07897, DESCRIBED AS EXHIBITS C1 THROUGH C5 ATTACHED THERETO, AND ALSO AS CREATED BY LICENSE AGREEMENT RECORDED JUNE 11, 1973 AS DOCUMENT R73-33822, AS SUPPLEMENTED BY SUPPLEMENTAL DECLARATION OF LICENSE RECORDED AS DOCUMENT R77-117083 AND SUPPLEMENTAL DECLARATION OF LICENSE RECORDED AS DOCUMENT R79-107322, FOR THE PURPOSES OF INGRESS AND EGRESS OVER, UPON, AND ACROSS EASEMENT PREMISES.

PARCEL 3: A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF EASEMENTS AND OPERATING COVENANTS RECORDED MAY 29, 2003, AS DOCUMENT R2003-200111, AND RE-RECORDED JANUARY 10, 2006 AS DOCUMENT R2006-0005825 AND AMENDED BY AMENDMENT RECORDED FEBRUARY 27, 2012 AS DOCUMENT R2012-024784 FOR THE PURPOSE OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS UPON THE ROADWAYS; REPAIR, REPLACEMENT AND RENEWAL OF UTILITY IMPROVEMENTS; RETENTION, DETENTION AND DRAINAGE OF WATER; AND OVER COMMON IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO THE CLOCK TOWER, SIDEWALKS, LANDSCAPED AREAS AND POND FOR PEDESTRIAN INGRESS, EGRESS, ACCESS AND FOR PASSIVE RECREATIONAL PURPOSES OVER THE FOLLOWING DESCRIBED LAND: LOTS 1,2,3,4,6,7,8,9 AND 10 IN OFFICE PARK OF HINSDALE, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 39 NORTH, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 2002, AS DOCUMENT E2002-243817, IN DUPAGE COUNTY ILLINOIS.

**COMMONLY KNOWN AS: 2 Salt Creek Lane, Hinsdale, Illinois 60521
PIN: 09-01-207-012**

EXHIBIT B

**FINDINGS OF FACT AND RECOMMENDATION
(ATTACHED)**

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Emily Tompkins, Clerk of the Village of Hinsdale, in the Counties of DuPage and Cook, State of Illinois, do hereby certify that the attached and foregoing is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A PARKING VARIATION AT 2 SALT CREEK
LANE – MOUSE AUTOMOTIVE – CASE NUMBER V-01-23**

which Ordinance was passed by the Board of Trustees of the Village of Hinsdale at a Regular Village Board Meeting on the ____ day of _____, 2023, at which meeting a quorum was present, and approved by the President of the Village of Hinsdale on the ____ day of _____, 2023.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Hinsdale was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Hinsdale, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Hinsdale, this ____ day of _____, 2023.

Village Clerk

[SEAL]

**FINDINGS OF FACT AND RECOMMENDATION OF THE
VILLAGE OF HINSDALE ZONING BOARD OF APPEALS TO
THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES**

ZONING CASE NO: V-01-23

PETITIONER: Mouse Motors Inc. d/b/a Mouse Automotive Inc.

APPLICATION: For a Variation from the Zoning Code of the Village of Hinsdale ("Zoning Code") relative to parking at 2 Salt Creek Lane, Hinsdale, Illinois.

MEETING HELD: A Public Hearing was held on Wednesday, March 15, 2023 at 6:30 p.m. in Memorial Hall, in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois, pursuant to a notice published in The Hinsdalean on February 23, 2023.

PROPERTY: The subject property is commonly known as 2 Salt Creek Lane, Hinsdale, Illinois (the "Property") and is legally described in **Exhibit A** attached hereto and made a part hereof.

SUMMARY OF REQUEST: The Village of Hinsdale has received a request from Mouse Motors Inc. d/b/a Mouse Automotive Inc. (the "Applicant") for a variation from the parking requirements for the luxury auto dealership proposed to be developed on the Property at 2 Salt Creek Lane (the "Application"). A copy of the Application is attached hereto as **Exhibit B** and made a part hereof.

This Property is presently located in the O-3 General Office Zoning District, but the Applicant has a pending concurrent application on file with the Village to rezone the Property to B-3 General Business District. Site plan and exterior appearance plans for the Property are also pending with the Village.

The specific variation requested by Applicant is to subsection 9-104(J) of the Zoning Code of the Village of Hinsdale ("Zoning Code") over which the Village President and Board of Trustees, upon a recommendation from the Zoning Board of Appeals of the Village of Hinsdale ("ZBA") has final authority:

- A variation to subsection 9-104(J) of the Zoning Code to allow for 46 outdoor parking spaces on the Subject Property for the proposed luxury automotive dealership instead of the 119 spaces required by the Zoning Code, a reduction of 73 spaces.

This request is hereafter referred to as the "Requested Variation."

On March 15, 2023, following the conclusion of the public hearing on this matter, the ZBA recommended approval of the Requested Variation to the Village President and Board of

Trustees of the Village based on the intensity of use and business model as presented, on a vote of seven (7) in favor, zero (0) opposed, and zero (0) absent.

PUBLIC HEARING: At the public hearing on the Requested Variation, Attorney Anastas Shkurti and Dealer/Developer Mike Marzano testified as representatives of the Applicant on the Requested Variation.

Mr. Shkurti explained that the Applicant, through an affiliated entity, had purchased the 2.2-acre Property with the intent to develop it into a luxury auto dealership. If approved, it will be the largest McClaren dealership in North America.

The Applicant has received a favorable vote from the Plan Commission on its request to rezone the Property from its present O-3 General Office Zoning District designation to a B-3 General Business District designation, and on its proposed exterior appearance and site plans.

The site plan consists of a two-story building with a net area of about 32,619 square feet and provides for 46 exterior full-size parking stalls. The Zoning Code requires a total of 119 full-size parking stalls, and the proposal is therefore deficient by a total of 73 parking stalls. The site plan also provides for 65 indoor parking spaces inclusive of spaces in two (2) showrooms (19 total spaces), a service area (12 spaces) and an indoor parking facility on the second floor (34 spaces). The Applicant believes the combined indoor and outdoor parking stalls will provide more than enough parking for all projected vehicle inventory, sales and service. The adequacy of the proposed parking is premised on the fact that the dealer will have a significantly lower intensity of use than a typical auto dealership. About 80% of vehicle sales occur online or by phone, and about 90 to 95% of all service business needs are handled by a vehicle hauler. The loading truck bay is separate from the proposed parking. Low customer walk-in traffic is anticipated, both due to the price point and because so many of the total sales are handled online and so much of the service is handled by the hauler. Only about three (3) in-person customer visits are anticipated to occur on an average day, with even fewer in-person service visits, and about eight (8) to ten (10) employees on site. Service and showroom areas will be largely by appointment. Vehicles for service appointments will be primarily picked up from the customers' locations and brought to the site for repair, meaning the 46 exterior parking spaces will primarily exist for customers, visitors and occasional employee parking.

Mr. Shkurti then described how, in the opinion of the Applicant, each of the standards applicable to the Proposed Variation were met in this case.

Members of the ZBA asked various questions and clarified, among other things, that all vehicle inventory would be parked indoors in the showroom and second floor parking facility, in some cases vehicles will be ordered and delivered without the customer ever coming to the Property, and that the Applicant was open to and understood the need for language in the approving Ordinance that would limit the applicability of the variation to future uses that had a similarly low intensity of use as the luxury dealership proposed here. Following additional discussion concerning the limitations on future use, and there

being no further questions or members of the public wishing to speak on the application, the Public Hearing was closed.

Members discussed the Requested Variation. Members generally favored this particular use, but expressed their ongoing concerns about how to limit future uses that may be higher in intensity. A motion to recommend approval of the Requested Variation based on the intensity of use and business model as presented was made by Member Podliska and seconded by Member O'Brien. The motion was premised on the understanding of the Members that the Applicant and counsel for the Village were working through proposed language for inclusion in the approving Ordinance that would limit the applicability of the variation to uses of similarly low intensity to the use proposed by the Applicant.

AYES: Members Moberly, O'Brien, Giltner, Murphy, Lee, Podliska and Chairman Neiman

NAYS: None

ABSTAIN: None

ABSENT: None

FINDINGS: The following are the Findings of the ZBA relative to the Requested Variation:

1. *General Standard: Carrying out the strict letter of the provisions of the Zoning Code would create a particular hardship or a practical difficulty, based on satisfaction of the standards below:*

2. *Unique Physical Condition: The Subject Property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure, or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot.* The Property has been vacant for approximately eleven (11) years. The smallish size of the lot and space available for parking limits the potential commercial uses and parking of the Property, as does the required 100-foot setback from Ogden Avenue and the presence of an existing access drive for use by an adjacent property, and those were found by the Board to make this Property unique as compared to other lots on the north side of Ogden Avenue.

3. *Not Self-Created: The unique physical condition is not the result of any action or inaction of the owner, or of the owner's predecessors in title and known to the owner prior to acquisition of the subject property, and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of the Zoning Code, for which no*

compensation was paid. The need for the Requested Variation is not self-created. The ZBA finds this standard to have been met.

4. *Denied Substantial Rights: The carrying out of the strict letter of the provisions from which a variation is sought would deprive the owner of the subject property of substantial rights commonly enjoyed by owners of other lots subject to the same provision.* The Applicant's business model and its correspondingly low intensity of use is unique to this type of luxury auto dealership and the Applicant's business model. In this case, requiring the Applicant to conform to the parking provisions of the Zoning Code for a traditional auto dealership would limit the ability of the Applicant to, among other things, make a commercially viable use of the Property.

5. *Not Merely Special Privilege: The alleged hardship or difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from the use of the subject property; provided, however, that where the standards herein set out exist, the existence of an economic hardship shall not be a prerequisite to the grant of an authorized variation.* The ability to provide parking commensurate with the proposed low intensity of use of this luxury auto dealership is not a special privilege. The ZBA finds this standard to have been met.

6. *Code And Plan Purposes: The variation would not result in a use or development of the subject property that would not be in harmony with the general and specific purposes for which the Zoning Code and the provision from which a variation is sought were enacted or the general purpose and intent of the official comprehensive plan.* The ZBA found this standard to have been met as to the Requested Variation. The Zoning Code permits auto dealerships in the B-3 General Business Zoning District to which the Property is proposed to be rezoned. The parking standards in the Zoning Code are targeted at traditional automobile dealerships with large inventories on-site, patrons regularly visiting the service center, and numerous customers visiting the property to browse the inventory, none of which are characteristics of the proposed dealership at issue here, where sales are handled primarily on-line or by phone, service is handled primarily through trucks bringing cars to and from the Property for service, and a minimal amount of customers visiting the Property for sales purposes.

7. *Essential Character Of The Area: The variation would not result in a use or development on the subject property that:*

(a) would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development, or value of property or improvements permitted in the vicinity; or (b) would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or (c) would substantially increase congestion in the public streets due to traffic or parking; or (d) would unduly increase the danger of flood or fire; or (e) would unduly tax public utilities and facilities in the area; or (f) would endanger the public health or safety.

The granting of the Variation recommended for approval here, with the use intensity limitations anticipated to be included in any approving Ordinance by the Board of Trustees, will allow the redevelopment of the Property with an attractive building, and commercially viable low intensity use that will complement the area. Traffic impacts will be minimal and necessary utilities are or will be provided. The Requested Variation as recommended for approval will not endanger the public health or safety.

8. *No Other Remedy: There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property.* The ZBA finds this standard has been met as to the Requested Variation recommended for approval.

RECOMMENDATION:

Based on the Findings set forth above, the ZBA, by a vote of seven (7) in favor and zero (0) opposed, recommends to the President and Board of Trustees that the following Requested Variation relative to parking at the Property, located following its rezoning in the B-3 General Business Zoning District at 2 Salt Creek Lane, be GRANTED:

- **A variation to subsection 9-104(J) of the Zoning Code to allow for 46 outdoor parking spaces on the Subject Property for the proposed luxury automotive dealership instead of the 119 spaces required by the Zoning Code, a reduction of 73 spaces. The recommendation is premised on the understanding of the Members that the Applicant and counsel for the Village would develop appropriate conditions and other language for inclusion in the approving Ordinance that would limit the applicability of the variation to uses of similarly low intensity to the use proposed by the Applicant.**

Signed: _____
Robert Neiman, Chair
Zoning Board of Appeals
Village of Hinsdale

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

PARCEL 1: LOT 7 IN OFFICE PARK OF HINSDALE, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 2002, AS DOCUMENT R2002-243817, IN DUPAGE COUNTY, ILLINOIS.

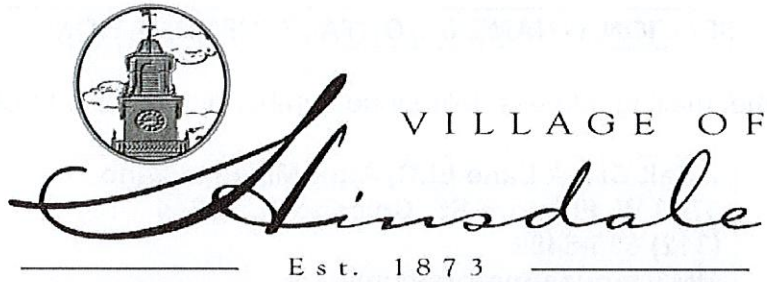
PARCEL 2: NON-EXCLUSIVE PERPETUAL EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AGREEMENT RECORDED JUNE 11, 1973 AS DOCUMENT R73-33823 AS AMENDED BY DOCUMENTS R73-35331, R81-2365 AND R2001-197280, DESCRIBED IN RIDER DESCRIPTIONS 2, 4 AND 6 ATTACHED THERETO, AND BY EASEMENT GRANT RECORDED JANUARY 18, 1989 AS DOCUMENT R89-006821 AS AMENDED BY DOCUMENT R89-072896, AND AS CREATED BY EASEMENT GRANT RECORDED JUNE 20, 1989 AS DOCUMENT R89-072897, DESCRIBED IN EXHIBITS C1 THROUGH C5 ATTACHED THERETO, AND ALSO AS CREATED BY LICENSE AGREEMENT RECORDED JUNE 11, 1973 AS DOCUMENT R73-33822, AS SUPPLEMENTED BY SUPPLEMENTAL DECLARATION OF LICENSE RECORDED AS DOCUMENT R77-117083 AND SUPPLEMENTAL DECLARATION OF LICENSE RECORDED AS DOCUMENT R79-107322, FOR THE PURPOSES OF INGRESS AND EGRESS OVER, UPON, AND ACROSS EASEMENT PREMISES.

PARCEL 3: A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF EASEMENTS AND OPERATING COVENANTS RECORDED MAY 29, 2003, AS DOCUMENT R2003-200111, AND RE-RECORDED JANUARY 10, 2006 AS DOCUMENT R2006-005825 AND AMENDED BY AMENDMENT RECORDED FEBRUARY 27, 2012 AS DOCUMENT R2012-024784 FOR THE PURPOSE OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS UPON THE ROADWAYS; REPAIR, REPLACEMENT AND RENEWAL OF UTILITY IMPROVEMENTS; RETENTION, DETENTION AND DRAINAGE OF WATER; AND OVER COMMON IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO THE CLOCK TOWER, SIDEWALKS, LANDSCAPED AREAS AND POND FOR PEDESTRIAN INGRESS, EGRESS, ACCESS AND FOR PASSIVE RECREATIONAL PURPOSES OVER THE FOLLOWING DESCRIBED LAND: LOTS 1,2,3,4,6,7,8,9 AND 10 IN OFFICE PARK OF HINSDALE, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 39 NORTH, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 2002, AS DOCUMENT R2002-243817, IN DUPAGE COUNTY ILLINOIS.

Commonly Known As: 2 Salt Creek Lane, Hinsdale IL, 60521
PIN: 09-01-207-012

EXHIBIT B

**APPLICATION FOR VARIATION
(ATTACHED)**



19 E. Chicago Avenue, Hinsdale, IL 60521

APPLICATION FOR VARIATION

COMPLETE APPLICATION CONSISTS OF (10) COPIES

(All materials to be collated)

FILING FEE: \$850.00

Name of Applicant(s): **Mouse Motors Inc., a Montana corporation dba Mouse Automotive Inc.**

Address of Subject Property: **2 Salt Creek Lane, Hinsdale, IL 60521**

Application for a variation from Sec. 9-104: Off Street Parking, J. Required Spaces. 1. Specified Uses, for an off-street parking deficiency

If Applicant is not property owner, Applicant's relationship to property owner:

Applicant is an affiliate of the current owner is 2 Salt Creek Lane LLC, an Illinois limited liability company.

FOR OFFICE USE ONLY

Date Received: _____ Zoning Calendar No. _____

PAYMENT INFORMATION: Check # _____ Check Amount \$ _____

SECTION 1- NAME & CONTACT INFORMATION

1 . Owner. Name, mailing address, telephone number and email address of owner:

Name:	2 Salt Creek Lane LLC, Attn: Mike Marzano
Address:	5758 W. Fillmore St., Chicago, IL 60644
Telephone:	(312) 635-6482
Email:	MM@mouse-motors.com

2 . Applicant. Name, address, telephone number and email address of applicant, if different from owner:

Name:	Mouse Motors Inc., Attn: Mike Marzano
Address:	5758 W. Fillmore St., Chicago, IL 60644
Telephone:	(312) 635-6482
Email:	MM@mouse-motors.com

3 . Consultants. Name and contact information (phone or email) of each professional consultant advising applicant with respect to this application:

a. Attorney:	Anastas Shkurti; Robbins DiMonte, Ltd.; 216 W Higgins Rd; Park Ridge, IL 60068; T: (847) 698.9600 x 2290; F: (847) 698-9623; E: ashkurti@robbinsdimonte.com
b. Engineer:	
c. Architect:	Jerry Mortier / The Redmond Co.; W228 N745 Westmound Dr, Waukesha WI 53186; (262) 896-8753; jmortier@theredmondco.com
d. Contractor:	
e. Other:	

4 . Trustee Disclosure. In the case of a land trust provide the name, address, telephone number and email address of all trustees and beneficiaries of the trust:

Answer: N/A.

5 . Village Personnel. Name and address of any officer or employee of the Village with an interest in the Owner, the Applicant, or the Subject Property, and the nature and extent of that interest:

Answer: N/A.

SECTION 2- REQUIRED DOCUMENTATION

1. **Subject Property.** Address, PIN Number, and legal description of the subject Property, use separate sheet for legal description, if necessary.

PIN Number: 09-01-207-012

Address: 2 Salt Creek Lane, Hinsdale, IL 60521
(Lot 7 in Office Park of Hinsdale)

2. **Title.** Evidence of title or other interest you have in the Subject Project, date of acquisition of such interest, and the specific nature of such interest.

Answer: See Exhibit 1: Last Deed of Record.

3. **Neighboring Owners.** List showing the name and address of each owner of (1) property within 250 lineal feet in all directions from the subject property; and (2) property located on the same frontage or frontages as the front lot line or corner side lot line of the subject property or on a frontage directly opposite any such frontage or on a frontage immediately adjoining or across an alley from any such frontage.

(Note: After the Village has prepared the legal notice, the applicant/agent must mail by certified mail, "return receipt requested" to each property owner/ occupant. The applicant/agent must then fill out, sign, and notarize the "Certification of Proper Notice" form, returning that form and all certified mail receipts to the Village.)

Answer: Applicant to submit Certificate of Notice.

4. **Survey.** Submit with this application a recent survey, certified by a registered land surveyor, showing existing lot lines and dimensions, as well as all easements, all public and private rights-of-way, and all streets across and adjacent to the Subject Property.

Answer: See Exhibit Group 2: Site Plans.

5. **Existing Zoning.** Submit with this application a description or graphic representation of the existing zoning classification, use, and development of the Subject Property, and the adjacent area for at least 250 feet in all directions from the Subject Property.

Answer: The property is surrounded by a mix of office and commercial uses. The existing uses and zoning classifications of properties within the general area of 2 Salt Creek Ln are as follows:

a. Immediately North: 8 Salt Creek Ln; Hinsdale 8 Medical Properties, LLC; medical offices; O-3

b. Immediately East: detention pond, part of 1 Salt Creek Ln, Adventist Hinsdale Hospital; O-3

c. Immediately South: Ogden Ave, and J&L Hinsdale, LLC, 336 E Ogden Ave; Jaguar and Land Rover dealership; B-3

d. Immediately West: 901 Elm St, Hinsdale 901 Medical Properties, LLC; medical offices; O-3

Other Uses and nearby classifications:

e. 907 Elm St; Hinsdale 907 Medical Properties, LLC; O-3

f. 400 E Ogden Ave; Bank of Hinsdale; B-3

g. 21 Spinning Wheel Rd; 21 Spinning Wheel Drive LLC; Apt. Building; R-5

There are no properties in a Single-Family Residential District located within 250' of 2 Salt Creek Ln. The closest single-family property is located in the R-4 District approximately 475 feet to the south on Oak St across Ogden Ave.

Also, see Village of Hinsdale Zoning Map; and Exhibit 3: Letter of Compliance with the Illinois State Agency Historic Resources Preservation Act.

6. **Conformity.** Submit with this application a statement concerning the conformity or lack of conformity of the approval being requested to the Village Official Comprehensive Plan and the Official Map. Where the approval being requested does not conform to the Official Comprehensive Plan or the Official Map, the statement should set forth the reasons justifying the approval despite such lack of conformity.

Answer: The approval of the variance requested by the applicant will conform with the Village on Hinsdale Official Comprehensive Plan and the Official Map and the Zoning Code for the following reasons.

The Code already permits new car dealerships along Ogden Ave in the B-3 zoning district. The Applicant is applying for a map amendment to rezone 2 Salt Creek Ln from O-3 General Office District to the B-3 General Business District.

The Applicant is proposing the construction of a 2-story new luxury automobile dealership (McLaren Chicago) of approximately 38,367 gross square feet, or 32,619 net square feet. The B-3 zoning classification and structure size require 119 off-street parking spaces. The site plan provides for 46 outdoor parking spaces. The strict interpretation of the dated Zoning Code language creates an off-street parking deficiency of 73.

The plans also provide 65 indoor parking stalls (19 for the two showrooms; 34 in the second-story parking facility; and 12 for the service area). The dealership's daily operations are very low intensity, and the available combined 111 parking stalls will suffice for the dealership's needs for the present and for the future.

All vehicles for sale and for service are always parked indoors. The dealership projects no more than 20 total new and used cars sales per month including online sales. The dealership has exceptionally low on-site unit sales and it generates low traffic and low use intensity. About 80% of vehicle sales take place online. Also, a vehicle hauler handles 90-95% of service business. The dealership expects to see at most 3 customers driving in the facility each day and at most 3 in-person customer pickup and drop-offs in the service facility each month. At any given time, only 8-10 employees and 2-3 customers are expected to park in the 46 provided outdoor spaces.

The proposed McLaren Chicago use does not demand the off-street parking amount required per Code. The dealership's daily operations are very low intensity, and the available parking stalls are sufficient for the dealership's needs for the present and for the future. The Code does not adequately address the specific use by McLaren Chicago. Further, the added square footage within the facility for all indoor inventory parking results in a greater outdoor parking deficiency and should be a mitigating factor.

7. **Zoning Standards.** Submit with this application a statement specifically addressing the manner in which it is proposed to satisfy each standard that the Zoning Ordinance establishes as a condition of, or in connection with, the approval being sought. (*Section 4 of this application*)

Answer: See below answers to Section 4 of this Application.

8. **Successive Application.** In the case of any application being filed less than two years after the denial of an application seeking essentially the same relief, submit with this application a statement as required by Sections 11-501 and 11-601 of the Hinsdale Zoning Code.

Answer: N/A.

SECTION 3- ZONING RELIEF REQUESTED

1. **Ordinance Provision.** The specific provisions of the Zoning Ordinance from which a variation is sought: *(Attach separate sheet if additional space is needed.)*

Answer: The Hinsdale Zoning Code section for which the variation is sought:

**Sec. 9-104: Off Street Parking,
J. Required Spaces.**

1. Specified Uses:

All uses except as otherwise listed in this subsection J1(d), as follows:

Gross square footage:

10,001 to 50,000 1 for each 275 square feet of net floor area

The Applicant is proposing the construction off a 2-story new luxury automobile dealership (McLaren Chicago) of approximately 38,367 gross square feet, or 32,619 net square feet. According to the above section of the Zoning Ordinance, the number of off-street parking spaces required is 119.

2. **Variation Sought.** The precise variation being sought, the purpose therefore, and the specific feature or features of the proposed use, construction, or development that require a variation: *(Attach separate sheet if additional space is needed.)*

Answer: The Applicant seeks a variance from parking ordinance to reduce the required number of off-street outdoor parking spaces. The facility that the Applicant proposes will have 46 off-street outdoor parking spaces and 65 indoor parking stalls (19 for the two showrooms; 34 in the two-story parking facility; and 12 for the service area). Under the strict interpretation of the dated provisions of the Zoning Code, this facility will create an off-street parking deficiency of 73 parking stalls. However, all vehicle inventory for sale and for service will be parked indoors. Only 8-10 employees and 2-3 customers are expected to park daily in the 46 outdoor spaces each day.

3. **Minimum Variation.** A statement of the minimum variation of the provisions of the Zoning Ordinance that would be necessary to permit the proposed use, construction, or development: *(Attach separate sheet if additional space is needed.)*

Answer: The minimum variation that would be necessary to permit the proposed facility under the strict interpretation of the dated Zoning Code language is 73 parking spaces. This variation is mostly offset by the Facility's 65 indoor parking spaces.

**SECTION 4- STANDARDS FOR VARIATION
AS SET FORTH IN SECTION 11-503(F)
(Fence Applications – Section 5)**

Provide an explanation of the characteristics of the Subject Property that prevent compliance with the provisions of the Zoning Ordinance, and the specific facts you believe support the granting of the requested variation(s). In addition to your general explanation, you must specifically address each of the following conditions required for approval by the Zoning Board of Appeals. Attach a separate sheet of paper to your application marked Section 4 – Standards for Variation.

Answer: The subject Property is a relatively small lot. Any future two-story facility (whether administrative office, medical office, or commercial use) with a size similar to the building that existed previously at the Property (approximately 30,000 square feet) will create a significant parking deficiency and require a variance relief.

- (a) **Unique Physical Condition.** The Subject Property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure of sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the Subject Property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current lot owner.

Answer: 2 Salt Creek Ln is exceptional and unique for several reasons. It is part of the Office Park of Hinsdale where all the lots are Zoned O-3. All lots immediately South of Ogden Ave are zoned B-3. 2 Salt Creek Ln is an irregularly shaped lot at the corner Salt Creek Ln and Ogden Ave. Despite the unique exposure, 2 Salt Creek Ln has been vacant since 2012 following the demolition of a two-story office building. 2 Salt Creek Ln also has a setback of 100 feet from Ogden Ave centerline which reduces its buildable area. 2 Salt Creek Ln also has an existing access drive for use by 901 Elm St (within the Office Park) which further reduces space available for outdoor parking. 2 Salt Creek Ln (Lot 7) is also the second-smallest lot of the 10 lots in the Office Park. A parcel of land immediately to the East within the Office Park of Hinsdale that has a similar size to 2 Salt Creek Ln is used exclusively as a retention pond.

- (b) **Not Self-Created.** The aforesaid unique physical condition is not the result of any action or inaction of the owner, or of the owner's predecessors in title and known to the owner prior to acquisition of the Subject Property, and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of this Code, for which no compensation was paid.

Answer: The Applicant and the owner did not create the unique conditions in 2 Salt Creek Ln. The Village enacted in 2002 the ordinance that established the Office Park of Hinsdale, the lots sizes and shapes, and the O-3 zoning. The Lot is relatively small. Any future two-story facility (whether administrative office, medical office, or commercial use) with a size similar to the building that existed previously at the Property (approximately 30,000 square feet) will create a significant parking deficiency and require a variance relief.

Another previous owner purchased the lot in December 2012 and was unable to develop it during the following 9 years and sold it in January 2022. The Applicant is an affiliate entity of the current owner and has proposed the construction of a state-of-the-art facility which will be a great fit for the location.

- (c) **Denied Substantial Rights.** The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the Subject Property of substantial rights commonly enjoyed by owners of other lots subject to the same provision.

Answer: Requiring the Applicant to strictly conform to the dated provisions of the Zoning Code for which relief is sought would limit the ability of the Applicant to make a commercially viable and attractive use of the Property that will benefit the community as a whole and the Village financially through the generation of sales tax revenue. The proposed use will be a quiet development and a valuable contributor to the community's synergy with neighboring upscale retailers such as Ferrari, Land Rover, and Whole Foods.

McLaren Chicago is a unique and nontraditional luxury car dealership with exceptionally low traffic and low on-site unit sales. About 80% of vehicle sales take place online. To ensure the safety and the value of the vehicles, they will all be parked indoors in the proposed facility. McLaren Chicago also operates with an enclosed vehicle hauler that handles 90-95% of their service business. This results in one truck handling almost all cars that are coming and going for service. The loading truck bay is separate from the remaining 46 outdoor parking spaces.

The dealership projects no more than 20 total new and used cars sales per month including online sales. It also expects to see at most 3 customers driving in the facility each day and at most 3 in-person customer pickup and drop-offs in the service facility each month. As a result, there will be an abundance of on-site and off-street parking spaces available from the 46 outdoor spaces that the Applicant's plans currently offer.

- (d) **Not Merely Special Privilege.** The alleged hardship or difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the

same provision, nor merely an inability to make more money from the use of the subject property; provided, however, that where the standards herein set out exist, the existence of an economic hardship shall not be a prerequisite to the grant of an authorized variation.

Answer: The ability of the Applicant to make a commercially viable use of the Property is not a special privilege. The Applicant's current plans offer an abundance of 46 off-street outdoor parking spaces available for all daily incoming customers and that portion of employees that will park outside. At any given time of day, only 8-10 employees and 2-3 customers are expected to park in the 46 provided outdoor spaces.

Further, all for sale and for service inventory will be parked indoors. Requiring the Applicant to conform to the dated provisions of the Zoning Code for which relief is sought would limit the ability of the Applicant to make a commercially viable and attractive use of the Property that will benefit both the community and the Village. The shopping, and the sale, and the service of luxury cars has evolved over the years and the Applicant's transactions are conducted primarily online with very low on-site customer visits.

- (e) **Code and Plan Purposes.** The variation would not result in a use or development of the Subject Property that would not be in harmony with the general and specific purposes for which this Code and the provision from which a variation is sought were enacted or the general purpose and intent of the Official Comprehensive Plan.

Answer: The variation will result in a desirable and high-end development and use. The proposed facility will be harmonious with the general purpose and intent of the Official Comprehensive Plan which already permits new automobile dealerships in the lots abutting Ogden Ave. The proposed facility blends an attractive use with an innovative design and illustrates exactly how the variation process is supposed to work for the mutual benefit of the community at large and of the Applicant's proposed use. While under the strict interpretation of the dated provisions of the Code this facility creates an off-street parking deficiency of 67 parking spaces, this deficiency is offset by the facility's impressive design that allows for 70 indoor parking spaces. The development will satisfy the intent of the Village's Codes and the Official Comprehensive Plan because only 8-10 employees and 2-3 customers are expected to park daily in the provided 46 outdoor spaces.

- (f) **Essential Character of the Area.** The variation would not result in a use or development of the Subject Property that:

- (1) Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use development, or value of property of improvements permitted in the vicinity; or

Answer: The variation will not have a negative impact on public welfare. It will not injure the enjoyment, use development, or value of property of uses permitted in the vicinity. Instead, an investment of the scale and magnitude that the Applicant proposes will increase the value and desirability of all adjoining lots. The proposed development presents a perfect solution for the Village, with low-intensity use (low foot-traffic, low automotive traffic) and high value tax-revenue.

- (2) Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or

Answer: The variation will not materially impair an adequate supply of light and air to any of the neighbors. The entire structure is only two stories high with a roof line of less than 30' from elevation. There is ample open space between all neighboring buildings. The structure will be among the least-tallest building in the Office Park.

- (3) Would substantially increase congestion in the public streets due to traffic or parking; or

Answer: The variation will not increase congestion in the public streets due to traffic or parking. McLaren Chicago is a unique and nontraditional luxury car dealership with exceptionally low intensity, low traffic, and low on-site unit sales. About 80% of vehicle sales are online. A trailer truck handles 90-95% of their service business. As a result, McLaren Chicago will see at most 2 or 3 in-person customer pickup and drop-offs in the service facility monthly and no more than 2 or 3 customers driving in the facility each day. The proposed development will create of a much lower intensity use than a typical administrative office use or medical office space use in O-3 zoning, or other general retail permitted under B-3 zoning. Any future two-story facility (whether administrative office, medical office, or commercial use) with a size of approximately 30,000 square feet will create a significant parking deficiency and require a variance relief.

- (4) Would unduly increase the danger of flood or fire; or

Answer: The variation will not increase the danger of flood or fire. The development will comply with all applicable fire and safety codes and provide a state-of-the-art fire suppression system within the indoor parking facility.

- (5) Would unduly tax public utilities and facilities in the area; or

Answer: The variation will not tax public utilities and facilities in the area. Moreover, the development will upgrade the water main along Ogden from a 6" line to an 8" line. The existing underground storm trap structure may be expanded as necessary. Communications with ComEd have begun to relocate any easement that runs through the site.

(6) Would endanger the public health or safety.

Answer: The variation will not endanger the public health or safety. Behind the building, the landscaping divides the parking lot into smaller parking zones with healthy green space plantings in between. This feature facilitates vehicular circulation within the parking lot and enhances pedestrian and auto safety. Access to the parking lot will remain at the same location as it is currently from Ogden Ave, to Salt Creek Ln, to Tower Dr, and then on to the site. This way, the site plan guides the visitors in the property. The property will continue to be serviced similarly to how it is now, and there will be and no negative impact on vehicular traffic patterns and conditions on-site and in the vicinity of the site. The main customer entrance to the building will be in the rear of the building and closest to the parking lot to enhance pedestrian access and safety. In addition, the Applicant will install safety gates and extend the iron rod fence to further enhance public health and safety.

(g) **No Other Remedy.** There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the Subject Project.

Answer: Other solutions explored will required the reduction of the size of the building, and that would lead to a reduction of the indoor parking number, and that would lead to a less safe environment for the luxury cars that the dealership sales and services. The Applicant will also maintain an agreement with its the current service facility at 5758 W. Fillmore St., Chicago, which can relieve any improbable congestion in inventory, service, or employees at 2 Salt Creek Lane with 36 additional available parking spaces.

<p style="text-align: center;">SECTION 5- STANDARDS FOR VARIATION – FENCES <i>AS SET FORTH IN SECTION 9-12-3(J)</i></p>

You must specifically address each of the following conditions required for approval of a fence by the Zoning Board of Appeals. Attach a separate sheet of paper to your application marked Section 5 – Standards for Variation - Fences.

- (a) Applicant is affected by unique circumstances which create a hardship justifying relief.
- (b) Will not alter the essential character of the locality.
- (c) Will be in harmony with the general purpose and intent of the code.
- (d) Will set no unfavorable precedent either to the locality or to the Village as a whole.
- (e) Will be the minimum necessary to afford relief to the applicant.
- (f) Will not adversely affect the public safety and general welfare.

SECTION 6- SUBJECT PROPERTY ARCHITECTURAL DRAWINGS/SURVEYS

1. A copy of preliminary architectural and/or surveyor plans showing the floor plans, exterior elevations, and site plan needs to be submitted with each copy of the zoning petitions for the improvements.
2. The architect or land surveyor needs to provide zoning information concerning the existing zoning; for example, building coverage, distance to property lines, and floor area ratio calculations and data on the plans or supplemental documents for the proposed improvements. If applicable, include any grading changes being proposed.

In addition to the data and information required pursuant to any application as herein set forth, every Applicant shall submit such other and additional data, information, or documentation as the Village Manager or any Board of Commission before which its application is pending may deem necessary or appropriate to a full and proper consideration and disposition of the particular application.

SECTION 7- EXPLANATION OF FEES & APPLICANT SIGNATURE

- 1. Application Fee and Escrow.** Every application must be accompanied by a non-refundable application fee of \$250.00 plus an additional \$600.00 initial escrow amount. The applicant must also pay the costs of the court reporter's transcription fees and legal notices for the variation request. A separate invoice will be sent if these expenses are not covered by the escrow that was paid with the original application fees.
- 2. Additional Escrow Requests.** Should the Village Manager at any time determine that the escrow account established in connection with any application is, or is likely to become, insufficient to pay the actual costs of processing such application, the Village Manager shall inform the Applicant of that fact and demand an additional deposit in an amount deemed by him to be sufficient to cover foreseeable additional costs. Unless and until such additional amount is deposited by the Applicant, the Village Manager may direct that processing of the application shall be suspended or terminated.
- 3. Establishment of Lien.** The owner of the Subject Property, and if different, the Applicant, are jointly and severally liable for the payment of the application fee. By signing the applicant, the owner has agreed to pay said fee, and to consent to the filing and foreclosure of a lien against the Subject Property for the fee plus costs of collection, if the account is not settled within 30 days after the mailing of a demand for payment.

By signing below, the owner or their authorized representative, states that he/she consents to the filing of this application and that all information contained herein is true and correct to the best of his/her knowledge.

Name of Applicant(s): **Mouse Motors Inc. a Montana corporation
dba Mouse Automotive Inc.**

Signature of Applicant:

Signature of Applicant:

DocuSigned by:
By: Mike Marzano
E62581B97B1740A

Date: January 6, 2023

<p style="text-align: center;">ADDENDUM – RULES FOR WRITTEN SUBMISSIONS AND ORAL ARGUMENT</p>
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The Hinsdale Zoning Board of Appeals (ZBA) unanimously approved and adopted the following rules governing written submissions and oral arguments on November 15, 2017:

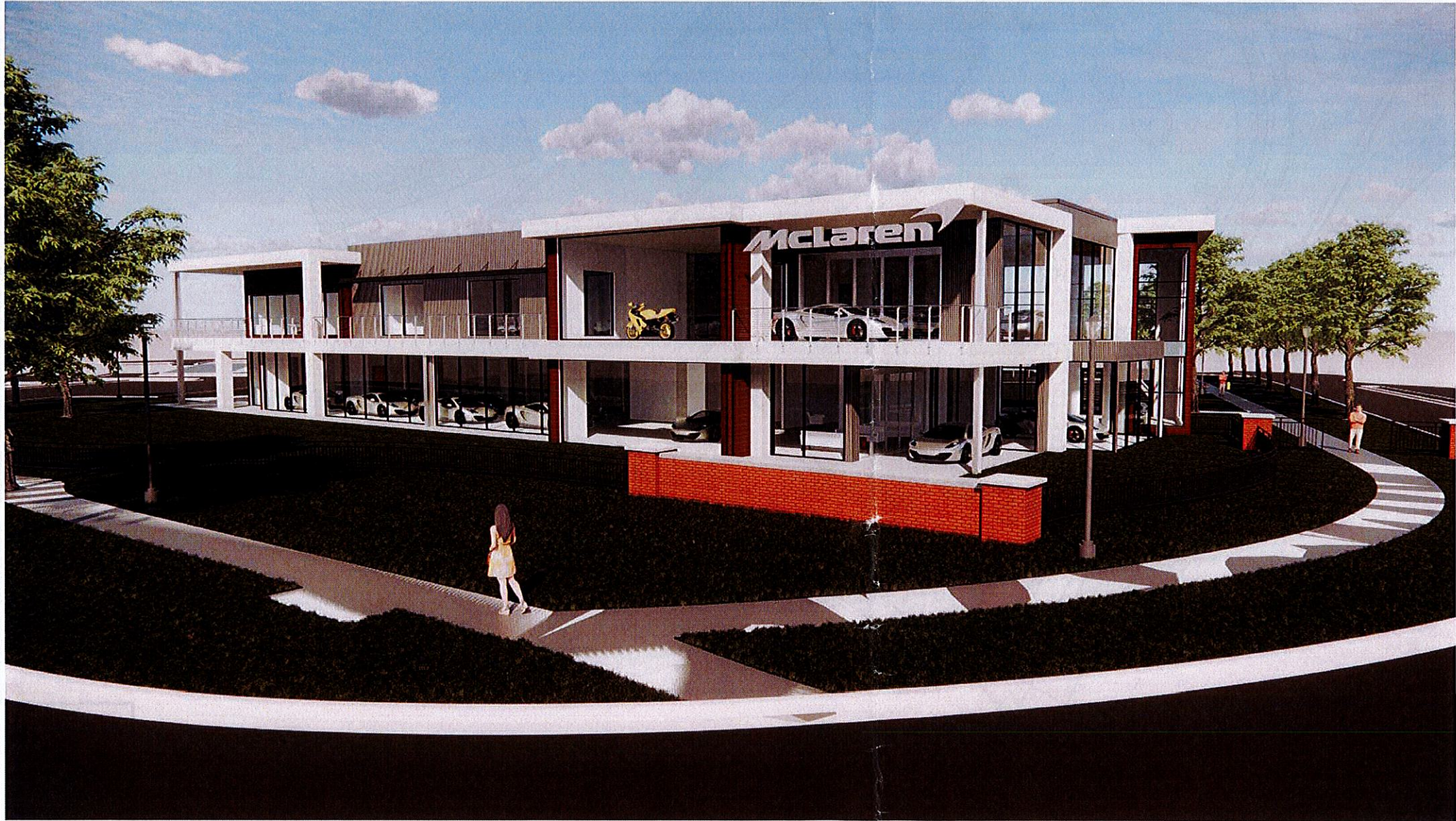
1. No party is required to submit legal briefs or letters to the ZBA in support of any zoning appeal or variance request. The only documents that any appellant or zoning variance applicant must submit are the appeal forms and/or variance request forms and accompanying materials already required under the Hinsdale Zoning Code. The party that filed the appeal or the variance request need not retain counsel to represent them, but they may do so if they wish.
2. If any party wishes to submit a separate legal brief or letter detailing the reasons why the ZBA should grant such appeal or variance request, then such party shall deliver to the Zoning Board of Appeals at Hinsdale Village Hall, 19 E. Chicago Avenue, ten (10) signed copies of such briefs or letters at least 14 days before the ZBA meeting when the ZBA will hold the hearing, the appeal, or the variance application.
3. Within seven days thereafter, the Village of Hinsdale may, but is not required, to file a brief or letter in response to any brief or letter that any other party has filed. Any such letter or brief that the Village may file in response shall conform to all of the requirements established in these rules.
4. Any brief or letter submitted in support of or in response to any such letter or brief must be on 8-1/2" by 11" paper. The text must be double-spaced, but quotations more than two lines long may be indented and single-spaced. The type face must be 14 point type or larger. A one inch margin is required at the top, bottom, and each side of each page. Each page must have a page number at the bottom.
5. No such briefs or letters shall exceed 12 pages unless the ZBA grants a party's request for an extension of that page limit. Footnotes are discouraged.
6. If any such letter or brief cites to any legal authority, then the letter or brief must contain an index indicating each page number of the letter or brief which cites to that legal authority.
7. If any such brief or letter refers to any other documents, then all such documents must be attached as exhibits. Every such exhibit attached to the brief or letter must be identified with an exhibit number, and must be preceded by a numbered tab corresponding with the exhibit number that protrudes on the right hand side of such brief or letter. All such exhibits must be legible.

8. Any such brief or letter containing less than 20 pages of text and exhibits combined must be firmly stapled in the upper left hand corner of the brief or letter. Briefs or letters that contain more than 20 pages of combined text and exhibits must be spiral bound on the left hand side in a manner that does not interfere with the legibility of any such text or exhibits.
9. If any such brief or letter cites any code section, ordinance, statute, or court decision, then such legal authority must be attached in its entirety as an exhibit to the brief or letter, and the exhibit number must be included in the index required under paragraph 6.
10. The ZBA will not consider briefs or letters that do not meet all of these requirements.
11. At the hearing on any such appeal or variance request, the party that filed the appeal or the variance request has a maximum of 15 minutes to present their initial arguments regarding why the ZBA should grant such appeal or variance request; the Village may then have a maximum of 15 minutes to respond; and the party that filed the appeal or variance request may then have five minutes to reply. These time limits may be extended by a maximum of five minutes per side in the ZBA's discretion. These time limits apply only to oral argument by a party to the ZBA regarding whether the facts support a conclusion that the ZBA should grant the appeal or variance request under the applicable zoning standards, but not to any witness testimony that any party may wish to present.
12. Any non-party to any such appeal or variance request who wishes to address the ZBA at the hearing on any such appeal or variance request, may have a maximum of five minutes to address the ZBA regarding whether the ZBA should grant the appeal or variance request.

Adopted by the Zoning Board of Appeals on November 15, 2017

Mouse Motors

PRELIMINARY DESIGN



SHEET INDEX

- SURVEY
- SITE PLAN
- AREA DIAGRAMS
- CIVIL ENGINEERING
- LANDSCAPE DRAWINGS
- FIRST FLOOR
- SECOND FLOOR
- EXTERIOR ELEVATIONS
- EXTERIOR ELEMENTS
- 3D VIEWS
- SITE LIGHTING PLAN

ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY

LINE LEGEND

- LIMITS OF LAND PER
- LEGAL DESCRIPTION
- ADJACENT LAND
- PARCEL LINE
- EASEMENT LINE
- CENTERLINE
- BUILDING SETBACK LINE
- SECTION LINE
- EXISTING CONTOUR

ABBREVIATIONS

- O.D.I.P. = OUTSIDE DIAMETER FROM POE
- TP = TOP OF FOUNDATION
- FF = FINISHED FLOOR
- FES = FLARED END SECTION
- VSP = VITRIFIED CLAY PIPE
- PVC = POLYVINYL CHLORIDE
- DIP = DUCTILE IRON PIPE
- RCP = REINFORCED CONCRETE PIPE
- OMP = CORRUGATED METAL PIPE
- (R) = RECORD BEARING OR DISTANCE
- (M) = MEASURED BEARING OR DISTANCE
- (C) = CALCULATED BEARING OR DISTANCE
- (D) = DED BEARING OR DISTANCE
- N = NORTH
- S = SOUTH
- E = EAST
- W = WEST
- A = ARC LENGTH
- R = RADIUS
- CD = CHORD BEARING
- B.S.L. = BUILDING SETBACK LINE
- U.E. = UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT
- P.U.E. = PUBLIC UTILITY EASEMENT
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- P.U. & D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT
- SC = BACK OF CURB
- BUC = BACK OF DEPRESSION
- FL = FLOW LINE
- C = CONCRETE
- P = PAVEMENT
- G = GRAVEL
- EW = EDGE OF WALK
- TP = TOP OF WALL
- TP = TOP OF POLE
- IE = INVERT ELEVATION
- PL = PILOT LINE
- DS = DOWN SPOUT
- SL = SLOPE LINE
- TSF = TRANSFORMER
- B = BATTER

LEGEND

- FOUND 7/8" O.D.I.P. UNLESS OTHERWISE NOTED (FIELD LOCATION)
- CONCRETE MONUMENT
- CROSS IN CONCRETE
- MANHOLE
- STORM STRUCTURE
- SANITARY MANHOLE
- EASEMENT
- FLARED END SECTION
- TRANSFORMER PAD
- ELECTRIC MANHOLE
- ELECTRIC BOX
- ELECTRIC PEDESTAL
- ELECTRIC MARKER
- ELECTRIC METER
- UTILITY POLE
- UTILITY POLE W/LIGHT
- UTILITY POLE W/TSF
- GUY POLE
- OVERHEAD TRAFFIC SIGNAL
- TRAFFIC SIGNAL MANHOLE
- LIGHT
- LIGHT POLE
- HAND HOLE
- VALVE VAULT
- FIRE HYDRANT
- IRRIGATION CONTROL VALVE
- POST INDICATOR VALVE
- SHARED WATER CONNECTION
- WATER MARKER
- WATER METER
- VALVE BOX
- B/BOX
- SPRINKLER CONTROL VALVE
- TELEPHONE MANHOLE
- TELEPHONE NETWORK INTERFACE
- TELEPHONE MARKER
- TELEPHONE PEDESTAL
- CABLE TELEVISION PEDESTAL
- CONTROL BOX
- WETLAND FLAG
- GAS METER
- GAS VALVE
- GAS MARKER
- DOWN SPOUT
- BORING HOLE
- MONITORING WELL
- GATE POST
- BOLLARD POLE
- SDN
- FLAG POLE
- MANHOLE
- SANITARY SEWER
- STORM SEWER
- WATER MAIN
- GAS MAIN
- ELECTRIC LINE
- OVERHEAD WIRES
- TELEPHONE LINE
- CONIFEROUS TREE W/APPROX. DIAMETER
- DECIDUOUS TREE W/APPROX. DIAMETER
- WETLAND FLAG
- (DRIP LINE SHOWN IS APPROXIMATE)

BENCHMARKS

REFERENCE BENCHMARK:

SURFACE COUNTY BENCHMARK DK3127

DATUM: NAVD83

ELEVATION = 745.97

SURFACE COUNTY BENCHMARK DK3128

ELEVATION = 751.86

SITE BENCHMARKS:

SITE BENCHMARK #1

EAST BOLT ON FIRE HYDRANT AT THE NORTHWEST CORNER OF DODGE ROAD AND

ELEVATION = 681.55

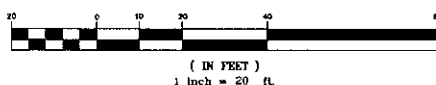
SITE BENCHMARK #2

NORTHWEST CORNER BOLT ON 1ST FIRE HYDRANT SOUTH OF TOWER DRIVE ALONG

WEST SIDE OF SALT CREEK LANE

ELEVATION = 687.47

GRAPHIC SCALE



Call before you dig.

UTILITY STATEMENT

THE UNDERSIGNED HAS BEEN ADVISED BY THE UTILITY COMPANIES THAT THE LOCATION OF THE UTILITY LINES SHOWN ON THIS SURVEY IS BASED ON THE RECORDS OF THE UTILITY COMPANIES. THE UTILITY COMPANIES HAVE BEEN ADVISED OF THE LOCATION OF THE UTILITY LINES SHOWN ON THIS SURVEY. THE UTILITY COMPANIES HAVE BEEN ADVISED OF THE LOCATION OF THE UTILITY LINES SHOWN ON THIS SURVEY. THE UTILITY COMPANIES HAVE BEEN ADVISED OF THE LOCATION OF THE UTILITY LINES SHOWN ON THIS SURVEY.

NO.	DATE	BY
1	12-20-22	RHM

PROJECT	CLIENT
2 Salt Creek Lane - Hinsdale	Verity

COMPASS SURVEYING LTD.
ALTA SURVEYS & TOPOGRAPHY & CONSTRUCTION STAKING
2631 GINGER WOODS PARKWAY, STE. 100
AURORA, IL 60002
PHONE: (630) 824-0100 FAX: (630) 824-0100 EMAIL: ADMIN@COMPASSSURVEYING.COM

SCALE: 1" = 20'

2 OF 2

PROJ. NO.: 21.0310



SITE INFORMATION	
ADDRESS	2 SALT CREEK LANE
PARCEL SIZE	2.201 ACRES (95,893 SF)
TAX KEY	09-01-207-012
ZONING	CURRENT = O-3 (OFFICE) PROPOSED = B-3 (BUSINESS)

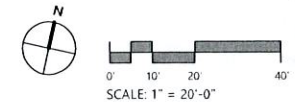
AREAS	
BUILDING	
MEASURED FAR	19,488 SQFT
FIRST FLOOR	18,879 SQFT
SECOND FLOOR	38,367 SQFT
NET AREA	
FIRST FLOOR	17,704 SQFT
SECOND FLOOR	14,915 SQFT
SITE	
FOOTPRINT	19,488 SQFT
OPEN AREA (GREENSPACE)	31,670 SQFT
CONCRETE (PATIO/WALKS)	4,386 SQFT
ASPHALT (PARKING/ROADS)	40,349 SQFT

ZONING FOR B-3	
BUILDING HEIGHT	
MAX HEIGHT	30'
PROPOSED HEIGHT	30'
LOT AREA AND DIMS	
MIN LOT AREA	6,250 SF
PROVIDED	95,893 SF
MIN LOT WIDTH	50'
PROVIDED	297'-5"
MIN LOT DEPTH	125'
PROVIDED	357'-3"
MIN YARDS & SETBACKS	
FRONT & CORNER SIDE	
YARDS	25'
PROVIDED	57'
FROM OGDEN CENTER	100'
PROVIDED	103'-3"
ALL OTHERS	25'
N/A	
SIDE	
YARDS	10'
PROVIDED	10'-8"
SETBACK	10'
PROVIDED	10'-8"
REAR	
YARDS	20'
PROVIDED	22'-4"
SETBACKS	20'
PROVIDED	115' 9 1/2"
MAX FLOOR AREA RATIO	
MAX FAR ALLOWED	50%
19,488 / 18,879 =	38,367 / 95,893 = 40%
PROPOSED FAR	40%
MAX LOT COVERAGE	
MAX COVERAGE	90%
64,223 / 95,893 = 67%	
PROPOSED COVERAGE	67%

PARKING	
PARKING	
1 STALL REQUIRED PER 275 SQFT OF NET AREA	
NET AREA	32,619 SQFT
32,619 / 275 = 119	
STALLS REQUIRED	119
STALLS PROVIDED	
OUTDOOR	46

Mouse Motors

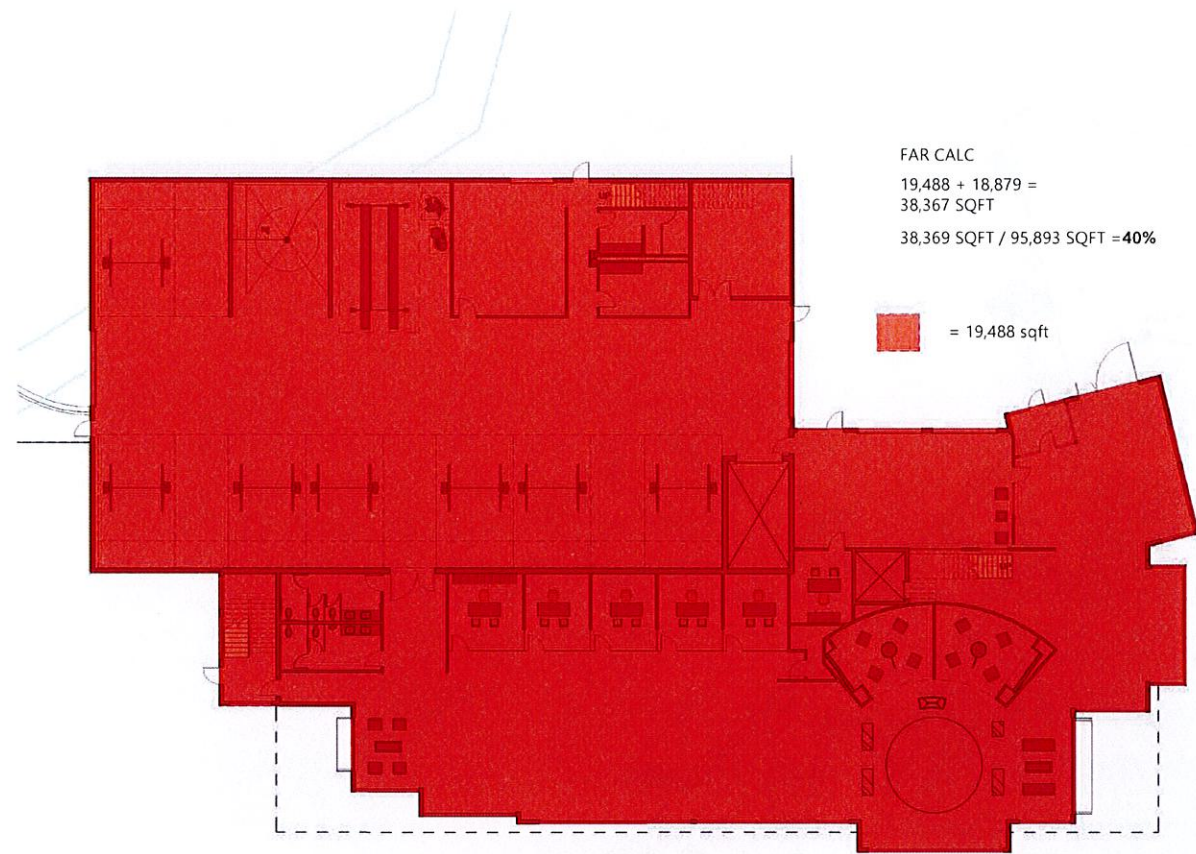
Site Plan - #2 Salt Creek LN



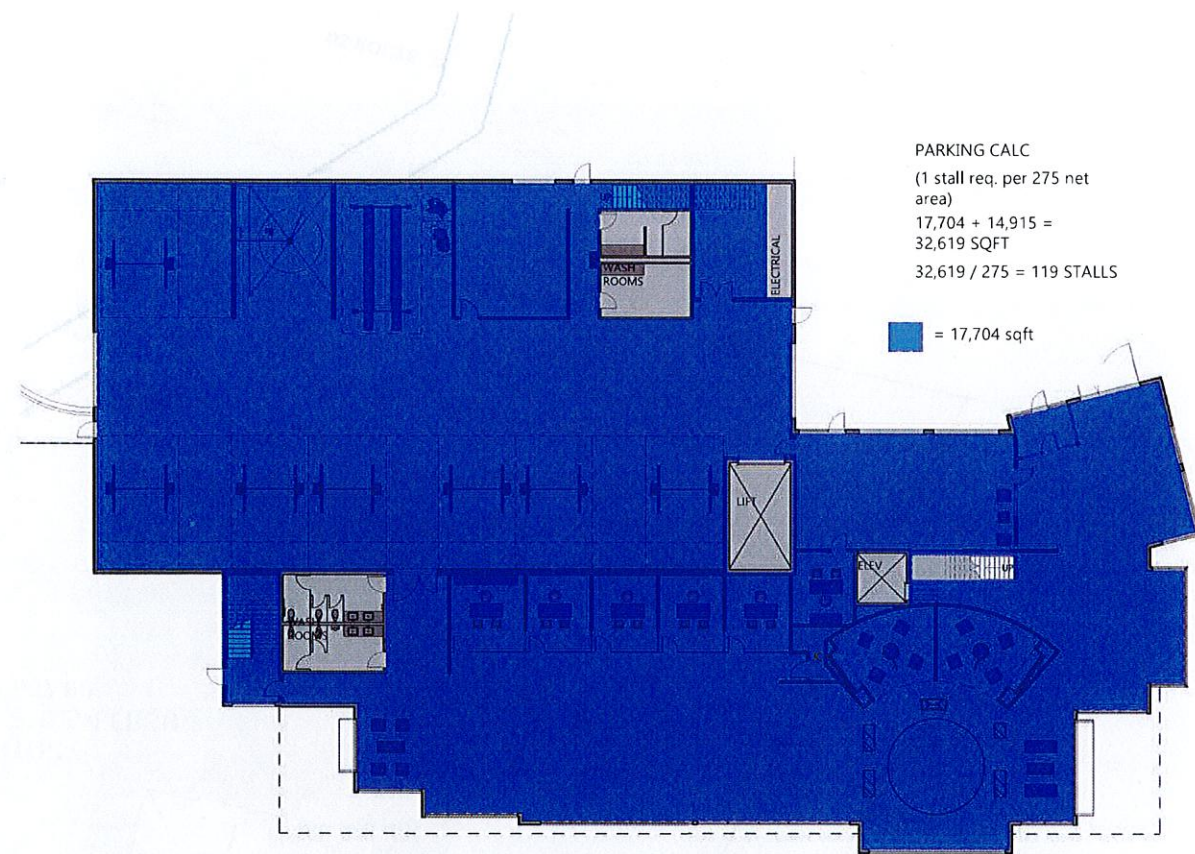
22036

December 28th, 2022

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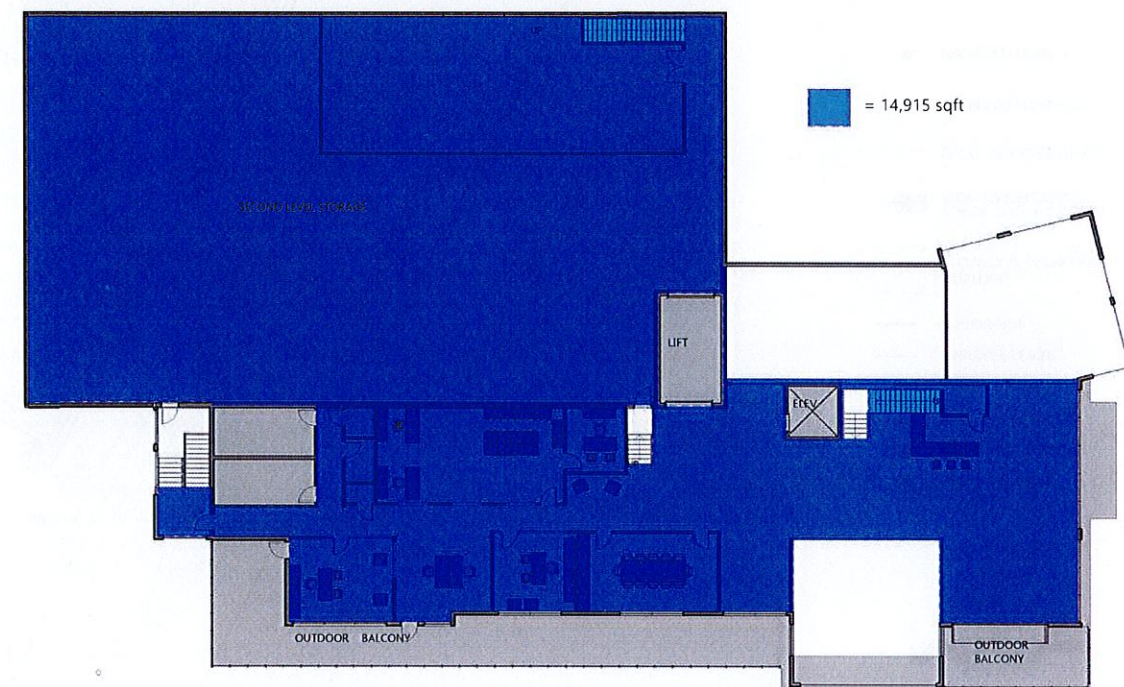
B1 FIRST FLOOR - FAR
 1/16" = 1'-0"



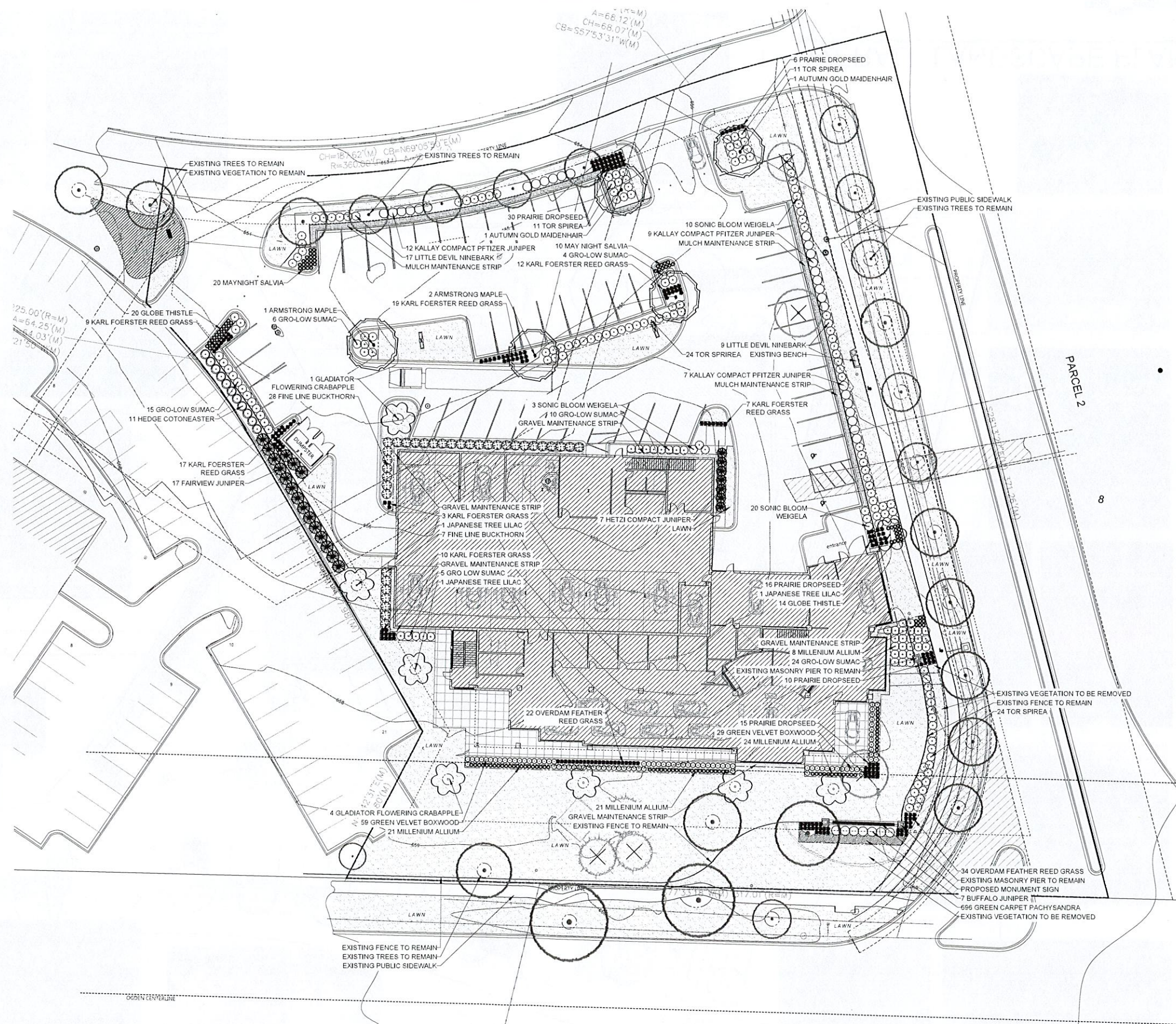
B3 FIRST FLOOR - Net Floor Area
 1/16" = 1'-0"



A1 SECOND FLOOR - FAR
 1/16" = 1'-0"



A3 SECOND FLOOR - Net Floor Area
 1/16" = 1'-0"



**HELLER &
ASSOCIATES, LLC**
LANDSCAPE ARCHITECTURE

P.O. Box 1359
Lake Geneva, Wisconsin 53147-1359
ph 262.639.9733
david@wdavidheller.com
www.wdavidheller.com

PROJECT
McLAREN
MOTORS

East Ogden Ave.
Hinsdale, IL

ISSUANCE AND REVISIONS

DATE	DESCRIPTION
10.14.22	CONCEPT ISSUE
10.21.22	PLANTING PLAN
11.3.22	REVISED SITE PLAN
11.22.22	REVISED SITE PLAN



These plans were prepared by
W. David Heller, ASLA
Registered Landscape Architect
#157-000558

Information contained herein is based on survey information, field inspection, and believed to be accurate.

SHEET TITLE

OVERALL LANDSCAPE PLAN

PROJECT MANAGER WDH

PROJECT NUMBER 22-059

DATE 12.5.22

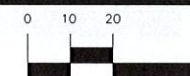
SHEET NUMBER

L 1.0



OVERALL LANDSCAPE PLAN

Scale: 1" = 20'0"



HELLER & ASSOCIATES, LLC
 LANDSCAPE ARCHITECTURE
 P.O. Box 1359
 Lake Geneva, Wisconsin 53147-1359
 ph 262.639.9733
 david@wdavidheller.com
 www.wdavidheller.com

PROJECT
McLAREN MOTORS

East Ogden Ave.
 Hinsdale, IL

ISSUANCE AND REVISIONS

DATE	DESCRIPTION
10.14.22	CONCEPT ISSUE
10.21.22	PLANTING PLAN
11.3.22	REVISED SITE PLAN
11.22.22	REVISED SITE PLAN

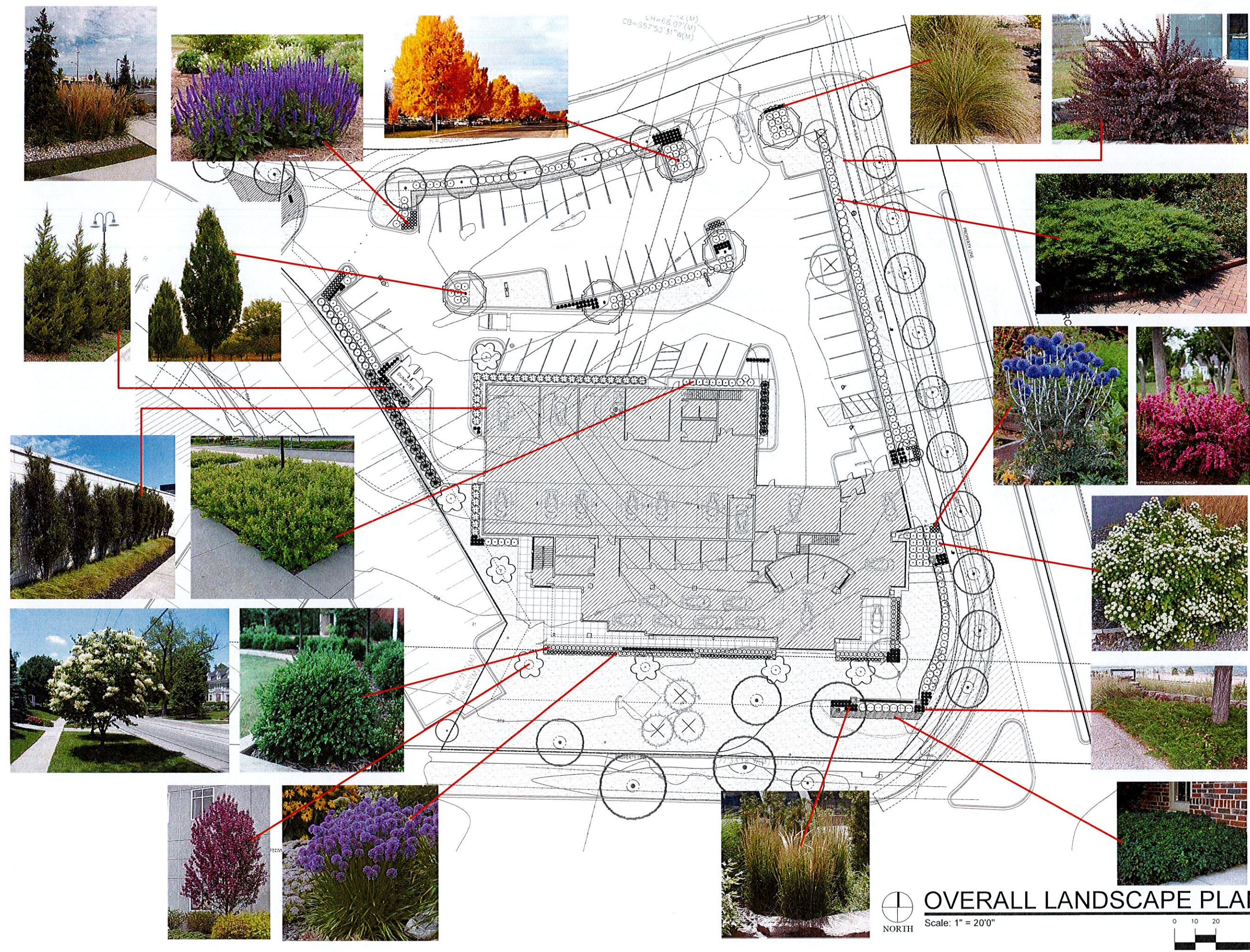


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SHEET TITLE
**OVERALL
 LANDSCAPE
 PLAN:
 IMAGES**

PROJECT MANAGER	WDH
PROJECT NUMBER	22-059
DATE	12.5.22
SHEET NUMBER	

L 1.05



PROJECT

McLAREN
MOTORS

East Ogden Ave.
Hinsdale, IL

ISSUANCE AND REVISIONS

DATE	DESCRIPTION
10.14.22	CONCEPT ISSUE
10.21.22	PLANTING PLAN
11.3.22	REVISED SITE PLAN
11.22.22	REVISED SITE PLAN



These plans were prepared by
W. David Heller, ASLA
Registered Landscape Architect
#157-000558

Information contained herein is based on survey information, field inspection, and believed to be accurate

SHEET TITLE

LANDSCAPE
DETAILS,
NOTES, &
SCHEDULE

PROJECT MANAGER WDH

PROJECT NUMBER 22-059

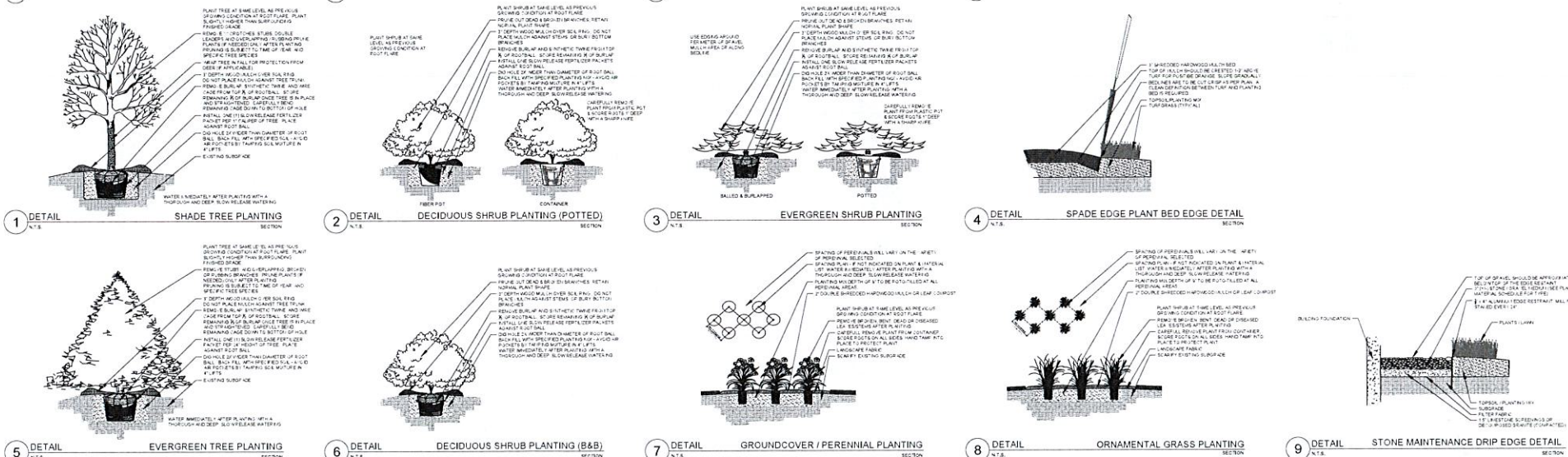
DATE 12.5.22

SHEET NUMBER

L 1.2

PLANT KEY	QUANTITY	PLANT MATERIAL PROPOSED		CAULP/HEIGHT SIZE	ROOT	SPECIFICATION / NOTES	PLANT SPACING
Proposed Landscape Materials							
SHADE TREES (DECIDUOUS)							
ARM	3	Acer freemanii 'Armstrong'	Armstrong Red Maple	10'	B&B	Straight central leader, full and even crown. Prune only after planting	
AGG	2	Ginkgo biloba 'Autumn Gold'	Autumn Gold Maidenhair	2.5'	B&B	Straight central leader, full and even crown. Prune only after planting	
PLANT KEY	QUANTITY	PLANT MATERIAL PROPOSED		CAULP/HEIGHT SIZE	ROOT	SPECIFICATION / NOTES	PLANT SPACING
ORNAMENTAL TREES (DECIDUOUS)							
GFC	5	Malus 'strangers Durel'	Gladator Flowering Crabapple	7.5' H	B&B	Well balanced multi-stemmed tree with minimum four canes, and full appearance	
JTL	5	Syringa reticulata 'Ivory Silk'	Ivory Silk Japanese Tree Lilac	7-8'	B&B	Well balanced multi-stemmed tree with minimum four canes, and full appearance	
PLANT KEY	QUANTITY	PLANT MATERIAL PROPOSED		HEIGHT SIZE	ROOT	SPECIFICATION / NOTES	PLANT SPACING
EVERGREEN TREES							
HCI	7	Juniperus chinensis 'Metali Columnaris'	Metali Columnar Juniper (upright)	5-6'	B&B	Evenly shaped tree with branching to the ground	42"
FVI	17	Juniperus scopulorum 'Fairview'	Fairview Upright Juniper (upright)	5-6'	B&B	Evenly shaped tree with branching to the ground	60"
PLANT KEY	QUANTITY	PLANT MATERIAL PROPOSED		SHRUB SIZE (HEIGHT)	ROOT/CONT.	SPECIFICATION / NOTES	PLANT SPACING
EVERGREEN SHRUBS							
OVB	88	Buxus 'Green Velvet'	Green Velvet Boxwood	24"	Cont.	Full rounded well branched shrub	24-30"
KCPI	28	Juniperus chinensis 'Kallay'	Kallay Compact Pfitzer Juniper	15"	Cont.	Full rounded well branched shrub	48"
Bul	7	Juniperus sabinia 'Buffalo'	Buffalo Juniper	15"	Cont.	Full rounded well branched shrub	42"
PLANT KEY	QUANTITY	PLANT MATERIAL PROPOSED		SHRUB SIZE (HEIGHT)	ROOT/CONT.	SPECIFICATION / NOTES	PLANT SPACING
DECIDUOUS SHRUBS							
HC	11	Cotoneaster acutifolia	Peking (Hedge) Cotoneaster	42"	B&B	Full, well rounded plant with moist rootball and healthy appearance	30-42"
LDN	26	Physocarpus opulifolius 'Little Devil'	Little Devil Ninebark	30"	Cont.	Full, well rooted plant, evenly shaped	60"
FLB	35	Rhamnus frangula	Fine Line Buckthorn	15"	Cont.	Full, well rooted plant, evenly shaped	48"
GLS	64	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	15"	Cont.	Full, well rooted plant, evenly shaped	42"
TBS	70	Spiraea betulifolia 'Tor'	Tor Spiraea	15"	Cont.	Full, well rooted plant, evenly shaped	36"
SEW	33	Weigela florida 'Sonic Bloom'	Sonic Bloom Weigela	24"	Cont.	Full, well rooted plant, evenly shaped	42"
PLANT KEY	QUANTITY	PLANT MATERIAL PROPOSED		CONTAINER SIZE		SPECIFICATION / NOTES	PLANT SPACING
ORNAMENTAL GRASSES							
KRIG	77	Calamagrostis acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Grass	#1	Cont.	Full, well rooted plant	15-18"
ORG	56	Calamagrostis acutiflora 'Overdam'	Overdam Feather Reed Grass	#1	Cont.	Full, well rooted plant	15'
PDS	77	Sporobolus heterolepis	Prairie Dropseed	#1	Cont.	Full, well rooted plant	18"
PLANT KEY	QUANTITY	PLANT MATERIAL PROPOSED		CONTAINER SIZE		SPECIFICATION / NOTES	PLANT SPACING
HERBACEOUS PERENNIALS							
MA	24	Allium 'Millenium'	Millenium Allium	#1	Cont.	Full, well rooted plant, evenly shaped	18"
BOGT	34	Echinops bannaticus	Blue Glow Globe Thistle	#1	Cont.	Full, well rooted plant, evenly shaped	18"
MNS	30	Salvia xuspeba 'May Night'	May Night Salvia	#1	Cont.	Full, well rooted plant, evenly shaped	18"
PLANT KEY	QUANTITY	PLANT MATERIAL PROPOSED		CONTAINER SIZE		SPECIFICATION / NOTES	PLANT SPACING
GROUNDCOVERS & VINES							
GCP	696	Pachysandra terminalis 'Green Carpet'	Green Carpet Pachysandra	3"	Pot	Full, well rooted plant	6"
PLAN KEY	QUANTITY	PLANT MATERIAL PROPOSED		CONTAINER SIZE		SPECIFICATION / NOTES	PLANT SPACING
LAWN							
2786		Lawn Establishment Area / Grading Area			5Y	Reinder's Deluxe 50 Seed Mix (800-785-3301)	
25075		Erosion Matting for sloped seeded areas	see plan for area delineation		SF	EroTex D575 Erosion Control Blanket (or approved equal)	
2786		Sodded Areas (identified on plan)	see plan for area delineation		5Y	Fresh cut, weed free, Bluegrass Blend Sod; Water immediately after installation	
Hardscape Materials							
8		Heritage River Gravel Mulch (1.0-1.5" pieces)	Area: 740SF		1N	2" depth	
500		Aluminum Edge Restraint (gravel areas)	Permaloc ProSlide 3/16"x5.5" Black Duralux finish		UF		
740		Landscape Fabric	SF		SF		
72		Shredded Hardwood Mulch (3" depth)	Area: 2,740SF		CY	Install at Tree & Shrub Installations; apply Preemergent	
25		Double-Shredded Hardwood Mulch (2" depth)	Area: 4,000SF		CY	Install at Perennial, Ornamental Grasses & Groundcover areas; apply Preemergent	
73		Soil Amendments (2" depth)	Area: 11,760SF		CY	See Landscape General Notes for composition of Soil Amendments	
77		Pulverized Topsoil (1" at all seeded and sodded areas)	Area: 25,075SF		CY		
73		Pulverized Topsoil (2" over bed areas)	Area: 11,760SF		CY		
*Landscape counts & quantities are provided as a service to the Landscape Contractor; Landscape Contractor is responsible for verifying these counts and quantities in order to provide a complete landscape installation as outlined on this Landscape Master Plan. In the event that a discrepancy occurs between this schedule and the Landscape Master Plan, the Landscape Master Plan, including the graphics and notations depicted thereon, shall govern.							
Seed Compositions:							
Reinder's Deluxe 50 Seed Mix (800-785-3301):							
20% Kentucky Bluegrass (Sod Quality)							
15% Newport Kentucky Bluegrass							
15% Ken Blue Kentucky Bluegrass							
25% Creeping Red Fescue							
15% Quebec Perennial Ryegrass							
10% Fiesta III Perennial Ryegrass							
Seed at rate of 150-200# per acre							

PLANT & MATERIAL SCHEDULE



PLANTING & HARDSCAPE DETAILS



Joint
Utility
Locating
Information for
Excavators

Call 48 hours before you dig
(Excluding Sat., Sun. & Holidays)

- Contractor responsible for contacting JULIE - Utility Locators (811 or 800-892-0123) to have site marked prior to excavation or planting.
- Contractor to verify all plant quantities shown on Plant & Material List and landscape planting symbols and report any discrepancies to Landscape Architect or General Contractor.
- All plantings shall comply with standards as described in American Standard of Nursery Stock - 260.1 ANSI (latest version). Landscape Architect reserves the right to inspect, and potentially reject any plants that are inferior, compromised, undersized, diseased, improperly transported, installed incorrectly or damaged. No sub-standard "B Grade" or "Park Grade" plant material shall be accepted. Plant material shall originate from nursery(ies) with a similar climate as the planting site.
- Any potential plant substitutions must be approved by Landscape Architect or Owner. All plants must be installed as per sizes indicated on Plant & Material Schedule, unless approved by Landscape Architect. Any changes to sizes shown on plan must be submitted in writing to the Landscape Architect prior to installation.
- Topsoil in Parking Lot Islands (if applicable). All parking lot islands to be backfilled with topsoil to a minimum depth of 12" to insure long-term plant health. Topsoil should be placed within 3" of finish grade by General Contractor / Excavation Contractor during rough grading operations/activity. The landscape contractor shall be responsible for the fine grading of all disturbed areas, planting bed areas, and lawn areas. Crown all parking lot islands a minimum of 4" to provide proper drainage, unless otherwise specified.
- Tree Planting. Plant all trees slightly higher than finished grade at the root flare. Remove excess soil from the top of the root ball, if needed. Remove and discard non-biodegradable ball wrapping and support wire. Remove biodegradable butrap and wire cage (if present) from the top of the rootball and carefully bend remaining wire down to the bottom of the hole. Once the tree has been placed into the hole and will no longer be moved, score the remaining of the butrap and remove the twine. Provide three slow-release fertilizer for each tree planted.
- Tree Planting. Backfill tree planting holes 80% existing soils removed from excavation and 20% plant starter mix. Avoid air pockets and do not tamp soil down. Discard any gravel, rocks, heavy clay, or concrete pieces. When hole is full, trees shall be watered thoroughly, and water left to soak in before proceeding to fill the remainder of the hole. Water again to full soak in the new planting. Each tree shall receive a 3" deep, 4-5" diameter (see planting details or planting plan) shredded hardwood bark mulch ring around all trees planted in lawn areas. Do not build up any mulch onto the trunk of any tree. Trees that are installed incorrectly will be replaced at the time and expense of the Landscape Contractor.
- Shrub Planting. All shrubs to be planted in groupings as indicated on the Landscape Plan. Install with the planting of shrubs a 50% mix of plant starter with topsoil. Install topsoil into all plant beds as needed to achieve proper grade and displace undesirable soil (see planting detail). Remove all excessive gravel, clay and stones from plant beds prior to planting. When hole(s) are full, shrubs shall be watered thoroughly, and water left to soak in before proceeding. Provide slow-release fertilizer packets at the rate of 1 per 24" height/diameter of shrub at planting.
- Mulching. All tree and shrub planting beds to receive a 3" deep layer of high quality shredded hardwood bark mulch (not pigment dyed or organic-mulch). All perennial planting areas (groupings) shall receive a 2" layer of double-shredded hardwood bark mulch, and groundcover areas a 2" layer of the same mulch. Do not mulch annual flower beds (if applicable). Do not allow mulch to contact plant stems and tree trunks.
- Edging. All planting beds shall be edged with a 4" deep spade edge using a flat landscape spade or a mechanical edger. Boundaries are to be cut crisp, smooth as per plan. A clean definition between landscape beds and lawn is required. Pack mulch against lawn edge to hold in place.
- Plant bed preparation. All perennial, groundcover and annual areas (if applicable) are required to receive a blend of organic soil (Soil Amendments) amendments prior to installation. Rotate till the following materials at the following rate, into existing soil beds or installed topsoil beds to a depth of approximately 8-10":
 - Per 100 SF of bed area:
 - 1/2 CY Peat Moss or Mushroom Compost
 - 1/2 CY blended/pulverized Topsoil
 - 2 pounds starter fertilizer
 - 1/2 CY composted manure
- Lawn Installation for all sodded turfgrass areas. Contractor to furnish and prepare blended topsoil (2" minimum) and sod bed, removing all debris and stones 3/4" and larger. Apply a 10-10-10 starter lawn fertilizer uniformly throughout areas prior to laying sod. Use only premium sod blend according to TPI (revised 1995) and ASPA Standards. Install sod uniformly with staggered joints, laid tightly end to end and side to side. Roll sod with a walk behind roller and water immediately upon installation to a 3" depth. Stake any sod installed on slopes steeper than 1:3, and in all slope applications. Contractor is responsible to provide a smooth, uniform, healthy turf, and is responsible for the first two mowings of the newly installed turf, and is also responsible for watering during this period.
- Installation preparation for all seeded areas. remove/kill off any existing unwanted vegetation prior to seeding. Prepare the topsoil (if adequate or provide as in item #8 above) and seed bed by removing all surface stones 1" or larger. Apply a starter fertilizer and specified seed uniformly at the specified rate, and provide mulch covering suitable to germinate and establish turf. Provide seed and fertilizer specifications to Landscape Architect and Owner prior to installation. Erosion control measures are to be used in swales and on slopes in excess of 1:3 and where applicable (see Civil Engineering Drawings). Methods of installation may vary at the discretion of the Landscape Contractor on his/her responsibility to establish and guarantee a smooth, uniform, quality turf. A minimum of 2" of blended, prepared and non-compacted topsoil is required for all lawn areas. If straw mulch is used as a mulch covering, a tackifier may be necessary to avoid wind dispersal of mulch covering. Marsh hay containing reed canary grass is NOT acceptable as a mulch covering.

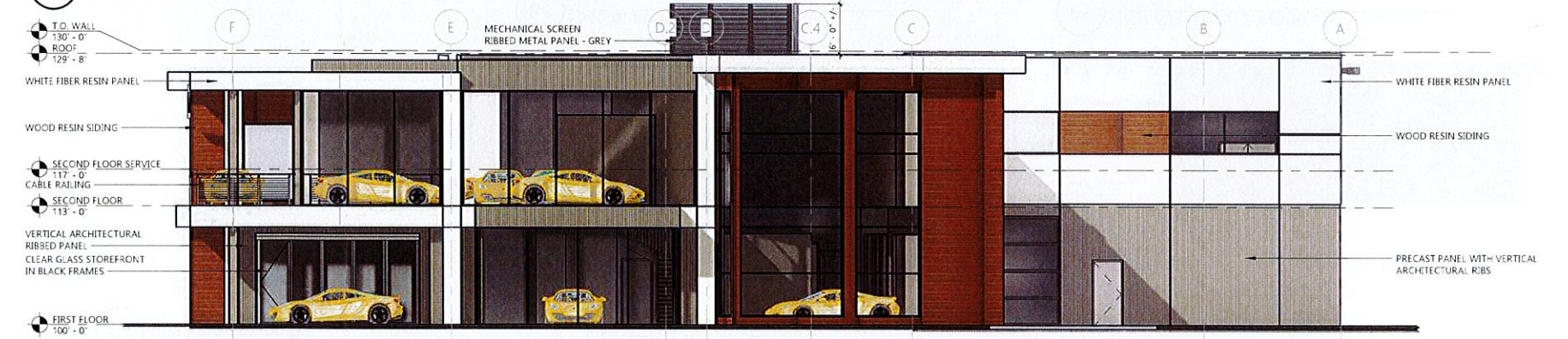
An acceptable quality seed installation is defined as having:
No bare spots larger than one (1) square foot
No more than 10% of the total area with bare areas larger than one (1) square foot
A uniform coverage through all turf areas
- No-Mow seed areas. "No-Mow" fine fescue seed mix with annual ryegrass mix (available at Reinder's Landscape Supply 800-785-3301, or Prairie Nursery 800-476-9453) or approved equivalent mix from a reputable seed mix provider. Apply at rate recommended by supplier. Prepare seed bed and soil as specified in item #13 above.
- Native Prairie Seed Mix / Stormwater Seed Mix / Infiltration Swale Seed Mix. Native seed mixes as listed on the Plant and Material List or other seeding schedules outlined on the landscape plan set. Seed mixes available from Agrecol Native Seed and Plant Nursery 808-223-3571 or approved equivalent mix from a reputable seed mix provider. Apply at rates specified herein, or per supplier recommendation. Prepare soil and seed bed as in item #13 above.
- Warranty and Replacements. All plantings are to be watered thoroughly at the time of planting, through construction and upon completion of project as required. Trees, Evergreens, and Shrubs (deciduous and evergreen) shall be guaranteed (100% replacement) for a minimum of one (1) year from the date of project completion. Perennials, groundcovers, and ornamental grasses shall be guaranteed for a minimum of one (1) growing season. Perennials, groundcovers, and ornamental grasses planted after September 15th shall be guaranteed through May 31st of the following year. Only one replacement per plant will be required during the warranty period, except for losses or replacements due to failure to comply with specified requirements. Watering and general ongoing maintenance instructions are to be supplied by the Landscape Contractor to the Owner upon completion of the project.
- The Landscape Contractor is responsible for the watering and maintenance of all landscape areas for a period of 45 days after the substantial completion of the landscape installation. This shall include all trees, shrubs, evergreens, perennials, ornamental grasses, turf grass, no-mow grass, and native prairie seed mix / stormwater seed mix. Work also includes weeding, edging, mulching (only if required), fertilizing, binning, sweeping up grass clippings, pruning and deadheading.
- Project Completion. Landscape Contractor is responsible to conduct a final review of the project, upon completion, with the Landscape Architect, Client or Owner / Client Representative, and the General Contractor to answer questions, provide written care instructions for new plantings and turf, and ensure that all specifications have been met.



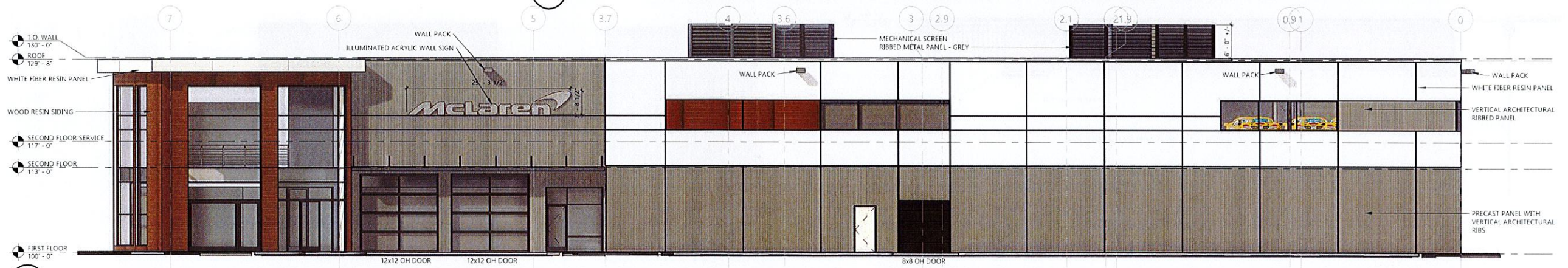
D1 South Elevation
1/8" = 1'-0"



C3 West Elevation
1/8" = 1'-0"



B3 East Elevation
1/8" = 1'-0"



A1 North Elevation
1/8" = 1'-0"

Mouse Motors

Exterior Building Elevations



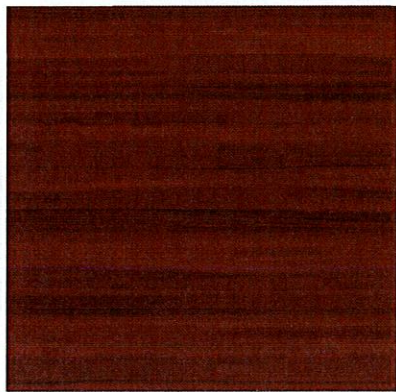
22036

December 5th, 2022

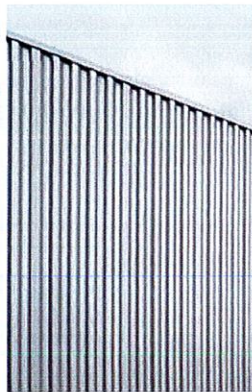
© 2022 The Redmond Company



C1 WHITE FIBER RESIN PANEL
1/8" = 1'-0"



C2 WOOD RESIN PANEL
1/8" = 1'-0"



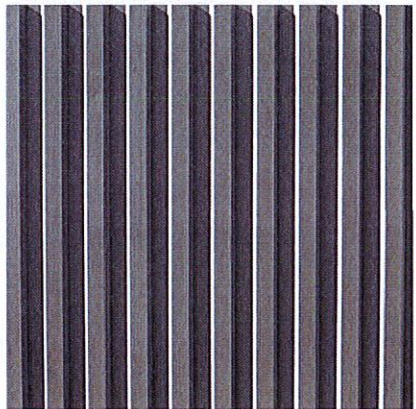
C3 VERTICAL ARCHITECTURAL RIBBED PANEL
1/8" = 1'-0"



B1 GLASS STOREFRONT IN BLACK FRAME
1/8" = 1'-0"



B2 CABLE RAILING
1/8" = 1'-0"



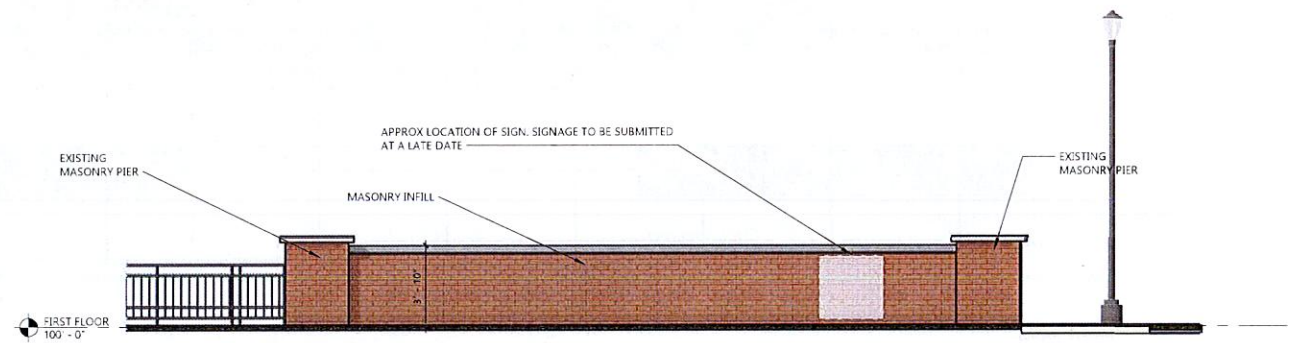
A1 PRECAST PANEL
1/8" = 1'-0"



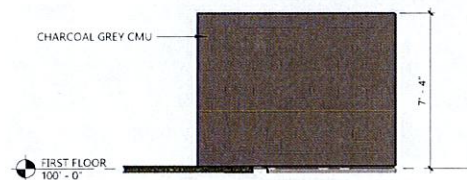
7.2 RIB

- **Material:** Smooth aluminum, 3003 H14 alloy
- **Thickness:** .063"
- **Finish:** 4000 Series powder finish on both sides

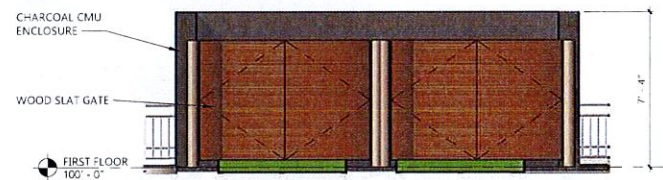
A2 MECHANICAL SCREEN RIBBED PANEL
1/8" = 1'-0"



C4 MASONRY WALL INFILL
1/4" = 1'-0"



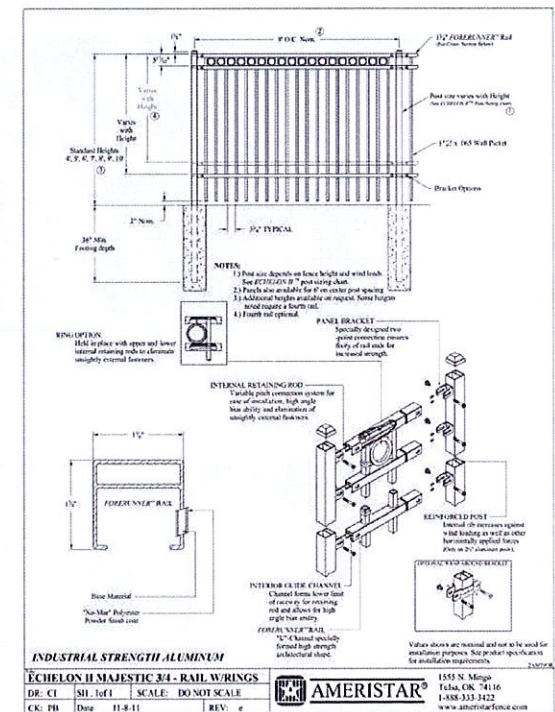
B4 ENCLOSURE SIDE ELEVATION
1/4" = 1'-0"



B5 ENCLOSURE FRONT ELEVATION
1/4" = 1'-0"



A4 36" ORNAMENTAL FENCE
1/8" = 1'-0"



Mouse Motors

Misc Exterior Elements



D2 OGDEN AVE



C2 SALT CREEK



B2 REAR



A2 CORNER

Performance Data

Description

Multiple mounting options and distribution types make this a highly versatile solution for parking lots, sites and roadways. The Talon is always part of Unite Lit's 2 day quick ship program for ultimate convenience.

Features

- Highly durable powder coat finish over chromatic conversion coating
- Die cast aluminum IP65 housing UL listed with integral heatsink
- 4 convenient mounting types for all installations
- Thermal and shock resistant 3G tested for roadways and crane mounting



Ordering Information

Example: TL-150-5K-U-T4-BRZ-PI-1-3PIN-PC-HSS

Series	Wattage	Optic	Color Temp	Voltage	Color	Mounting
H Tactix	100 150 200 240 300	H3 Type 3 H4 Type 4 H5 Type 5	4K 4000K	9 120-277 H 277-450	H1 6000K H2 5000K WH White	SF Slip Fit Mount FM Flare Mount TM Tension Mount

Performance Data

CRI 70+	Dimming 0-10v, 10% to 100%
CCT 4000K, 5000K	Operating Temp -40°C to +55°C
Lifetime L80 100,000+	IP Rating IP 65

Description

The Galaxy's clean lines provide a fantastic versatile cutoff wall pack for those in search of a more modern look to their projects. The three wattage and three kelvin adjustability delivers all of your stocking needs in one package. The IP65 powder coat finish and high impact lens delivers highly durable maintenance free lighting for years to come.

Features

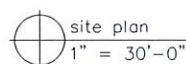
- Highly durable powder coat finish over chromatic conversion coating
- Die cast aluminum IP65 housing UL listed with integral heatsink
- 1/2" threaded conduit entry in 4 convenient locations
- Fully adjustable Wattage and Color Temperature for one SKU convenience







Ordering Information

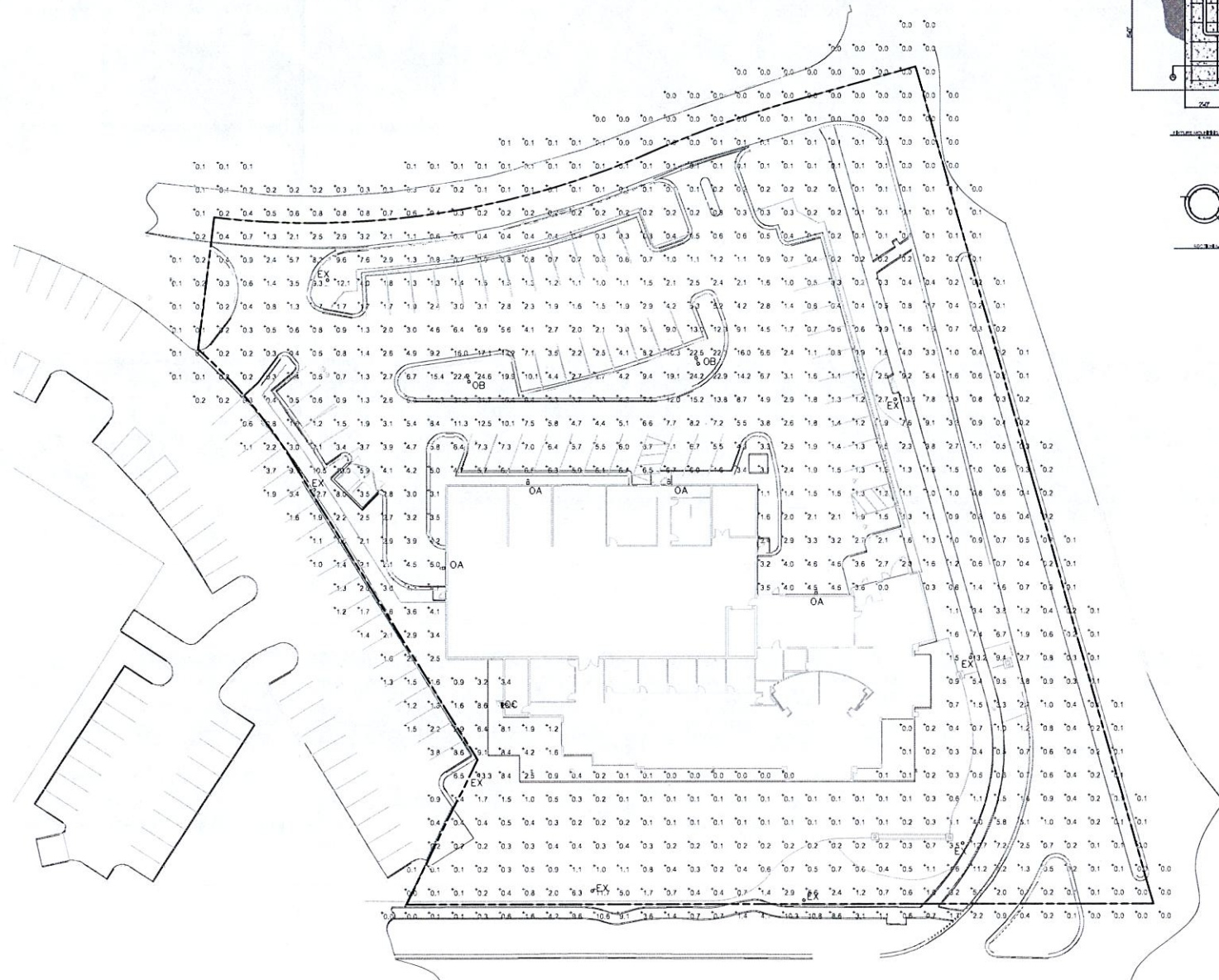
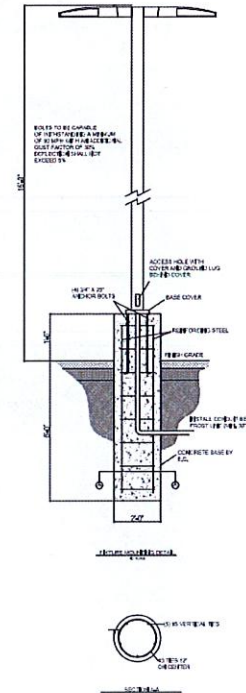
Example: GX MW MK U CL BZ

Series	Wattage	Color Temp.	Voltage	Lens	Color	Accessories
GX Galaxy	MW Adjustable 45W/60W/75W	MK Adjustable 3K/4K/5K	U 120-277	CL Clear	B Bronze BC Black W White CU Custom	PC Protocol (included) 10kv 10KV Surge Protector



Schedule											
Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens Per Lamp	Light Loss Factor	Wattage
	OA	4	UNITE	TALON 150W TYPE IV	BUILDING MOUNTED 28' AFG	4500K LED	1	Talon 150W Type 4 4500KIES	21244	1	150
	OB	2	UNITE	TALON 150W TYPE IV	TWIN 180 TYPE IV MOUNTED ON A 14' POLE ON A 1" BASE	4500K LED	1	Talon 150W Type 4 4500KIES	21244	1	300
	OC	1	UNITE	Galaxy 45W 4000K	BUILDING MOUNTED 10' AFG	4500K LED	1	Galaxy 45W 4KIES	8140	1	45
	EX	8	EXISTING	EXISTING DECORATIVE POLE	EXISTING DECORATIVE PENDANT LIGHT POLE	4500K LED	1	ESL3_LTDRL3_P22S_43_K_XXXXXX_TG1IES	11346	1	72.77

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
SITE PHOTOMETRICS	+	2.2 fc	28.4 fc	0.0 fc	N/A	N/A



REMARKS:

M-MOTORS

ECT LOCATION: HINSDALE, IL

DATE: 12 / 5 / 2022

DRAWN BY:
J. PRUSINSKI

PROJECT NUMBER:
00688

<p>SITE PHOTOMETRIC DRAWING</p>	
---	--

SCALE:
NTS

ETS

STATE OF ILLINOIS)
) ss:
COUNTY OF DU PAGE)

BEFORE THE HINSDALE ZONING BOARD OF APPEALS

In the Matter of:)
)
V-01-23,)
2 Salt Creek Lane.)
)

REPORT OF PROCEEDINGS had and testimony
taken at the hearing of the above-entitled
matter before the Hinsdale Zoning Board of
Appeals, at 19 East Chicago Avenue, Hinsdale,
Illinois, on the 15th day of March, A.D. 2023,
at the hour of 6:30 p.m.

BOARD MEMBERS PRESENT:

- MR. ROBERT NEIMAN, Chairman,
 (Speakerphone);
- MR. KEITH GILTNER, Pro Tem Chairman;
- MR. GANNON O'BRIEN, Member;
- MR. GARY MOBERLY, Member;
- MR. TOM MURPHY, Member;
- MS. LESLIE LEE, Member;
- JOHN PODLISKA, Member.

<p>2</p> <p>1 ALSO PRESENT:</p> <p>2 MR. ROBERT MCGINNIS, Director of Community Development;</p> <p>3</p> <p>4 MR. ANASTAS SHKURTI, Attorney for Petitioner;</p> <p>5 MR. MIKE MARZANO, Dealer/Developer;</p> <p>6 MR. JERRY MORTIER, Architect for Petitioner.</p> <p>7</p> <hr/> <p>8</p> <p>9 CHAIRMAN GILTNER: Call to order the</p> <p>06:32PM 10 meeting for the Zoning Board of Appeals for</p> <p>11 March 15, 2023.</p> <p>12 Can I have a roll call, please.</p> <p>13 MR. MCGINNIS: Sure.</p> <p>14 Member Moberly?</p> <p>15 MR. MOBERLY: Here.</p> <p>16 MR. MCGINNIS: Member O'Brien?</p> <p>17 MR. O'BRIEN: Here.</p> <p>18 MR. MCGINNIS: Member Giltner?</p> <p>19 MR. GILTNER: Here.</p> <p>06:33PM 20 MR. MCGINNIS: Member Murphy?</p> <p>21 MR. MURPHY: Here.</p> <p>22 MR. MCGINNIS: Member Lee?</p>	<p>4</p> <p>1 I saw one typo, the property and where test</p> <p>2 drives would be conducted. So there's just --</p> <p>3 It's not necessary.</p> <p>4 Anyone else?</p> <p>5 Is there a motion to approve the</p> <p>6 minutes?</p> <p>7 MR. MOBERLY: Motion to approve as</p> <p>8 amended.</p> <p>9 MR. MURPHY: Second.</p> <p>06:34PM 10 CHAIRMAN GILTNER: All those in favor?</p> <p>11 (All aye.)</p> <p>12 MR. PODLISKA: I have to abstain.</p> <p>13 Because I was not at the meeting last time, so I</p> <p>14 abstain.</p> <p>15 CHAIRMAN GILTNER: We'll do a roll</p> <p>16 call.</p> <p>17 MR. MCGINNIS: Member Moberly?</p> <p>18 MR. MOBERLY: Yes.</p> <p>19 MR. MCGINNIS: Member O'Brien?</p> <p>20 MR. O'BRIEN: Yes.</p> <p>21 MR. MCGINNIS: Member Giltner?</p> <p>22 CHAIRMAN GILTNER: Yes.</p>
<p>3</p> <p>1 MS. LEE: Here.</p> <p>2 MR. MCGINNIS: Member Podliska?</p> <p>3 MR. PODLISKA: Here.</p> <p>4 MR. MCGINNIS: Chairman Neiman?</p> <p>5 CHAIRMAN NEIMAN: Here.</p> <p>6 CHAIRMAN GILTNER: Since Chairman</p> <p>7 Neiman is remote, is there a motion to appoint</p> <p>8 me to pro tem -- Chair Pro Tem.</p> <p>9 MR. PODLISKA: So moved.</p> <p>06:33PM 10 MR. MOBERLY: Second.</p> <p>11 CHAIRMAN GILTNER: All those in favor</p> <p>12 say aye.</p> <p>13 (All aye.)</p> <p>14 Any opposed?</p> <p>15 (No response.)</p> <p>16 Motion carries.</p> <p>17 MR. MCGINNIS: Thank you.</p> <p>18 CHAIRMAN GILTNER: Okay. So first on</p> <p>19 our agenda is approval of minutes for the</p> <p>06:33PM 20 February 15th meeting. Any comments or</p> <p>21 corrections?</p> <p>22 I apologize. Second page, Line 2,</p>	<p>5</p> <p>1 MR. MCGINNIS: Member Murphy?</p> <p>2 MR. MURPHY: Yes.</p> <p>3 MR. MCGINNIS: Member Lee?</p> <p>4 MS. LEE: Yes.</p> <p>5 MR. MCGINNIS: Member Podliska?</p> <p>6 MR. PODLISKA: Abstain.</p> <p>7 MR. MCGINNIS: And Chairman Neiman?</p> <p>8 CHAIRMAN NEIMAN: Yes.</p> <p>9 MR. MCGINNIS: Thank you.</p> <p>06:35PM 10 CHAIRMAN GILTNER: Next item on the</p> <p>11 agenda is approval of final decisions or</p> <p>12 findings of fact. We have none.</p> <p>13 Next is receipt of appearances.</p> <p>14 This is where we swear in anyone who would like</p> <p>15 to speak at the public hearing.</p> <p>16 Please stand and raise your right</p> <p>17 hand.</p> <p>18 (Witnesses sworn en masse.)</p> <p>19 Next on the agenda is receipt of</p> <p>06:35PM 20 requests, motions, pleadings, or requests to</p> <p>21 make public comment of a general nature. I see</p> <p>22 no one here for that.</p>

1 There are no pre-hearings or
2 attendance settings.

3 So next up is the public hearing,
4 so V-01-23, 2 Salt Creek Lane.

5 So for the public hearing, whoever
6 is going to speak, just give a summary. And
7 then what we'd like to have you do is just walk
8 through, at a high level, the stand- -- how you
9 meet the standards for variation, and then some
10 questions, most likely.

06:36PM

11 MR. SHKURTI: Good evening. Thank you,
12 again, for having us. My name is Anastas
13 Shkurti. I'm a partner with Robbins DiMonte.
14 Thank you to Robert for putting together the
15 application and allowing us to present it to
16 you.

17 We handed out, also, a printout of
18 the PowerPoint. I know we have some issues
19 sometimes going through it with the screens and
20 sometimes it's even hard for you to read because
21 of how large the pages are and how sometimes
22 they get minimized when we jump through the

06:36PM

1 screens.

2 On December 22, the applicant
3 purchased a 2.2-acre site at 2 Salt Creek Lane,
4 and wants to develop it into a luxury car
5 dealership and flagship for greater Chicago. If
6 approved, this project will become the largest
7 luxury dealership in North America and it will
8 place Hinsdale on the international racing map
9 and we are super excited to bring the project
10 here.

06:37PM

11 To that end, on March 8th, 2023,
12 following a public hearing held on February 8th,
13 2023, the applicant received by a vote of six in
14 favor and zero against findings of fact and
15 recommendations of the Hinsdale Plan Commission
16 and through the village president and board of
17 trustees to approve a map amendment to rezone
18 the subject property from O-3 general office
19 district to the B-3 general business district;
20 and also to approve the exterior appearance and
21 site plan review application as submitted.

06:37PM

22 We are here today because the

1 applicant also needs a variation for the parking
2 requirements set forth in Section 9-104 of the
3 Village Code, Subsection J-1. The specific
4 request is for a reduction of 73 parking spaces.

5 The site plan consists of a
6 two-story building with a net area of about
7 32,619 square feet. The site plan provides for
8 46 exterior parking stalls, which are full-size
9 parking stalls. And for the net square foot
10 area that we just mentioned, the Village Code
11 requires the project to have 119 full-size
12 parking stalls. So this creates a deficiency of
13 73.

06:38PM

14 However, in addition to the 46
15 exterior stalls, the site plan also provides for
16 65 indoor parking stalls and they are broken up
17 19 for the 2 showrooms. There will be showrooms
18 on both the first and second story. There's 12
19 stalls for the service area, which is in the
20 first floor. And then 34 more stalls in the
21 parking facility on the second floor, which is
22 more towards the back of the proposed facility.

06:38PM

1 So this -- So these 65 indoor parking stalls,
2 together with the 46 exterior stalls, are more
3 than enough to fulfill all parking needs for all
4 projected vehicle inventory, both for sale and
5 for service.

6 As a matter of fact, our projection
7 shows that the 65 indoor parking stalls alone
8 are enough parking for all projected vehicle
9 inventory for both sale and for service, and
10 that is because McLaren Chicago has a
11 significantly lower intensity use than a typical
12 car dealership.

06:39PM

13 The last two slides of the
14 PowerPoint presentation that we handed out,
15 actually, do provide charts and figures for
16 historical trends and future projections. And
17 as you go through those numbers, please, bear in
18 mind, that about 80 percent of vehicle sales for
19 McLaren Chicago occur online, and about 90 to
20 95 percent of all service business needs are
21 handled by a vehicle hauler.

06:40PM

22 The loading truck bay is separate

1 for the -- from the 46 other parking spaces, and
 2 It has its own bay. And because of these
 3 statistics we just cited, there will be low
 4 customer walk-in traffic, both due to the price
 5 point and because so much of our sales are
 6 handled online and so much of our service is
 7 handled by the hauler.

8 The service and showroom areas will
 9 largely be by appointment and vehicles for
 10 service appointments will be primarily picked up
 11 from the customers' locations and brought to the
 12 site for repair, which means that the 46 other
 13 parking spaces will be primarily there for
 14 customers, visitors, and occasional employee
 15 parking.

16 At this point, I think, as it was
 17 recommended, we should go through the variance
 18 standards with you to address those and if at
 19 any point you have any questions, either I or
 20 the architect, I should say, together with the
 21 operations president, we're all here to address
 22 anything you have.

1 The first category in the
 2 application standards is the conformity of the
 3 proposed variance with the village's
 4 comprehensive plan and the official map. And,
 5 as we stated in the application, the approval of
 6 the variance will conform with the village
 7 comprehensive plan and with the official map and
 8 the zoning code for several reasons.

9 First, the code already permits new
 10 car dealerships along Ogden Avenue in the B-3
 11 general business district and we already
 12 received the recommendation from plan commission
 13 to rezone the property to B-3 general business
 14 district.

15 The use proposed by McLaren Chicago
 16 does not demand the off-street parking amount
 17 required by the code. The code is, you know, a
 18 little bit dated. The business model proposed
 19 and the use proposed are advanced in the sense
 20 that most of the sales and services are handled
 21 primarily by the business online or through
 22 their own service department. We don't have a

1 large influx of service cars being dropped off
 2 by the customers and we don't have the window
 3 shopping or simple browsing of the inventory in
 4 the parking lot; most of the sales occur online.

5 As a result, the code itself does
 6 not adequately address the specific use that
 7 McLaren Chicago proposes. It's the strict
 8 interpretation of such dated language in the
 9 code that creates the deficiency. The available
 10 111 parking spaces between the 46 that are
 11 outside and the 65 stalls that are provided
 12 inside, will more than suffice for the
 13 dealership's needs for the present and for the
 14 future.

15 Daily operations are very low
 16 intensity and these stalls are sufficient. At
 17 most, the dealership will see about three
 18 customers each day and about three in-person
 19 customer pick-ups or drop-offs in the service
 20 location each month.

21 And then we have, at any given
 22 time, about eight to ten employees. And

1 together with the two to three employees, at any
 2 given point, we're looking at anywhere between
 3 10 to 15 maximum parking spaces outdoor
 4 required. So the 46 that are provided more than
 5 fulfill that need.

6 All vehicles for sale and for
 7 service are always parked indoors. You won't
 8 see the inventory parked outside, except for the
 9 occasional test drive and the parking spaces are
 10 sufficient for that.

11 Basically the projections that we
 12 provided you, we're looking at about 20 total
 13 new and used car sales per month and that
 14 includes the online sales. You know, there is
 15 an exceptional low intensity that this use
 16 allows or provides for.

17 The square footage of the facility
 18 is to provide for the 34 indoor parking spaces
 19 on the second story affects and creates a larger
 20 parking deficiency and should be a mitigating
 21 factor.

22 So those are just some general

1 items for discussion for purpose of conformity.
 2 If we're looking at specifically to the
 3 standards, the first one is the unique physical
 4 condition of the property. The subject site is
 5 unique and is exceptional for several reasons.

6 First, it's part of the office park
 7 of Hinsdale and all lots in that subdivision
 8 are -- were currently office, all three, and
 9 currently our lot is there as well, but we
 10 received a recommendation for the map amendment.

06:44PM

11 But everything south of Ogden Avenue is
 12 business, it's all commercial.

13 So despite this unique exposure
 14 that the lot has right at the corner of Salt
 15 Creek Lane and Ogden Avenue, the building has
 16 been vacant for, like, about 11 years, since the
 17 demolition of the existing building.

18 The market we have indicates that
 19 that lot specifically, because of its size,
 20 being that it's one of the smaller lots, I think
 21 it's the second smallest in the subdivision,
 22 together with the 100-foot setback that it has

06:45PM

1 from Ogden Avenue, together with the fact that
 2 any building that will be erected there will
 3 have to deal at some point to the variance --
 4 parking variance. Those are all unique
 5 conditions that necessitate and require and
 6 should be mitigating factors for purposes of the
 7 granting of the variance.

8 The second factor, these are not
 9 self-created. The owner did not create this
 10 condition. The size of the lot, that was part
 11 of the original 2002 ordinance that established
 12 the office park. The lot is very small. Any
 13 other structure or any other use, whether it's
 14 O-3 or B-3, will trigger some sort of a parking
 15 variance requirement.

06:46PM

16 And it's for that reason that we
 17 believe the third requirement is also satisfied,
 18 because by virtue of the economic reality where
 19 this site has not been used for over 11 years
 20 productively, any owner would be denied
 21 substantial rights because we just cannot make
 22 any good economic use of it without some sort of

06:46PM

1 parking variance.

2 And on its part, McLaren proposes
 3 an attractive use that will benefit the
 4 community as a whole, will benefit the village
 5 financially because it will generate sales tax
 6 revenue as compared to an office use that does
 7 not. It will be a quiet development. It will
 8 be a very attractive development. I believe the
 9 acquisition and build-out costs are already
 10 north of \$12 million.

06:47PM

11 And this is not merely a special
 12 privilege. We're not looking for something that
 13 goes above and beyond what the owner is
 14 entitled. This is merely what the owner needs
 15 to make full use of this site that has been
 16 vacant for about 11 years.

17 The next factor, code and plan
 18 purposes, the variation would not result in a
 19 use that would not be in harmony with the
 20 general and specific purposes of the code.

06:47PM

21 As a matter of fact, it will fit
 22 very well with what's happening around there in

1 the area. We have several car dealerships.
 2 Ferrari is there. I believe Continental. There
 3 are several dealerships there. They are all
 4 listed in our application. And our use will
 5 complement those for that purpose.

6 The essential character of the
 7 area, again, no negative impact on public
 8 welfare. It will not injure the enjoyment, use,
 9 or development or value of any of the
 10 properties. It's the opposite. It will augment
 11 those.

06:48PM

12 I believe that once this project
 13 becomes reality, it will be an attraction in
 14 Hinsdale. It will be like a little jewel. It
 15 will probably be featured on the Chamber of
 16 Commerce publications bringing and highlighting
 17 the development of Ogden Avenue.

18 And then there will be zero impact
 19 on supply of light or air to the properties.
 20 The building will remain within the height both
 21 standard of 30 feet elevation. There is ample
 22 space between the proposed building and the

06:48PM

1 neighboring buildings; and our building will be
2 one of the shortest buildings, I should say, in
3 the neighborhood, because some of the other ones
4 they exceed 30 feet high.

5 There will be minimum congestion in
6 the public streets as a result of this use
7 because of how low key and how low intensity use
8 McLaren Chicago brings in to the site. As we
9 said, two to three customers per day at the
10 most. And any other proposed use, especially if
11 it's an office use, certainly would generate
12 more traffic than what we propose.

13 No undue increase in danger of
14 flood or fire. The building will be state-of-
15 the-art, all of the building and engineering
16 requirements will be satisfied. The architect
17 here can testify more to that.

18 There will be no undue burden on
19 public utilities or facilities. We are
20 proposing to improve some of those and certainly
21 no danger to the public health or safety. I
22 believe that one of our concerns has been to

1 limit any test drives only through Ogden to the
2 freeway, 294. There will be no new test drives
3 of any sort in the office park.

4 And believe it or not, this is the
5 best-case scenario for the village. There is no
6 other way that that space can be productively,
7 effectively, and commercially be placed in use
8 without having some sort of a variance.

9 Any other attempt to try to make to
10 change the building will be, you know, futile at
11 this point because everyone else in the village,
12 the site, the plan commission likes the project,
13 they approved it as it was submitted.

14 The fact that the variance, simply
15 because it's such a large number, 73, I think is
16 a moot point, primarily because the 46 other
17 parking spaces will more than suffice for the
18 foreseeable future and all inventory will be
19 parked inside.

20 So, you know, with that brief
21 summary, I would like to open the floor to
22 questions or comments whether to me or

1 Mr. Marzano and Mr. Mortier, who can speak up
2 more on the project and address any concerns
3 that you have.

4 CHAIRMAN GILTNER: Thank you. Any
5 questions for the applicant?

6 MR. MOBERLY: I have one. First of
7 all, I'm in support of the overall proposition.
8 I think it's very well done.

9 You referenced a couple of times
10 the age of the code is driving the variance. I
11 don't want to leave that hanging because I don't
12 want other applicants to say, oh, well, gee, the
13 code is old, so we are going to get a variance.

14 You have a very, very unique
15 business model here with just a few people
16 coming in and out each day. Most of your sales
17 are online. It's not -- the age of the code
18 that's driving this. It's the uniqueness of
19 your business proposition that's driving the
20 need for the variance, in my humble opinion.

21 MR. SHKURTI: Correct. And the fact
22 that all our inventory is parked indoors affects

1 the scale.

2 MR. MOBERLY: I just wanted to clarify
3 that for the benefit of others who may be
4 listening and getting great ideas about the age
5 of the code gives them carte blanche for
6 something; otherwise, great presentation. I'm
7 in support of this.

8 MR. O'BRIEN: So of the 34 parking
9 spaces that you have inside the garage, the
10 interior stalls, what percent of those are
11 generally utilized by inventory on any given
12 day, is it --

13 MR. MARZANO: It will be a mix between
14 --

15 CHAIRMAN GILTNER: Can you step up to
16 the microphone.

17 MR. MARZANO: Sorry. We have got -- on
18 this issue, we've got 19 listed for the showroom
19 and then 34 for the garage, you know, above. So
20 I think between the showroom and the garage
21 storage, you know, that's all going to be mainly
22 used and new inventory, and then the service

1 area. I think we have it on the plans that the
2 service area is going to be used for just cars
3 being serviced. So that's all --

4 MR. O'BRIEN: I guess I'm curious to
5 know -- can you put your name in the record.

6 MR. MARZANO: Mike Marzano. Sorry.

7 MR. O'BRIEN: I guess I was just
8 asking, of the 34 garage spaces used for
9 inventory, how many of those are being utilized

06 53PM 10 on a given day? What percentage -- I mean, will
11 they all be entirely filled with cars every day?

12 MR. MARZANO: I think, primary --

13 MR. O'BRIEN: Does it depend on your
14 online sales and everything else?

15 MR. MARZANO: It kind of depends,
16 especially on the McLaren allocations. I think
17 what we have seen and what we're forecasting, I
18 think 20 to -- I think 20 to 30 is the number,
19 so, you know, a decent chunk of it, but it will
06 53PM 20 vary. It will definitely vary.

21 MS. LEE: Can I clarify just a question
22 about the online sales?

1 MR. MARZANO: Yep.

2 MS. LEE: So when you say a huge chunk
3 of your business is online, can you actually
4 purchase one of these cars without coming to the
5 showroom?

6 MR. MARZANO: Yeah. So we're using the
7 online term. I was scared of using that a
8 little bit. I would say, like, over the air. A
9 lot of these cars are ordered, even from people
06 54PM 10 who live within the state. So they are being
11 delivered in the state. It's just not your
12 traditional sale of someone coming in and buying
13 a car. Some of this order process might take a
14 year. So it's someone phoning or e-mailing,
15 ordering the car, and then, ultimately, you
16 know, we're delivering the car through the
17 dealership in most cases, especially for those
18 who live in the state. Yeah, it's kind of an
19 over-the-air sale, I would say, is another word.

06 54PM 20 MS. LEE: Technically, there's no need
21 for them to come to your space to purchase the
22 car?

1 MR. MARZANO: Not necessarily. I think
2 the building will probably attract people that
3 want to take delivery in the McLaren showroom
4 but, yeah, I mean, it's -- Yeah.

5 The in-state sales I think people
6 will want to come and whatever. But as of now,
7 we usually send it or deliver it by truck.

8 MS. LEE: Do you guys have a plan if
9 you do ever exceed your parking situation? I
06 55PM 10 would imagine there's going to be a lot of
11 interest early on when you open. You know,
12 you're going to draw a lot of people from
13 Hinsdale and the surrounding neighborhoods. And
14 when people find out about you, they are
15 probably going to start driving to see what it's
16 all about. So if you -- On a Saturday, if you
17 have a lot more traffic than expected, what
18 would your plan be to do with these cars of
19 people coming to visit?

06 55PM 20 MR. MARZANO: I think the approach --
21 We're approaching this in a way that the parking
22 lot is completely for anyone that drives up and

1 we're not ever -- we have never been in that
2 scenario before, just because I think we're
3 providing enough indoor parking to kind of just
4 alleviate -- like, the 46 are going to be for
5 people to come and see the place.

6 In the event -- I know we have
7 talked about previously for future growth.
8 We're keeping a warehouse in the western side of
9 the city. So if there was any overflow for
06 56PM 10 inventory or even vehicle service, the car's
11 down for awhile, we'll move stuff back that way.

12 MR. PODLISKA: I see from the minutes
13 that there was a question raised last time about
14 what the affect would be were this dealership to
15 abandon the property at some point. Has
16 something been worked out on that?

17 Because if we recommend granting
18 this variance, and then somebody else takes over
19 the property at some point, is there some way to
06 56PM 20 do this so that this is -- we're approving it as
21 to this business in these unique circumstances,
22 as opposed to recommending a variance that's

<p style="text-align: center;">26</p> <p>1 going to be assigned to that property even later</p> <p>2 on if some other kind of business comes in?</p> <p>3 MR. MCGINNIS: We anticipated that,</p> <p>4 given that automobile dealers are a permitted</p> <p>5 use in that district. The village attorney is</p> <p>6 working on language to insert in the approving</p> <p>7 ordinance that's amenable to both parties and</p> <p>8 protects the village's interest in that future</p> <p>9 use.</p> <p>06:57PM 10 MS. LEE: So would we need to grant the</p> <p>11 variance assuming that that -- Would we need to</p> <p>12 put any language in?</p> <p>13 MR. MCGINNIS: So I think it's</p> <p>14 important to have something in the findings and</p> <p>15 recommendations. But this is going to move on</p> <p>16 to the board of trustees as a recommendation</p> <p>17 given that it's so far beyond what the ZBA has</p> <p>18 final authority over.</p> <p>19 MR. PODLISKA: We could limit our</p> <p>06:57PM 20 recommendations to say we're recommending this</p> <p>21 only as to this particular business and -- with</p> <p>22 the understanding that there will be some</p>	<p style="text-align: center;">28</p> <p>1 limitation on your recommendation. But you can</p> <p>2 discuss that internally and decide how that</p> <p>3 would be approached.</p> <p>4 Because, eventually, there will be</p> <p>5 one ordinance approved by the village board of</p> <p>6 trustees that should have enough sufficient</p> <p>7 guarantees so that your concerns are addressed.</p> <p>8 MR. MCGINNIS: There will be an</p> <p>9 ordinance for this variation specifically.</p> <p>06:59PM 10 MR. PODLISKA: Well, that's fine. But</p> <p>11 we probably still want to -- When we make our</p> <p>12 decision, we want our decision to reflect our</p> <p>13 view that this should be limited to this</p> <p>14 particular business, this particular kind of</p> <p>15 business, not a general recommendation to change</p> <p>16 the -- to vary the standards for this piece of</p> <p>17 property, regardless of who might own it and</p> <p>18 what kind of business might take over at some</p> <p>19 other later date.</p> <p>06:59PM 20 MR. MOBERLY: So we're specifying</p> <p>21 McLaren as the brand? You all may decide to</p> <p>22 sell to another family, as long as McLaren stays</p>
<p style="text-align: center;">27</p> <p>1 provision for how that variance would be dealt</p> <p>2 with if the property were to be taken over by a</p> <p>3 different owner or a different business.</p> <p>4 MR. SHKURTI: You know, my comment to</p> <p>5 that -- And I think we're working and Robb is</p> <p>6 correct that there is ongoing work on that. The</p> <p>7 limitation language will focus on the intensity</p> <p>8 of the use, rather than on the ownership</p> <p>9 necessarily or the franchise. We're looking at</p> <p>06:58PM 10 ceilings in terms of how much on-site sales.</p> <p>11 The use intensity is the key here.</p> <p>12 Because that's what you guys are concerned</p> <p>13 about. You're not concerned about, you know,</p> <p>14 which brand or which owner or which entity is</p> <p>15 the operating entity, as long as it's not</p> <p>16 becoming a burden on the community. And that</p> <p>17 will depend on the level of intensity, the use</p> <p>18 intensity. So that is the language that we're</p> <p>19 working towards.</p> <p>06:58PM 20 So I believe that our understanding</p> <p>21 is that any limitation will appear on the final</p> <p>22 version of the ordinance, rather than as a</p>	<p style="text-align: center;">29</p> <p>1 as the brand. And I don't think the village</p> <p>2 would have a big concern with that. But I think</p> <p>3 -- I have driven Hondas for years, so I'll use</p> <p>4 this as an example. I'm not certain we would be</p> <p>5 as excited about it if Honda wanted to purchase</p> <p>6 that site and put a mini-Honda dealership there.</p> <p>7 MR. MARZANO: I think that was Anastas'</p> <p>8 point about intensity. You know, Honda, Lexus,</p> <p>9 all these brands would have zero interest in</p> <p>07:00PM 10 this property. It's just not big enough for</p> <p>11 their operations and exactly what our case that</p> <p>12 we're making is that we're not that business.</p> <p>13 You know, we wouldn't want to wed</p> <p>14 our name to McLaren I don't think by any</p> <p>15 stretch. It is an exotic brand and, obviously,</p> <p>16 it's a big piece of this. But if McLaren went</p> <p>17 out of business, I don't want to still own the</p> <p>18 land and not be able to do it.</p> <p>19 MR. PODLISKA: I think it's the</p> <p>07:00PM 20 business model, rather than the plan.</p> <p>21 CHAIRMAN GILTNER: I share the same</p> <p>22 concern. I think it was maybe Bob or myself</p>

1 where it was brought up in the last meeting. I
2 don't know if -- Personally, I don't know if
3 we're in the position to, you know, put the
4 qualifiers or the limitations as much as maybe
5 the village attorney.

6 So maybe one idea is we make some
7 reference to the fact that we understand that
8 there is some limitation language that's being
9 worked out and we would expect that to be part
10 of this -- or that's part of -- that's

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11 conditional to this variance being recommended
12 to the village board. Otherwise, I think we can
13 probably go back and forth and try to come up
14 with language but that's exactly what I
15 understand that the village is doing.

16 I think the spirit is -- from what
17 I understand, is that it will allow sort of the
18 normal protections and process that McLaren had
19 to go through if there was a significant
20 deviation from the business model, that that
21 would trigger sort of a return to the process
22 and that would satisfy me. So -- I mean, it's

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1 up to us to decide what kind of language we want
2 to include, but one thought is we keep it
3 general and point to the work that's already
4 being done at the board level.

5 MR. MCGINNIS: If I may, I think
6 intensity of use is actually a really good way
7 to frame that. Our code addresses that now.
8 When we've got a change of use or a change of
9 use intensity in other areas, like using the B-2
10 as an example, that was specifically raised.

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11 I think it's important that those
12 concerns are included in the findings for the
13 board. But to try and go beyond that, I
14 understand your comment, Member Moberly, but if
15 not McLaren, you've some other real --

16 MR. MOBERLY: Rolls-Royce or Bugatti.

17 MR. MCGINNIS: There are other brands
18 out there that may end up with a similar model.
19 A Lexus dealer is never going to be interested
20 in that site because they are never going to be
21 able to -- operationally, they are never going
22 to be able to make it work.

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1 CHAIRMAN GILTNER: It would have to be
2 a car dealership, correct, that this is a map
3 amendment specifically for car dealerships?

4 MR. MCGINNIS: So our code is kind of
5 unique in that new automobile dealerships are a
6 permitted use in the B-3. If they were a
7 special use in the B-3, this would be a nonissue
8 because you can tie whatever conditions you
9 wanted to it. It's just a little unique in the
10 specific example. Certainly, if there was a

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11 change of use, you know, down the road, we would
12 have an opportunity to reevaluate everything.

13 MR. O'BRIEN: Or change zoning to the
14 site.

15 MR. MCGINNIS: We're throwing a target
16 at a pretty small bull's eye, you know, in order
17 to get another user if and when McLaren ever
18 left that sold just that sort of product.

19 MR. MURPHY: But if somebody -- If some
20 other dealer, like a Lexus dealer, made a really
21 bad decision and decided to buy this, would they
22 be able to just rely on the variance because

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1 they are a permitted use in the B-3?

2 MR. MCGINNIS: That's why we're working
3 on language to include in the ordinance.

4 MR. MURPHY: So if the --

5 MR. MCGINNIS: Because you could argue
6 it.

7 MR. MURPHY: Right. That's why I was
8 wondering how that was going to be accomplished.
9 So the intensity of the use -- So you would
10 contemplate something that if the intensity of
11 use changed, that would be --

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12 MR. MCGINNIS: Give us an opportunity
13 to reevaluate that new use.

14 MR. MURPHY: That would be adopted by
15 the board of trustees?

16 MR. MCGINNIS: Right.

17 MR. PODLISKA: So if we make reference
18 to the intensity of use reflected by this
19 business model, would that do it? Simply to
20 reflect that in recommending this, we're
21 recommending it in that context?

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22 MR. MCGINNIS: I don't want to speak on

1 behalf of Michael Marrs or Anastas, but it
2 seemed to me that that was in line with what you
3 guys were contemplating.

4 MR. SHKURTI: Well, certainly the use
5 intensity is what we're going for. Then I
6 believe the village attorney is waiting for the
7 results of this discussion here today before
8 they can attune and propose language to us,
9 which we will then take.

07 05PM 10 But the initial conversations have
11 been that it is not necessarily the ownership or
12 the brand, it is the intensity of the use and
13 the village will have a way to determine that
14 because this is a sales tax paying and
15 generating business. So there will be money
16 coming.

17 It's not necessarily the number of
18 sales per se because so much of the sales occur
19 online. It is the sales occurring onsite
07 05PM 20 because that is when you have to have inventory,
21 you have to have customers, you need to attract
22 customers to come and see the inventory and make

1 a decision on the spot. So we'll have to work
2 towards that with the business model certainly
3 in mind, but not necessarily the brand or the
4 ownership as the conditions for the granting of
5 the variance.

6 MR. PODLISKA: So that that phrase, the
7 intensity of the use reflected by the business
8 model, seemed to cover exactly what we're
9 talking about, right?

07 06PM 10 MR. SHKURTI: If you want to recommend
11 that, that could be acceptable, as long as we'll
12 have the opportunity to then discuss what that
13 is further upstream both with the village and
14 the attorney and the trustees.

15 MR. PODLISKA: It sounds like there's
16 no question that you would. I'm just concerned
17 that we not write this as a blank check to grant
18 a variance that would apply to anybody on that
19 location. And this phrase would seem to limit
07 06PM 20 it in a sufficiently general way that doesn't
21 affect what the actual terminology that the
22 village attorney would use later on.

1 CHAIRMAN GILTNER: Right. What I
2 heard, too, is that the village attorney is
3 waiting for the results of this meeting, too, so
4 he wants to, I think, give us an opportunity to
5 be as specific as we feel comfortable. At
6 least, to me, it sounds like the way, you know,
7 that you just described that, seems in line with
8 our authority and could be attached without
9 necessarily throwing off this entire process.

07 07PM 10 MR. PODLISKA: Right.

11 MR. SHKURTI: Yeah. I mean, my only
12 concern is that the drafting process involved
13 talking back and forth between the parties. And
14 the village attorney, I believe, wants to review
15 your comments and recommendations that you
16 propose, but I don't think that the
17 recommendations today need to go as far as
18 pinpointing the exact language that the attorney
19 should pick up and run with. I think it's up to
07 07PM 20 them to determine that and then for us to
21 accommodate, as long as you make a
22 recommendation that contains a general condition

1 or concern, I should say, that, you know, this
2 variance is not carte blanche, but it has to
3 have some limitations specifically tied to the
4 use intensity, I think that will be acceptable
5 for us to move on and continue the discussions
6 with the village attorney and with the rest.

7 CHAIRMAN GILTNER: So it's not up to us
8 to decide what sort of language. To me, it
9 sounds like -- To me, it makes sense to include
07 08PM 10 some version of that.

11 Bob, do you agree?

12 CHAIRMAN NEIMAN: I do, Keith. And if
13 I could take a moment to make some further
14 comments on, first, why I agree the board
15 members' suggestion that there be some kind of
16 limitation as to the amount of usage that's in
17 keeping with this specific proposal, and we can
18 leave -- The language of that, it seems to me --
19 We can arrive at something in our recommendation
07 09PM 20 and then, perhaps, ask that Michael Marrs, the
21 village attorney, refine our suggestion in a way
22 that the applicant will have a chance to comment

1 on and -- when the applicant goes before the
2 board of trustees.

3 I think the board members who have
4 raised this possibility have raised an excellent
5 point. Let me put a little more color and
6 comment on how I came to support the idea that
7 we recommend that the board of trustees approve
8 the variance because I struggled with this
9 for -- I went back and forth on this one for a
10 while. And let me explain why I was persuaded
11 to support it.

07:10PM

12 As I think I mentioned at the last
13 meeting, I came to be involved with the zoning
14 board very indirectly when I was widely in
15 opposition to the Hinsdale Club, which was a
16 proposal that all of these office buildings be
17 knocked down back in 2006, 2007, whenever it
18 was, and a 16-story hotel and three 11-story
19 condos and a strip mall be built all along the
20 north end of Ogden.

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21 I was widely opposed to it because,
22 as I have mentioned to a couple of you already,

1 the idea of seeing a lot of car dealerships on
2 the north side of Ogden or a Jewel or something
3 like that reminded me of the scene in "It's a
4 Wonderful Life" when Jimmy Stewart runs down the
5 street of Pottersville and it's what used to be
6 a charming, quaint village with the Bailey
7 Brothers Building and Loan was suddenly a bunch
8 of bars and restaurants and strip clubs.

9 I know that's an extreme view but
10 that's, in my mind, what the Hinsdale Club
11 proposal was about. So I had a visceral
12 negative reaction to see anything commercial
13 going on the north side of Ogden because of that
14 history.

07:11PM

15 Why was I persuaded to support
16 this? Apparently, the board of trustees has had
17 a few other builders approach them and say, oh,
18 we could bring -- if you let us convert this lot
19 on the north side of Ogden to something in
20 retail, rather than an office building, we can
21 build a Starbucks there or a Walgreens. And the
22 board of trustees rejected those proposals out

07:12PM

1 of hand because of the volume of traffic that it
2 would create and how that would alter the area
3 in a profound way. Those ideas never got off
4 the ground.

5 The reason that this one got off
6 the ground was because it wouldn't increase the
7 traffic and the volume and profoundly change the
8 area in a way because, as the applicant said,
9 there's two car dealerships across the street,
10 so what's the big deal? And I get that.

07:13PM

11 But I do support the idea of
12 including in our recommendation some language
13 that restricts the use of this building to a
14 business that would not have significantly
15 greater traffic density than this one does so as
16 not to fundamentally alter the area. And I'm
17 just going to have to cross my fingers and hope
18 that the rest of the office building owners
19 don't try to sell their lots and convince the
20 village in the future to convert it into
21 Pottersville. I'm done now.

07:13PM

22 MR. MOBERLY: Well, thank you for

1 saving us, Mr. Chair.

2 The one thing that might make you
3 feel better, I happen to catch the plan
4 commission last week, because I have nothing
5 else to do with my life, and the owner of
6 several of those offices is in the process of
7 modernizing, updating, upgrading, changing the
8 windows and the doors and various things to
9 several of those buildings over there off Spring
10 Road and Tower Drive, and the neighbors to the
11 north and east of this one, I guess. So it
12 sounds like he's investing in the area and
13 doesn't seem like he's looking to dump them.

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14 The only thing more recession proof
15 than a high-end automotive is medical office, as
16 we all know, and we're all getting older -- or
17 most of us are. I mean, I think that's all
18 pretty much medical office back there, which is
19 probably a pretty good business model to me in
20 these days. So I'm not too worried about that
21 happening. Anything can happen, as we all know,
22 but my concerns were a little bit allayed by

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1 seeing that the owner of that property is doing
2 something to make improvements and repairs to
3 it.

4 CHAIRMAN GILTNER: So we're into the
5 discussion period, but are there any questions
6 for the applicant before we move on?

7 (No response.)

8 Thank you.

9 Is there a motion to close the

07 15PM 10 public hearing?

11 MR. PODLIKA: So moved.

12 MR. MOBERLY: Second.

13 CHAIRMAN GILTNER: All those in favor
14 say aye.

15 (All aye.)

16 Opposed?

17 (No response.)

18 Motion carried.

19 MR. MOBERLY: We like voting

07 15PM 20 individually. We don't like this "aye"

21 business.

22

1 (WHICH, were all of the
2 proceedings had, evidence
3 offered or received in the
4 above entitled cause.)
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STATE OF ILLINOIS)
) ss:
COUNTY OF DU PAGE)

I, KRISTI LANDOLINA, Certified
Shorthand Reporter, Registered Professional
Reporter, Notary Public in and for the County
DuPage, State of Illinois, do hereby certify
that previous to the commencement of the
examination and testimony of the various
witnesses herein, they were duly sworn by me to
testify the truth in relation to the matters
pertaining hereto; that the testimony given by
said witnesses was reduced to writing by means
of shorthand and thereafter transcribed into
typewritten form; and that the foregoing is a
true, correct and complete transcript of my
shorthand notes so taken aforesaid.

IN TESTIMONY WHEREOF I have
hereunto set my hand and affix my electronic
signature this 23rd day of March, A.D. 2023.

/s/ Kristi Landolina
KRISTI LANDOLINA
C.S.R. No. 84-4611
Notary Public, DuPage County

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STATE OF ILLINOIS)
) ss:
 COUNTY OF DU PAGE)

DISCUSSION OF THE HINSDALE
 ZONING BOARD OF APPEALS

In the Matter of:)
)
 V-01-23,)
 2 Salt Creek Lane.)
)

REPORT OF DISCUSSION had in the
 above-entitled matter before the Hinsdale
 Zoning Board of Appeals, at 19 East Chicago
 Avenue, Hinsdale, Illinois, on the 15th day of
 March, A.D. 2023, at the hour of 6:30 p.m.

BOARD MEMBERS PRESENT:

MR. ROBERT NEIMAN, Chairman,
 (Speakerphone);

MR. KEITH GILTNER, Pro Tem Chairman;

MR. GANNON O'BRIEN, Member;

MR. GARY MOBERLY, Member;

MR. TOM MURPHY, Member;

MS. LESLIE LEE, Member;

JOHN PODLISKA, Member.

<p style="text-align: right;">2</p> <p>1 ALSO PRESENT:</p> <p>2 MR. ROBERT MCGINNIS, Director of</p> <p>3 Community Development;</p> <p>4 MR. ANASTAS SHKURTI, Attorney for</p> <p>5 Petitioner;</p> <p>6 MR. MIKE MARZANO, Dealer/Developer;</p> <p>7</p> <p>8</p> <hr/> <p>9 CHAIRMAN GILTNER: Would anyone like to</p> <p>10 start the discussion? We have already had</p> <p>11 discussion.</p> <p>12 MR. MOBERLY: I have already tipped my</p> <p>13 hand 45 minutes ago.</p> <p>14 I think this is a good-looking</p> <p>15 building. The hardship is it's a small -- I'm</p> <p>16 surprised it's 2.2 acres. It seems much smaller</p> <p>17 than that. It's hard to imagine what else could</p> <p>18 possibly go on this building. I have been here</p> <p>19 30 years. I cannot even remember what office</p> <p>20 building was there or what it looked like. It</p> <p>21 must not have been very nice because it was</p> <p>22 knocked down.</p>	<p style="text-align: right;">4</p> <p>1 MR. MURPHY: I'm also supporting the</p> <p>2 building. The only reservation I had is that</p> <p>3 one we talked about. I think it's been fully</p> <p>4 addressed.</p> <p>5 I think, Gary, the lot looks a lot</p> <p>6 smaller because there's a lot of parking and</p> <p>7 concrete. If you look, you know, the empty</p> <p>8 space will only be about half of what the real</p> <p>9 parcel is.</p> <p>10 MR. MOBERLY: Okay. That's fair.</p> <p>11 MR. MURPHY: It does seem small but</p> <p>12 there's a bunch of parking that will come out</p> <p>13 when they redo the -- when they redo the</p> <p>14 building.</p> <p>15 MR. MOBERLY: Okay.</p> <p>16 CHAIRMAN GILTNER: So you're in favor</p> <p>17 provided there's some language that we</p> <p>18 discussed?</p> <p>19 MR. MURPHY: Yes, I'm in favor provided</p> <p>20 that we address the variation we're talking</p> <p>21 about. If the intensity of use gets increased</p> <p>22 substantially, we want -- We would recommend</p>
<p style="text-align: right;">3</p> <p>1 But I think this is kind of a</p> <p>2 win-win. That's an overused term, but a win-win</p> <p>3 for the village. It's a good looking building.</p> <p>4 Also, as I drive, I go to Jewel once or twice a</p> <p>5 month and I see all of those car dealers, even</p> <p>6 the high-end ones, like, BMW, Mercedes, and Audi</p> <p>7 out there along with acres and acres of cars</p> <p>8 parked in front with the hideous lights at night</p> <p>9 and I just think -- I like the idea of the fact</p> <p>10 this is indoors and it's a building that will</p> <p>11 complement and enhance the office park, rather</p> <p>12 than just being acres and -- I don't really mind</p> <p>13 the Range Rover. Most of those are on the side.</p> <p>14 And then the Ferrari I think has just a few cars</p> <p>15 in the front. But it's just acres and acres of</p> <p>16 cars along Ogden Avenue there in Westmont and</p> <p>17 Downers Grove or whatever it is. It's just</p> <p>18 not -- It's what changes the character of the</p> <p>19 area and, to me, this does not change the</p> <p>20 character of the area, it will enhance the area.</p> <p>21 That's my two cents.</p> <p>22 CHAIRMAN GILTNER: Anyone else?</p>	<p style="text-align: right;">5</p> <p>1 that the board of trustees maintain in the</p> <p>2 ordinance the ability to readdress that.</p> <p>3 I guess that's part of the issue.</p> <p>4 It doesn't matter what we do here on this in a</p> <p>5 way because whether the variance gets granted is</p> <p>6 up to the board of trustees, as well as the</p> <p>7 provisions in the ordinance that they asked for.</p> <p>8 CHAIRMAN GILTNER: Correct. Although,</p> <p>9 if there are not four affirmative votes, then it</p> <p>10 doesn't go on.</p> <p>11 MR. MURPHY: I get it. I get it.</p> <p>12 MR. MOBERLY: How do we define</p> <p>13 intensity of use? That's the hard part. Let's</p> <p>14 say you guys sell 40 cars a month instead of</p> <p>15 20 cars a month. That's technically -- I still</p> <p>16 don't think that's a big problem but it's just</p> <p>17 how do you -- How many cars is too many cars?</p> <p>18 MR. MURPHY: That's up to the board.</p> <p>19 MR. PODLISKA: That's for them to</p> <p>20 decide with the village attorney. I think after</p> <p>21 we have expressed our view that that's a</p> <p>22 consideration, that's a condition of our</p>

1 approval of the recommendation for the
2 variation.
3 MR. MURPHY: We can't grant this
4 variance with that exception. So we, really,
5 just have to say we're generally in favor -- we
6 are in favor of the variance and we would
7 recommend that the trustees approve the variance
8 but with the exact conditions that we talked
9 about.

10 MR. MOBERLY: Okay.

11 CHAIRMAN GILTNER: Right. I think
12 there's a risk. We don't want to handcuff the
13 discussions with some restrictive language but,
14 yet, we also want to make sure we have also
15 raised this concern and we want it to be sort of
16 considered as part of the process and it sounds
17 like it has.

18 MR. MURPHY: Yeah. It's not coming up
19 for the first time.

20 CHAIRMAN GILTNER: Yes. So we're
21 reinforcing that.

22 MR. MCGINNIS: Chairman, if I could,

1 that concern -- they are keenly aware of that
2 concern. In fact, I spoke with Trustee
3 Stifflear today that specifically wanted to make
4 sure that there was something in the findings
5 and recommendations in this regard.

6 MR. MURPHY: In our findings and
7 recommendations?

8 MR. MCGINNIS: Yes.

9 MR. MURPHY: Okay.

10 MS. LEE: I'm in favor as well. I
11 think it will be a really nice addition to the
12 neighborhood. I think if your projected
13 traffic, I guess I would say, for the property
14 is accurate, I don't think the amount of spaces
15 that you're providing will cause any issue, and
16 I don't think that the building itself will
17 really cause much of a noticeable increase in
18 traffic in the neighborhood either.

19 I would also be in favor of
20 including some language as it relates to
21 intensity of use. And I don't know if we want
22 to say based on these projected scenarios, if we

1 want to get that specific with it, or if we just
2 want to say, you know, please consider this as a
3 detail.

4 CHAIRMAN GILTNER: Okay.

5 MR. MURPHY: I would probably leave
6 that to the board. Maybe if it's entirely
7 possible that they can do double the amount of
8 traffic that they are talking about and still
9 nobody would even notice.

10 MS. LEE: Correct. Correct.

11 MR. MURPHY: We really don't know. We
12 need somebody who has got a lot better expertise
13 on that than we have.

14 MR. PODLIKA: But we're simply
15 reflecting the presentation that's been made to
16 us, the intensity of use represented by this
17 business model that's been the process of
18 application.

19 We're agreeing that the intensity
20 of use, based upon this business model, warrants
21 a recommendation that the variation be approved.
22 It basically just sums up the entire

1 presentation that's been made to us, and these
2 are the reasons why this is unique to the
3 circumstances and you ought to approve it.

4 CHAIRMAN GILTNER: So does that not
5 address -- So is that talking about any future
6 change of use or are you just talking about we
7 approve -- we recommend the approval of this
8 variation based on the intensity of use that's
9 been presented in the packet?

10 MR. PODLIKA: I think that would do it
11 because that suggests or implies that if there's
12 some different kind of use proposed for this
13 property, that our recommendation wouldn't be to
14 grant a variation that would apply to that. And
15 it opens up -- It leaves open the opportunity
16 for the board and for the village attorney to
17 draft the specific language that reflects that.

18 CHAIRMAN GILTNER: Gannon, did you have
19 anything?

20 MR. O'BRIEN: No. I think it's a great
21 plan. You guys did your homework and provided
22 us with a very detailed, you know, backup to the

1 application.

2 To everyone else's point, I think
3 it's going to be a great addition to the village
4 and I'm over there on Ogden Avenue all the time
5 and it would be nice to look at a nice building
6 over there and the fact that you guys thought
7 enough to include the interior parking for your
8 inventory. And from a safety concern, and also
9 from an aesthetic point of view, it's very well
10 done.

11 CHAIRMAN GILTNER: So is there a motion
12 someone wants to put forward? We can still have
13 discussion once the motion is on the table, but
14 just if we're -- Does anyone have any other
15 comments?

16 MS. LEE: I just have one, really,
17 question for Robb.

18 The zoning category that this
19 property is located in, what are the other
20 permitted types of uses? I mean, an office
21 building, obviously, which it would be -- the
22 parking wouldn't work in that scenario very well

1 either. What else could go there?

2 MR. McGINNIS: So B-3 is a general
3 business category. There are pages and pages of
4 permitted uses. I would hate to just start --

5 MS. LEE: So you could put a restaurant
6 there if you wanted?

7 MR. McGINNIS: Yes, you could.

8 MS. LEE: Okay. That's what I was
9 trying to understand. Thank you.

10 MR. McGINNIS: But, again, that would
11 be easy to address, right, because it's a change
12 in use.

13 MS. LEE: Right.

14 MR. McGINNIS: So we would have an
15 opportunity then to revisit that intensity of
16 use.

17 CHAIRMAN GILTNER: It sounds like the
18 tricky part is if it continues with this type of
19 use but maybe there's a change in intensity that
20 occurs as a result. Because if there's any
21 other sort of significant change in the use of
22 the property, then it goes through this same

1 process.

2 MR. McGINNIS: Correct.

3 MS. LEE: So if, you know, ten years
4 down the line, one of the existing car
5 dealerships on the other side of Ogden wanted to
6 purchase this building and use it as an
7 additional site for the selling of their --

8 MR. McGINNIS: That's the larger
9 concern. Spot on.

10 CHAIRMAN GILTNER: Because then you're
11 kind of splitting hairs, is it -- you know, will
12 it be the same intensity.

13 MS. LEE: It's, obviously, going to be
14 a higher use, you know if it's anything that's
15 not a \$250,000 and up car.

16 CHAIRMAN GILTNER: Right. Is Ferrari
17 across the street?

18 MR. MOBERLY: Yeah, Ferrari is about
19 the same.

20 CHAIRMAN GILTNER: Right. So that's --
21 That's precisely what the village attorney and
22 the board is concerned about from the beginning

1 and that's why there's this discussion to have
2 some language.

3 MR. McGINNIS: Correct.

4 CHAIRMAN GILTNER: So I think that's
5 what we want to factor in to do our
6 recommendation, however we decide to do that.

7 MR. PODLISKA: With a general phrase

8 that shows that that's our concern and that
9 we're moving this on to them with the

10 recommendation to grant the variation based upon
11 a consideration of this intensity of use and the
12 business model that's been presented to us.
13 That leaves it to them.

14 MS. LEE: You said it perfectly.

15 MR. O'BRIEN: Repeat that then.

16 CHAIRMAN GILTNER: Are we still -- Is
17 there a motion that someone wants to put
18 forward?

19 MR. MOBERLY: I motion that John make
20 the motion.

21 MR. PODLISKA: I move that we recommend
22 the granting of the variation with the

1 consideration of the -- I move that we recommend
2 granting the variation based upon the intensity
3 of use reflected by the business model as
4 presented in these hearings.

5 MR. MURPHY: Conditioned on intensity
6 of use. Can we recommend the ordinance include
7 conditions that would be triggered by a
8 substantial increase in the intensity of use,
9 right. Or say based on. Based on just means
10 this is what went into our decision. It isn't
11 really limiting anything. If we want the board
12 to put restrictions in their ordinance. I think
13 that's what we should say. And that's what
14 we're talking about, right?

15 CHAIRMAN GILTNER: Right. So maybe --

16 MR. O'BRIEN: Our granting isn't
17 conditional on that, correct?

18 CHAIRMAN GILTNER: Sorry?

19 MR. O'BRIEN: Our granting of the
20 variance is not conditional on that?

21 MR. MURPHY: It's not conditional but
22 it's our recommendation that when they grant the

1 variance, that they include restrictions related
2 to the intensity of use.

3 CHAIRMAN GILTNER: Right. So maybe we
4 can say what you just said and then just append
5 to that to say and that any change of -- or --

6 MR. McGINNIS: Increase in use
7 intensity.

8 CHAIRMAN GILTNER: What's that?

9 MR. McGINNIS: Increase in use
10 intensity.

11 CHAIRMAN GILTNER: Or the intensity of
12 use is considered with any change of -- well --
13 I guess what I'm saying is -- I think we can
14 include what you're saying but then add to that,
15 and that for future -- for future property uses
16 that we assume that the village is working
17 through limitation language with this buyer or
18 something like that.

19 So it's not just specifically for
20 this application, but it's something -- I think
21 that's what you're saying, Tom, that it's some
22 reference to the fact that in the future we're

1 assuming that there's going to be some
2 protections and then that's what we understand
3 the village attorney is working through with
4 this buyer.

5 MR. MOBERLY: How is that enforced? Is
6 somebody going to be out there with a counter or
7 something auditing? I'm talking like five years
8 down the road.

9 MR. McGINNIS: These are very good
10 questions. I don't know what that looks like.

11 MR. MOBERLY: I don't think it's a bad
12 thing. If they sell twice as many cars as they
13 think, it's a good thing. I'm sure you guys
14 think it's a good thing.

15 MR. McGINNIS: Arguably, anyone coming
16 in, if and when McLaren ever outgrew the space
17 say, would have to come in for an occupancy
18 permit. So there are systems in place that
19 would afford us an opportunity to reevaluate
20 that new occupant going there.

21 MR. MOBERLY: Okay.

22 CHAIRMAN GILTNER: Is everyone

1 comfortable with starting with John, what you
2 just proposed, but maybe looking at some
3 additional language that -- you know, that sort
4 of further qualifies it or references the fact
5 that there's work being done to limit -- you
6 know, limitation language that's being worked
7 on?

8 Gannon, did you have something?

9 MR. O'BRIEN: Yeah. I guess language
10 to the effect of, you know, a motion to grant
11 approval of the variance as submitted. The
12 variance application as submitted with
13 recommendation to the board, that language be
14 included in the granting ordinance that this
15 variation be reviewed upon any future users'
16 increase in use intensity.

17 CHAIRMAN GILTNER: Can you read it
18 again?

19 MR. O'BRIEN: I can try. The first
20 part is recommending to the board that language
21 be included in the granting ordinance.

22 MR. PODLISKA: I would rather that it

<p style="text-align: center;">18</p> <p>1 reflect our view rather than our recommendation</p> <p>2 as to what language they should use.</p> <p>3 MR. O'BRIEN: Right.</p> <p>4 MR. PODLISKA: I think we can keep it</p> <p>5 more general than that if we simply say that</p> <p>6 we're recommending the granting of the variation</p> <p>7 based upon the intensity of use and the business</p> <p>8 model as presented by the applicant.</p> <p>9 CHAIRMAN GILTNER: So that it doesn't</p> <p>10 hamper any discussions between the village, we</p> <p>11 have stated our decision is based on the</p> <p>12 intensity of use today.</p> <p>13 MR. O'BRIEN: Specific to this user.</p> <p>14 CHAIRMAN GILTNER: It would still go</p> <p>15 on -- The village attorney is still going to do</p> <p>16 their work and that we have made it clear --</p> <p>17 MR. PODLISKA: Left it open to them.</p> <p>18 CHAIRMAN GILTNER: -- and our</p> <p>19 recommendation is based on that. I think -- For</p> <p>20 me, that seems acceptable.</p> <p>21 MR. MURPHY: Did the board -- Does that</p> <p>22 sound like what they are asking the board for --</p>	<p style="text-align: center;">20</p> <p>1 MR. PODLISKA: No. You have the motion</p> <p>2 pending.</p> <p>3 CHAIRMAN GILTNER: You can discuss</p> <p>4 after the motion.</p> <p>5 MR. PODLISKA: We're good.</p> <p>6 CHAIRMAN GILTNER: Bob, you good to</p> <p>7 vote?</p> <p>8 CHAIRMAN NEIMAN: I am.</p> <p>9 CHAIRMAN GILTNER: Okay. Roll call,</p> <p>10 please.</p> <p>11 MR. MCGINNIS: Member Moberly?</p> <p>12 MR. MOBERLY: Yes.</p> <p>13 MR. MCGINNIS: Member O'Brien?</p> <p>14 MR. O'BRIEN: Yes.</p> <p>15 MR. MCGINNIS: Member Giltner?</p> <p>16 CHAIRMAN GILTNER: Yes.</p> <p>17 MR. MCGINNIS: Member Murphy?</p> <p>18 MR. MURPHY: Yes.</p> <p>19 MR. MCGINNIS: Member Lee?</p> <p>20 MS. LEE: Yes.</p> <p>21 MR. MCGINNIS: Member Podliska?</p> <p>22 MR. PODLISKA: Yes.</p>
<p style="text-align: center;">19</p> <p>1 MR. MCGINNIS: Yes.</p> <p>2 MR. MURPHY: -- or more specific.</p> <p>3 MR. MCGINNIS: I think that your</p> <p>4 concerns have been conveyed.</p> <p>5 MR. MURPHY: I thought you were saying</p> <p>6 that they wanted our recommendation to</p> <p>7 specifically recommend an intensity of use</p> <p>8 limitation in the ordinance.</p> <p>9 MR. MCGINNIS: I think what Member</p> <p>10 Podliska put forth covers it.</p> <p>11 MR. PODLISKA: Okay.</p> <p>12 CHAIRMAN GILTNER: It's clear that it's</p> <p>13 based on the intensity of use and any change.</p> <p>14 MR. PODLISKA: Okay. So try it one</p> <p>15 more time.</p> <p>16 I move to recommend approval of the</p> <p>17 variation based upon the intensity of use and</p> <p>18 the business model as presented by the</p> <p>19 applicant.</p> <p>20 MR. O'BRIEN: Second.</p> <p>21 CHAIRMAN GILTNER: Any further</p> <p>22 discussion?</p>	<p style="text-align: center;">21</p> <p>1 MR. MCGINNIS: Chairman Neiman?</p> <p>2 CHAIRMAN NEIMAN: Yes.</p> <p>3 CHAIRMAN GILTNER: Thank you.</p> <p>4 Next on the agenda is new business.</p> <p>5 Any new business? Old business?</p> <p>6 (No response.)</p> <p>7 Is there a motion to adjourn?</p> <p>8 MR. PODLISKA: So moved.</p> <p>9 CHAIRMAN GILTNER: All those in favor</p> <p>10 say aye.</p> <p>11 (All aye.)</p> <p>12 Any opposed.</p> <p>13 (No response.)</p> <p>14 Motion carries. Thank you.</p> <p>15 (WHICH, were all of the</p> <p>16 discussions had in the</p> <p>17 above-entitled cause.)</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p>

STATE OF ILLINOIS)
) ss:
COUNTY OF DU PAGE)

I, KRISTI LANDOLINA, Certified
Shorthand Reporter, Registered Professional
Reporter, Notary Public in and for the County
DuPage, State of Illinois, do hereby certify
that the discussions of the Zoning Board of
Appeals was reduced to writing by means of
shorthand and thereafter transcribed into
typewritten form; and that the foregoing is a
true, correct and complete transcript of my
shorthand notes so taken aforesaid.

IN TESTIMONY WHEREOF I have
hereunto set my hand and affix my electronic
signature this 23rd day of March, A.D. 2023.

/s/ Kristi Landolina
KRISTI LANDOLINA
C.S.R. No. 84-4611
Notary Public, DuPage County

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V V-01-23 [1] - 1:5 variance [8] - 5:5, 6:4, 6:6, 6:7, 14:20, 15:1, 17:11, 17:12 variation [11] - 4:20, 6:2, 8:21, 9:8, 9:14, 13:10, 13:22, 14:2, 17:15, 18:6, 19:17 view [3] - 5:21, 10:9,				

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REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: Consent – ACA

SUBJECT: Accounts Payable-Warrant #1779

MEETING DATE: May 16, 2023

FROM: Alison Brothen, Finance Director

Recommended Motion

Approve payment of the accounts payable for the period of April 27, 2023 through May 10, 2023 in the aggregate amount of \$692,254.13 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.

Background

At each Village Board meeting the Village Treasurer submits a warrant register that lists bills to be paid and to ratify any wire transfers that have been made since the last Village Board meeting. Supporting materials for all bills to be paid are reviewed by Village Treasurer and one Village Trustee prior to the Village Board meeting.

Discussion & Recommendation

After completion of the review by the Village Treasurer and Village Trustee approval of Warrant #1779 is recommended.

Budget Impact

N/A

Village Board and/or Committee Action

Village Board agenda policy provides that the Approval of the Accounts Payable should be listed on the Consent Agenda

Documents Attached

Warrant Register #1779

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1779

FOR PERIOD April 27, 2023 through May 10, 2023

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$692,254.13 reviewed and approved by the below named officials.

APPROVED BY _____ DATE _____
FINANCE DIRECTOR

APPROVED BY _____ DATE _____
VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE TRUSTEE

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
1779

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems			
4/28/2023	Village Payroll #9 - Calendar 2023	FWH/FICA/Medicare	\$ 93,709.07
Illinois Department of Revenue			
4/28/2023	Village Payroll #9 - Calendar 2023	State Tax Withholding	\$ 19,808.48
ICMA - 457 Plans			
4/28/2023	Village Payroll #9 - Calendar 2023	Employee Withholding	\$ 17,304.31
HSA PLAN CONTRIBUTION			
4/28/2023	Village Payroll #9 - Calendar 2023	Employer/Employee Withholding	\$ 4,681.95
Intergovernmental Personnel Benefit Cooperative		Employee Insurance	\$ 174,429.00
Illinois Municipal Retirement Fund		Employer/Employee	\$ 49,053.68
Scarlett Entertainmnet			\$ 14,500.00

Total Bank Wire Transfers and ACH Payments \$ 373,486.49

ipbc-general 174,429.00
ACH - general 14,500.00
payroll 184,557.49
373,486.49

Village of Hinsdale
#1779
Summary By Fund

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
General Fund	100	313,791.62	174,429.00	488,220.62
Water & Sewer Operations	600	11,864.14	-	11,864.14
Water & Sewer Capital	620	516.00	-	516.00
Payroll Revolving Fund	740	5,380.26	184,557.49	189,937.75
Library Operating Fund	900	1,715.62		1,715.62
Total		333,267.64	358,986.49	692,254.13



Warrant Register 1779

Invoice	Description	Invoice/Amount
AT & T		
63032338639258	VEECK PARK WP-3/14-4/13/23 SCO FACILITY	518.66
	Check Date 4/27/2023 Total For Check # 115667	518.66
COMCAST		
8771201110009242	PD/FIRE CABLE TV 4/16-5/15/23	88.82
8771201110009242	PD/FIRE CABLE TV 4/16-5/15/23	88.83
	Check Date 4/27/2023 Total For Check # 115668	177.65
PALACIOS, PATSY		
27451	KLM SECURITY DEP-EN230121 #27451	500.00
27451	KLM SECURITY DEP-EN230121 #27451	-50.00
	Check Date 4/27/2023 Total For Check # 115669	450.00
STEWART, ASHLEY		
258212	PROGRAM CANCELLATIONS	112.00
258212	PROGRAM CANCELLATIONS	86.00
	Check Date 4/27/2023 Total For Check # 115670	198.00
TOSHIBA FINANCIAL SERVICE		
499612182	COPIER LEASE ADMIN 4/13-5/13/23	275.00
499108785	COPIER LEASE COM DEV/PARKS 4/6-5/6/23	192.50
499108785	COPIER LEASE COM DEV/PARKS 4/6-5/6/23	82.50
	Check Date 4/27/2023 Total For Check # 115671	550.00
MAURA E SCHOO		
25471	PAYROLL CHECK REPRINT	1,715.62
	Check Date 4/28/2023 Total For Check # 115672	1,715.62
AFLAC-FLEXONE		
25401	Payroll Run 1 - Warrant PR2309	608.82
	Check Date 5/2/2023 Total For Check # 115673	608.82
NATIONWIDE RETIREMENT SOL		
25400	Payroll Run 1 - Warrant PR2309	825.00
	Check Date 5/2/2023 Total For Check # 115674	825.00
NATIONWIDE TRUST CO FSB		
25402	Payroll Run 1 - Warrant PR2309	3,356.13
	Check Date 5/2/2023 Total For Check # 115675	3,356.13
STATE DISBURSEMENT UNIT		
25403	Payroll Run 1 - Warrant PR2309	230.77
	Check Date 5/2/2023 Total For Check # 115676	230.77



Warrant Register 1779

Invoice	Description	Invoice/Amount
STATE DISBURSMENT UNIT		
25404	Payroll Run 1 - Warrant PR2309	359.54
	Check Date 5/2/2023 Total For Check # 115677	359.54
AMERICAN EXPRESS		
APR23	MISC APR CHARGES	38.81
APR23	MISC APR CHARGES	-3.00
APR23	MISC APR CHARGES	-17.79
	Check Date 5/3/2023 Total For Check # 115678	18.02
TOSHIBA FINANCIAL SERVICE		
499943686	COPIER LEASE PD 4/18-5/18/23	275.00
500045414	COPIER LEASE FIRE/PUB WKS 4/19-5/19/23	269.12
500045414	COPIER LEASE FIRE/PUB WKS 4/19-5/19/23	269.12
	Check Date 5/3/2023 Total For Check # 115679	813.24
BROTHEN, ALISON		
050323	PETTY CASH-HINSDALE POOL START UP	300.00
	Check Date 5/4/2023 Total For Check # 115680	300.00
A BLOCK MARKETING INC		
LC00068336-9/12	BALANCE ON LOG DISPOSAL	30.00
LC00069095	WOODCHIP DISPOSAL	30.00
ME00069072	WOODCHIP DISPOSAL	30.00
ME00069076	WOODCHIP DISPOSAL	30.00
LC00070538	LOG & WOODCHIP DISPOSAL	90.00
LC00070551	LOG & WOODCHIP DISPOSAL	90.00
LC00070553	WOODCHIP DISPOSAL	30.00
LC00070689	WOODCHIP DISPOSAL	30.00
LC00070767	WOODCHIP DISPOSAL	30.00
LC00072351	WOODCHIP DISPOSAL	30.00
	Check Date 5/10/2023 Total For Check # 115681	420.00
ADDISON FIRE PROTECTION DISTRICT #1		
2023-18	IMAGE TREND ANNUAL FEES	4,604.63
	Check Date 5/10/2023 Total For Check # 115682	4,604.63
ADVENTHEALTH BOLINGBROOK		
042308	MAR23 DRUG SCREENINGS	750.00
	Check Date 5/10/2023 Total For Check # 115683	750.00



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Invoice	Description	Invoice/Amount
AEP ENERGY		
3014421204-APR	19 E CHGO TRANSFORMER 3/20-4/18/23	1,290.69
3014421192-APR	908 ELM ST-3/20-4/18/23	416.77
Check Date 5/10/2023 Total For Check # 115684		1,707.46
AIR ONE EQUIPMENT		
192798	SCBA TESTING	905.14
193031	FIRE MAULER	253.00
Check Date 5/10/2023 Total For Check # 115685		1,158.14
ALLIED GARAGE DOOR INC		
210126	GARAGE DOOR MAINTENANCE PUB SVCS	413.00
210164	GARAGE DOOR MAINTENANCE PUB SVCS	695.95
Check Date 5/10/2023 Total For Check # 115686		1,108.95
AMES ENGINEERING INC		
3	LIGHTING ORDINANCE WK-MAR23	1,216.88
Check Date 5/10/2023 Total For Check # 115687		1,216.88
ANDRES MEDICAL BILLING LT		
032023HNIL	FEBRUARY 2023 COLLECTIONS	2,795.43
042023HNIL	MARCH 2023 COLLECTIONS	2,626.28
Check Date 5/10/2023 Total For Check # 115688		5,421.71
ATLAS BOBCAT LLC		
HY1411	AIR FILTERS #105	137.51
Check Date 5/10/2023 Total For Check # 115689		137.51
BACKGROUNDS ONLINE		
552305	BACKGROUND CHECKS	2,179.95
Check Date 5/10/2023 Total For Check # 115690		2,179.95
BANNERVILLE USA		
33599	POSTERS FOR BURLINGTON FOR POSTED IN JANUARY	270.00
34008	FLAGS FOR 150TH CELEBRATION	2,550.00
Check Date 5/10/2023 Total For Check # 115691		2,820.00
BELSON OUTDOORS LLC		
337422	PARK BLEACHERS-INCLUDED IN 2023 CIP	12,960.12
Check Date 5/10/2023 Total For Check # 115692		12,960.12
CARROT-TOP INDUSTRIES,IN		
INV116493	US FLAG-VH/MEM HALL	501.82
INV116356	FLAGS	453.16
Check Date 5/10/2023 Total For Check # 115693		954.98



Warrant Register 1779

Invoice	Description	Invoice/Amount
CDW-GOVERNMENT INC.		
HV47593	WIFI ACCESS POINTS	1,600.96
HV76108	LAPTOP-ALEX	850.04
HT55579	LAPTOP-PELUSO	827.12
jd10808	LAPTOP-D SCHMIT	827.12
Check Date 5/10/2023 Total For Check # 115694		4,105.24
CHESS SCHOLARS		
3004949	SPRING BREAK CAMP	465.00
3004549	CHESS CHECKMATE CLASS	88.00
3005029	CHESS CLASSES MARCH	186.00
Check Date 5/10/2023 Total For Check # 115695		739.00
CHICAGO ARTISAN ROASTERS		
1277	COFFEE	65.00
Check Date 5/10/2023 Total For Check # 115696		65.00
CHRISTOPHER B BURKE		
PAY #2	CY23 3RD PTY DEVELOPMENT REVIEWS	2,100.00
Check Date 5/10/2023 Total For Check # 115697		2,100.00
CINTAS CORPORATION		
5154386269	MEDICAL FIRST AID-WATER DEPT	122.27
5154386229	FIRST AID CABINET-PUB SVCS	389.24
514090528	RESTOCK MEDICAL CABINET-PUB SVC	282.87
5140913461	MEDICAL CABINET RESTOCK-VH/COM DEV	115.27
5140913461	MEDICAL CABINET RESTOCK-VH/COM DEV	115.27
5133606713	MEDICAL CABINET RESTOCK-VH/COM DEV	164.34
5133606713	MEDICAL CABINET RESTOCK-VH/COM DEV	164.34
4153731070	MAT & TOWEL SVC	22.85
4153731070	MAT & TOWEL SVC	30.53
4153731070	MAT & TOWEL SVC	21.39
4153731070	MAT & TOWEL SVC	21.29
4153731070	MAT & TOWEL SVC	46.08
4153731070	MAT & TOWEL SVC	42.97
Check Date 5/10/2023 Total For Check # 115698		1,538.71
CLARENDON HILLS PARK DIST		
HINSDALECHEER2 0234.0	MARCH TUMBLING AND MANNERS ACADEMY	297.00
Check Date 5/10/2023 Total For Check # 115699		297.00



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Invoice	Description	Invoice/Amount
CLARK HILL PLC		
1303520	LEGAL SERVICES THRU 3/31/23	106.50
	Check Date 5/10/2023 Total For Check # 115700	106.50
CLARKE ENVIRONMENT		
001028013	MOSQUITO ABATEMENT 2023 BOT 3/7/23	14,149.00
	Check Date 5/10/2023 Total For Check # 115701	14,149.00
COMCAST		
8771201110037136	POOL 5/4-6/3/23	169.80
	Check Date 5/10/2023 Total For Check # 115702	169.80
COMED		
0015093062	303 57TH STREET-SCADA	335.07
0075151076	ELEANOR PARK	823.83
0203017056	WARMING HOUSE/PADDLE HUT	309.71
0203065105	CHESTNUT PARKING	36.28
0395122068	STREET LIGHTS	61.94
0417073048	314 SYMONDS DR	466.08
0427019145	PD CAMERA	31.83
0471095066	FOUNTAIN	56.70
0651102260	PD CAMERA	33.36
0697168013	STREET LIGHTS	34.72
0825110049	PD CAMERA	30.54
1507053046	PD CAMERA	29.49
1993023010	RADIO EQUIPMENT FD	244.27
2155025097	PD CAMERA	30.06
2378029015	WASHINGTON	46.86
2425068008	VEECK PARK	2,284.38
2771151012	PD CAMERA	29.81
3454039030	VEECK PARK-WP	833.65
7011378007	PIERCE PARK	702.83
7093551008	KLM LODGE 80/20	1,185.19
7093551008	KLM LODGE 80/20	296.30
8521083007	ROBBINS PARK	500.34
8521342001	TRAIN STATION	712.39
8521400008	WATER PLANT	40.24
8605174005	BROOK PARK	476.62
8605437007	POOL	567.18



Warrant Register 1779

Invoice	Description	Invoice/Amount
	Check Date 5/10/2023 Total For Check # 115703	10,199.67
COMED		
0381057101	CLOCK TOWER	23.50
0499147045	BURLINGTON PARK	23.50
0639032045	ROBBINS PARK	19.86
1107024145	LANDSCAPE LIGHTS 650	25.42
2195166237	PD CAMERA	28.44
6583006139	BURLINGTON PARK	23.50
7011157008	NS CBQ RR	28.45
7011481018	WALNUT STREET	24.67
7261620005	SAFETY TOWN	20.74
8689206002	ELEANOR PARK	27.66
8689480008	STOUGH PARK	19.46
8689640004	BURNS FIELD	20.11
	Check Date 5/10/2023 Total For Check # 115704	285.31
CONRAD POLYGRAPH, INC		
5557	POLYGRAPH EXAM-CONGENIE AND TROIOLA	360.00
	Check Date 5/10/2023 Total For Check # 115705	360.00
CONSERV FS		
6422701	GRASS SEED	147.50
6420735	GRASS SEED	182.50
	Check Date 5/10/2023 Total For Check # 115706	330.00
CONSTELLATION NEWENERGY		
3710528	GAS BILLS 2/1-2/28/23	647.69
3710528	GAS BILLS 2/1-2/28/23	647.68
3710528	GAS BILLS 2/1-2/28/23	1,343.24
3710528	GAS BILLS 2/1-2/28/23	1,534.54
3710528	GAS BILLS 2/1-2/28/23	530.90
3710528	GAS BILLS 2/1-2/28/23	1,054.58
3732706	GAS BILLS 3/1-3/32/23	617.50
3732706	GAS BILLS 3/1-3/32/23	617.51
3732706	GAS BILLS 3/1-3/32/23	1,330.10
3732706	GAS BILLS 3/1-3/32/23	1,427.44
3732706	GAS BILLS 3/1-3/32/23	523.89
3732706	GAS BILLS 3/1-3/32/23	1,040.32
	Check Date 5/10/2023 Total For Check # 115707	11,315.39



Warrant Register 1779

Invoice	Description	Invoice/Amount
DAILY HERALD Paddock PUB		
246901	SIDEWALK GRINDING BID NOTICE	135.00
	Check Date 5/10/2023 Total For Check # 115708	135.00
DIRECT ADVANTAGE INC		
802322	RESTAURANT WEEK	7,349.70
	Check Date 5/10/2023 Total For Check # 115709	7,349.70
DLT SOLUTIONS, LLC		
5127026A	ANNUAL AUTOCAD USER FEE	1,920.40
	Check Date 5/10/2023 Total For Check # 115710	1,920.40
DO-ALL FENCE INC		
9775	PIERCE PARK FENCES-INCLUDED IN 2023 CIP	14,420.00
	Check Date 5/10/2023 Total For Check # 115711	14,420.00
DU-COMM		
18557	E-DISPATCH NOTIFICATION	276.93
18478	LEASING/OWNING MAY-JULY 2023	2,577.09
18522	QUARTERLY DISPATCHING FEES MAY-JULY 2023	42,849.00
	Check Date 5/10/2023 Total For Check # 115712	45,703.02
DUPAGE COUNTY COLLECTOR		
09-12-129-014	1ST INSTALL HINSDALE AVE-CASA MARGARITA	5,858.41
	Check Date 5/10/2023 Total For Check # 115713	5,858.41
EMERGENCY MEDICAL PROD		
2545282	FIBER OPTIC DISPOSABLE BLADE	4.76
2545358	FIBER OPTIC DISPOSABLE BLADE	15.26
2548303	FIBER OPTIC DISPOSABLE BLADE	4.76
2548306	FIBER OPTIC DISPOSABLE BLADE	4.76
2548307	FIBER OPTIC DISPOSABLE BLADE	4.76
2548308	FIBER OPTIC DISPOSABLE BLADE	4.76
	Check Date 5/10/2023 Total For Check # 115714	39.06
FCWRD		
008919-000-APR23	SEWER 2/28-4/26/23	317.19
	Check Date 5/10/2023 Total For Check # 115715	317.19
FLEET PRIDE INC		
107282365	T84 MIRRORS	575.70
53828006	SCOTSEAL CREDIT MEMO 53603874	-46.82
	Check Date 5/10/2023 Total For Check # 115716	528.88



Warrant Register 1779

Invoice	Description	Invoice/Amount
FOSTER'S TEST LANE LLC		
42599	SAFETY LANE & INSPECTIONS	40.50
42599	SAFETY LANE & INSPECTIONS	60.50
Check Date 5/10/2023 Total For Check # 115717		101.00
FOX VALLEY FIRE & SAFETY		
IN00595626	EXTINGUISHER SERVICE	554.10
Check Date 5/10/2023 Total For Check # 115718		554.10
FULLERS HOME & HARDWARE		
MAR23	MISC HARDWARE MAR23	13.66
MAR23	MISC HARDWARE MAR23	3.76
MAR23	MISC HARDWARE MAR23	31.21
MAR23	MISC HARDWARE MAR23	26.98
MAR23	MISC HARDWARE MAR23	10.79
MAR23	MISC HARDWARE MAR23	13.49
MAR23	MISC HARDWARE MAR23	14.92
MAR23	MISC HARDWARE MAR23	58.46
Check Date 5/10/2023 Total For Check # 115719		173.27
GARRON, FERNANDO		
041823	BOARD MTG RECORDING 4/18/23	325.00
042423	BOARD MTG RECORDING 4/19/23	200.00
Check Date 5/10/2023 Total For Check # 115720		525.00
GOVTEMPS USA, LLC		
4166225	PAYROLL CONSULTANT 4/9, 4/16	2,047.50
Check Date 5/10/2023 Total For Check # 115721		2,047.50
GRAINGER, INC.		
9669663826	TOOLS FOR BENCH GRINDER	347.53
9664655306	FILTER FOR ICE MAKER	24.38
9671837996	MAINTENANCE	190.92
9685875081	EMERG REPAIR PUB SVC BOILER PUMP-NO HEAT	4,472.99
Check Date 5/10/2023 Total For Check # 115722		5,035.82
GRANICUS		
162823	LIVESTREAM 3/11/23-6/10/23	1,292.27
164521	BUILDING PERMIT SOFTWARE	13,883.59
Check Date 5/10/2023 Total For Check # 115723		15,175.86
HAYES JR LOUIS P		
042723	TUITION REIMBURSEMENT	2,500.00
Check Date 5/10/2023 Total For Check # 115724		2,500.00



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Invoice	Description	Invoice/Amount
HEALY ASPHALT COMPANY LLC		
35152	COLD PATCH MAIN BREAKS	1,041.60
	Check Date 5/10/2023 Total For Check # 115725	1,041.60
HOME DEPOT CREDIT SERVICE		
APR23	MISC HARDWARE APR	141.49
APR23	MISC HARDWARE APR	67.38
APR23	MISC HARDWARE APR	21.83
APR23	MISC HARDWARE APR	71.82
APR23	MISC HARDWARE APR	78.79
APR23	MISC HARDWARE APR	98.07
APR23	MISC HARDWARE APR	19.94
APR23	MISC HARDWARE APR	90.89
APR23	MISC HARDWARE APR	114.31
APR23	MISC HARDWARE APR	143.88
	Check Date 5/10/2023 Total For Check # 115726	848.40
HR GREEN INC		
161742	LAKE MICHIGAN WATER ALLOCATION SVCS	1,224.50
161700	SOURCE WATER PROTECTION PLAN BOT 3/7/23	516.00
	Check Date 5/10/2023 Total For Check # 115727	1,740.50
ICMA MEMBERSHIP RENEWALS		
143634	MEMBERSHIP DUES-PETERSON	910.00
	Check Date 5/10/2023 Total For Check # 115728	910.00
ILLINOIS SHOTOKAN KARATE		
249	KARATE CLASSES	2,462.40
	Check Date 5/10/2023 Total For Check # 115729	2,462.40
ILLINOIS TOLLWAY		
G123000005242	IPASS TOLLS 1/1/23-3/31/23	11.45
	Check Date 5/10/2023 Total For Check # 115730	11.45
INNOVATION ARTS CONNECTION		
1268	DANCE CLASSES SPRING	400.00
	Check Date 5/10/2023 Total For Check # 115731	400.00
INTERNATIONAL EXTERMINATO		
04-2613	PEST CONTROL APR23	47.00
04-2613	PEST CONTROL APR23	47.00
04-2613	PEST CONTROL APR23	132.00
04-2613	PEST CONTROL APR23	47.00



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Invoice	Description	Invoice/Amount
04-2613	PEST CONTROL APR23	47.00
	Check Date 5/10/2023 Total For Check # 115732	320.00
INTERSTATE BATTERY SYSTEM		
10077324	BATTERY #846	117.00
329563	BATTERY #45 JOHN DEERE TRACTOR	127.00
	Check Date 5/10/2023 Total For Check # 115733	244.00
IRMA		
SALES0020800	MARCH DEDUCTIBLE	581.59
SALES0020800	MARCH DEDUCTIBLE	12,494.38
	Check Date 5/10/2023 Total For Check # 115734	13,075.97
KASPERSKI, ERIC		
041323	UNIFORM ALLOW-PARKS	78.05
	Check Date 5/10/2023 Total For Check # 115735	78.05
KATHLEEN W BONO CSR		
9136	#HPC-1-2023, #HPC-4-2023, #HPC-5-2023	311.83
9136	#HPC-1-2023, #HPC-4-2023, #HPC-5-2023	304.88
9136	#HPC-1-2023, #HPC-4-2023, #HPC-5-2023	290.99
	Check Date 5/10/2023 Total For Check # 115736	907.70
KNO2 LLC		
7832	ANNUAL EMS REPORTING SUBSCRIPTION 2022	480.00
13011	ANNUAL EMS REPORTING SUBSCRIPTION 2023	480.00
	Check Date 5/10/2023 Total For Check # 115737	960.00
LAKE VIEW NATURE CENTER		
01012023	NATURE PROGRAMS OAK BROOK TERRACE	359.10
32923	NATURE CLASSES WINTER/SPRING	459.00
	Check Date 5/10/2023 Total For Check # 115738	818.10
LAMBERT, PETE		
041223	CDL RENEWAL	61.35
	Check Date 5/10/2023 Total For Check # 115739	61.35
LORKIEWICZ, REBECCA		
01012023	GENTLE YOGA CLASSES	630.00
	Check Date 5/10/2023 Total For Check # 115740	630.00
MAGIC OF GARY KANTOR		
42023	APRIL MAGIC CLASS	46.20
	Check Date 5/10/2023 Total For Check # 115741	46.20



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Invoice	Description	Invoice/Amount
MARATHON SPORTSWEAR		
76506	SHIRTS FOR TBALL	704.22
77058	SPIRIT WEAR 150TH	137.20
77058	SPIRIT WEAR 150TH	15.25
77058	SPIRIT WEAR 150TH	23.85
77058	SPIRIT WEAR 150TH	23.20
77058	SPIRIT WEAR 150TH	7.95
77058	SPIRIT WEAR 150TH	315.59
77058	SPIRIT WEAR 150TH	15.25
Check Date 5/10/2023 Total For Check # 115742		1,242.51
MENARDS		
17891	PLUMBING REPAIR	27.78
Check Date 5/10/2023 Total For Check # 115743		27.78
NICOR GAS		
13270110003	350 N VINE 3/17-4/17/23	379.30
90077900000	YOUTH CENTER 3/17-4/17/23	254.20
38466010006	PD/FIRE 121 SYMONDS 3/17-4/18/23	87.32
38466010006	PD/FIRE 121 SYMONDS 3/17-4/18/23	87.31
12952110000	5905 S COUNTY LINE 3/20-4/18/23	337.08
06677356575	PLATFORM TENNIS 3/20-4/18/23	530.22
Check Date 5/10/2023 Total For Check # 115744		1,675.43
BAKER, KATINA		
259704	CLASS REFUND-LACROSSE	445.00
Check Date 5/10/2023 Total For Check # 115745		445.00
BLISS, JENNIFER		
259392	CLASS CANCELLED	122.00
Check Date 5/10/2023 Total For Check # 115746		122.00
BYRNE, RHODA		
259524	PROGRAM CANCELLATIONS	335.00
Check Date 5/10/2023 Total For Check # 115747		335.00
BYRNE, RHODA		
259523	CLASS CANCELLED	145.00
Check Date 5/10/2023 Total For Check # 115748		145.00
DELACEY, REBECCA		
259533	PROGRAM CANCELLATIONS	62.00
Check Date 5/10/2023 Total For Check # 115749		62.00



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Invoice	Description	Invoice/Amount
GABRIONE, LINDSEY		
259487	PROGRAM CANCELLATIONS	72.00
	Check Date 5/10/2023 Total For Check # 115750	72.00
KLOSTER, CAMERON		
259514	CLASS CANCELLED	76.00
	Check Date 5/10/2023 Total For Check # 115751	76.00
LAREAU, AMANDA		
259503	CLASS CANCELLED	89.00
	Check Date 5/10/2023 Total For Check # 115752	89.00
LEVESTON, ANGEL		
259486	PROGRAM CANCELLATIONS	72.00
	Check Date 5/10/2023 Total For Check # 115753	72.00
LOUKAS, GEORGIA		
259479	CLASS CANCELLED	85.00
	Check Date 5/10/2023 Total For Check # 115754	85.00
NAGAMINE, WAYDE		
259650	PROGRAM CANCELLATIONS	191.00
	Check Date 5/10/2023 Total For Check # 115755	191.00
NELSON, KATELIN		
259149	CLASS CANCELLATION	67.00
	Check Date 5/10/2023 Total For Check # 115756	67.00
O'HARA, CHRISTINE		
259490	PROGRAM CANCELLATIONS	48.00
	Check Date 5/10/2023 Total For Check # 115757	48.00
WILSON, DYLAN		
259467	CLASS CANCELLED	72.00
	Check Date 5/10/2023 Total For Check # 115758	72.00
ORIGINAL WATERMEN INC		
S81034	FEMALE SHORTS FOR LIFEGUARD	1,313.23
	Check Date 5/10/2023 Total For Check # 115759	1,313.23
PLAQUES PLUS		
		VOID 115760
I0320-009	BENCH PLAQUE	121.36
	Check Date 5/10/2023 Total For Check # 115761	121.36



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Invoice	Description	Invoice/Amount
PRIMUS ELECTRONICS CORP		
1017721	RADIO EQUIPMENT	1,452.33
	Check Date 5/10/2023 Total For Check # 115762	1,452.33
QUADIENT INC		
60087392	METER MAINT & RENTAL 3/13-8/12/23	389.10
60087392	METER MAINT & RENTAL 3/13-8/12/23	111.88
	Check Date 5/10/2023 Total For Check # 115763	500.98
RED WING BUSINESS ADVANTA		
20230323019991	UNIFORM ALLOW-PUB SVC	296.99
20230323019991	UNIFORM ALLOW-PUB SVC	197.99
	Check Date 5/10/2023 Total For Check # 115764	494.98
ROEHN, RICH		
040523	OUTSIDE DINING LIGHTS	215.45
	Check Date 5/10/2023 Total For Check # 115765	215.45
SANGHERA, JASMEET		
042723	TRAVEL EXP REIMB-TRENCH RESCUE	195.00
	Check Date 5/10/2023 Total For Check # 115766	195.00
SHERWIN WILLIAM-WESTMONT		
1269-2	PAINT FOR PLANTERS	348.91
	Check Date 5/10/2023 Total For Check # 115767	348.91
SIGN WORKS INC		
112229	PARK CLEANUP BURLINGTON SIGN	75.00
112062	SIGNS FOR BURLINGTON AND EGG HUNT EVENT	778.00
	Check Date 5/10/2023 Total For Check # 115768	853.00
SMITH'S BELL & CLOCK SERVICE INC		
2048	MEM HALL CLOCK TOWER MOTOR	750.00
	Check Date 5/10/2023 Total For Check # 115769	750.00
SMITTY'S TREE SERVICE INC		
237676	TREE PRUNING	8,999.10
237671	TREE PRUNING CONTRACT 1/1-4/30/23 VOB 4/26/22	31,920.69
237672	TREE PRUNING CONTRACT 1/1-4/30/23 VOB 4/26/22	35,609.67
	Check Date 5/10/2023 Total For Check # 115770	76,529.46
SOUTH SHORE DRILL TEAM & PERFORMING		
SOUTH SHORE PARAGE	JULY 4TH PARTICIPANT	2,000.00
	Check Date 5/10/2023 Total For Check # 115771	2,000.00



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Invoice	Description	Invoice/Amount
THE HINSDALEAN		
12786	BID NOTICE 1698-50/50 SIDEWALK PROG	123.90
12819	PUB HEARING-PROPOSED AMENDMENTS	222.60
	Check Date 5/10/2023 Total For Check # 115772	346.50
THE LAW OFFICES OF AARON H. REINKE		
H-4-20-2023	ADMIN HEARINGS-TOWINGS	200.00
	Check Date 5/10/2023 Total For Check # 115773	200.00
TPI BLDG CODE CONSULTANT		
202303	3RD PTY PLUMBING INSP & PLAN REVIEW	1,900.00
202303	3RD PTY PLUMBING INSP & PLAN REVIEW	3,543.00
	Check Date 5/10/2023 Total For Check # 115774	5,443.00
TRANE		
14110479	HVAC WORK-KLM LODGE	185.03
	Check Date 5/10/2023 Total For Check # 115775	185.03
UNITED STATES POSTAL SVC		
77997582-APR23	APR23 MAIL MACHINE POSTAGE	2,000.00
	Check Date 5/10/2023 Total For Check # 115776	2,000.00
VANNORSDEL, DAVID		
APR-23	ERP PROJECT MANAGEMENT SVCS BOT 3/7/23	800.00
APR-23	ERP PROJECT MANAGEMENT SVCS BOT 3/7/23	1,400.00
	Check Date 5/10/2023 Total For Check # 115777	2,200.00
VERIZON WIRELESS		
9930825880	IPADS/MODEMS/PD CAMERAS 2/24-3/23/23	72.02
9930825880	IPADS/MODEMS/PD CAMERAS 2/24-3/23/23	360.12
9931227353	PD/WATER PLANT MONTHLY USAGE 3/1-3/28/23	37.60
9931227353	PD/WATER PLANT MONTHLY USAGE 3/1-3/28/23	461.21
	Check Date 5/10/2023 Total For Check # 115778	930.95
VILLAGE TRUE VALUE HDWE		
702696	LIGHT SWITCH	4.12
	Check Date 5/10/2023 Total For Check # 115779	4.12
WAREHOUSE DIRECT INC		
5473532-0	OFFICE SUPPLIES	36.08
5473422-0	OFFICE SUPPLIES	1,155.76
5473456-0	OFFICE SUPPLIES	17.22
5476522-0	OFFICE SUPPLIES	98.58
5470825-0	JANITORIAL SUPPLIES	77.26
	Check Date 5/10/2023 Total For Check # 115780	1,384.90



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Invoice	Description	Invoice/Amount
WARREN OIL COMPANY		
W1552930	DIESEL FUEL 3/1-4/11/23 BOT 3/7/23	1,288.54
W1552930	DIESEL FUEL 3/1-4/11/23 BOT 3/7/23	689.91
W1552930	DIESEL FUEL 3/1-4/11/23 BOT 3/7/23	348.02
W1552930	DIESEL FUEL 3/1-4/11/23 BOT 3/7/23	397.35
Check Date 5/10/2023 Total For Check # 115781		2,723.82
WEX BANK		
88920039	UNLEADED FUEL BOT 3/7/23	4,334.93
88920039	UNLEADED FUEL BOT 3/7/23	529.12
88920039	UNLEADED FUEL BOT 3/7/23	912.93
88920039	UNLEADED FUEL BOT 3/7/23	241.09
88920039	UNLEADED FUEL BOT 3/7/23	241.24
88920039	UNLEADED FUEL BOT 3/7/23	51.84
88920039	UNLEADED FUEL BOT 3/7/23	844.61
88920039	UNLEADED FUEL BOT 3/7/23	152.45
88920039	UNLEADED FUEL BOT 3/7/23	682.94
88920039-APR	REBATES/CREDITS & REVERSALS	-122.58
Check Date 5/10/2023 Total For Check # 115782		7,868.57
WINDY CITY NINJAS		
SPRING2023	NINJA CLASSES MAR-APR 23	1,200.00
Check Date 5/10/2023 Total For Check # 115783		1,200.00
YOUNG REMBRANDTS		
2112	DRAWING CLASS YOUNG REMBRANDTS	75.00
Check Date 5/10/2023 Total For Check # 115784		75.00
ZOLL MEDICAL CORP		
3715579	LITHIUM ION BATTERY	842.00
Check Date 5/10/2023 Total For Check # 115785		842.00
Total For ALL Checks		333,267.64



Warrant Summary by Fund:

RECAP BY FUND	FUND NUMBER	FUND TOTAL
GENERAL FUND	100	313,791.62
WATER & SEWER OPERATIONS FUND	600	11,864.14
WATER & SEWER CAPITAL FUND	620	516.00
PAYROLL REVOLVING FUND	740	5,380.26
LIBRARY OPERATIONS	900	1,715.62
	TOTALS:	333,267.64
END OF REPORT		



REQUEST FOR BOARD ACTION

Public Services & Engineering

AGENDA SECTION: Consent Agenda - EPS

SUBJECT: 2023 50/50 Sidewalk Program

MEETING DATE: May 16, 2023

FROM: Matthew Lew, PE, Village Engineer

Recommended Motion

Award the 2023 50/50 Sidewalk Program to Strada Construction Company in the amount not to exceed \$108,830.

Background

The Village conducts an annual sidewalk repair program with resident input and related financial participation. If a sidewalk has been damaged or affected by parkway tree roots, it is paid for 100% by the Village. If it is being repaired for other reasons at the residents' request, the cost is split between the resident and Village. This project is also an opportunity to address sidewalk sections that do not meet the Americans with Disabilities Act (ADA) standards.

Discussion & Recommendation

On May 3, 2023, three bids were received for the 2023 50/50 Sidewalk Program. The lowest responsible bidder is Strada Construction, and the received bids are below.

- Strada Construction \$ 108,830
- Davis Concrete \$ 191,485
- Globe Construction \$ 211,010

Project bids are based upon estimated plan quantities, and final construction amounts will depend upon the actual completed work. Village staff recommends awarding this contract to Strada Construction Company in the amount not to exceed \$108,830.

Budget Impact

The Village has budgeted \$105,000 for the Program. The 2023 Village contribution is \$90,780, and the 2023 resident contributions are \$18,050 for the total contract award of \$108,830. The proposed contract award, including resident contributions, is within the available allocated budget.

Village Board and/or Committee Action

Per the Village's approved meeting policy, this award is included on the Consent Agenda because it meets the definition of a routine item. It is included in the approved 2023 budget, is under budget, and is less than \$100,000 (due to resident contributions).

Documents Attached

1. 2023 50/50 Sidewalk Program Contract

CONTRACT BETWEEN
VILLAGE OF HINSDALE
AND
STRADA CONSTRUCTION COMPANY
FOR
2023 50/50 SIDEWALK PROGRAM

CONTRACT BETWEEN
VILLAGE OF HINSDALE
AND
STRADA CONSTRUCTION COMPANY
FOR
2023 50/50 SIDEWALK PROGRAM

In consideration of the mutual promises set forth below, the Village of Hinsdale, 19 East Chicago Avenue, Hinsdale, Illinois, 60521, a public corporation (“Owner”), and Strada Construction Company, 1742 W. Armitage Ct., Addison, IL 60101 (“Contractor”), make this Contract as of the 16th day of May, 2023, and hereby agree as follows:

ARTICLE I
THE WORK

Per the bid documents and specifications, sidewalk and related concrete items are to be performed at locations provided by the Owner.

1.1 Performance of the Work

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the “Work”:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, as defined and in accordance with Attachment A and Attachment B.

2. Permits. The Contractor shall procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.

4. Taxes. Pay all applicable federal, state, and local taxes.

5. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

6. Quality. Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

Contractor shall coordinate with the Village Engineer to agree upon a “Commencement Date” for the Work. The Contractor shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract within 40 Working Days. The Work shall be completed no later than July 28, 2023.

1.3 Required Submittals

A. Submittals Required. Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract (“Required Submittals”). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor shall provide three complete sets for each Required Submittal. All Required Submittals, except drawings, shall be prepared on white 8-1/2 inch by 11 inch paper. Two blueline prints and one sepia transparency of each drawing shall be provided. All prints of drawings shall be folded to 8-1/2 inches by 11 inches, or less. All drawings shall be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

C. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any

submittal shall be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

"Standard Specifications" refers to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, as adopted on January 1, 2022.

Technical Terms and Conditions set forth in Appendix A apply to all line items listed in Attachment B.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 Safety at the Work Site

Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of

the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

Owner shall have the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford Owner and other contractors reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, not shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

1.15 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II **CHANGES AND DELAYS**

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection

2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III

CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

C. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment A requires a subcontractor or supplier to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning

said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV **FINANCIAL ASSURANCES**

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("Bonds"). Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A. This insurance shall include the Village of Hinsdale named as additional insured. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form, and from companies, acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the insurance company thereof shall have given the expiration of 30 days after written notice to Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A.

4.3 Indemnification

Contractor shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees

and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner.

ARTICLE V **PAYMENT**

5.1 Contract Price

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and special provisions, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, not to exceed \$108,830 subject to any additions, deductions, or withholdings provided for in this Contract. The price of quantities will be the set prices from the Contractor's bid proposal.

5.2 Taxes and Benefits

Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A and article 109.07(a) of the Standard Specifications except as modified herein:

1) Retainer: A maximum retainer or 10% of the total contract price will be administered to all partial payments. The retainer may be reduce at the Engineer's discretion in accordance with the Local Roads Special Provisions #15 of the Standard Specifications.

2) Retainer Time frame. The Village shall reserve the right to withhold the retainer for up to one (1) year after acceptance of all improvements to act as a warranty bond to ensure correction of deficiencies of work that may arise during the warranty period.

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("Pay Request"). The first Pay Request shall be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and partial or final waivers of lien covering,

all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("Notice of Completion"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("Punch List Work").

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("Final Acceptance").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor shall submit to Owner a properly completed final Pay Request in the form provided by Owner ("Final Pay Request"). Owner shall pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("Final Payment"). Final Payment shall be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

D. Guarantee Period. The Contractor warrants all work performed under this contract is free from defects and was performed in accordance with the Contract Documents for a period of one (1) year from the date of final completion of the work, as accepted in writing; by the Village Engineer after all other parties have signed the document. In case of acceptance of a part of the work for use or occupancy prior to the final acceptance of the entire work, the

guarantee for the part so accepted shall be for a period of one (1) year from the date of such partial acceptance, in writing, by the Village Engineer. Work performed due to this warranty requirement shall be guaranteed for a period of one (1) year.

5.5 Liens

A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("Lien") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract;

(3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI

DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.

5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.
6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
8. Owner may recover any damages suffered by Owner.

6.4 Owner's Special Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, per article 108.09 of the Standard Specifications, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

ARTICLE VII

LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion/Prohibited Interests

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

7.4 Assignment

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois

Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Village of Hinsdale
19 East Chicago Avenue
Hinsdale, Illinois 60521
Attention: Village Clerk

with a copy to:

Klein, Thorpe, & Jenkins, Ltd.
Attn: Michael Marrs
20 N. Wacker Drive, Suite 1660
Chicago, IL 60606

Notices and communications to Contractor shall be addressed to, and delivered at, the following address:

Strada Construction Company
1742 W. Armitage Ct.
Addison, IL 60101

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws

Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act.

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.14 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

7.16 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in two original counterparts as of the day and year first written above.

(SEAL)

Attest/Witness:

VILLAGE OF HINSDALE

By: _____

By: _____

Title: _____

Kathleen Gargano
Village Manager

Attest/Witness

STRADA CONSTRUCTION CO.

By: _____

By: _____

Title: _____

Title: _____

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

CONTRACTOR'S CERTIFICATION

_____, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED this _____ day of _____, 2023.

Attest/Witness:

STRADA CONSTRUCTION CO.

By: _____

By: _____

Title: _____

Title: _____

Subscribed and Sworn to
before me this ____ day
of _____, 2023.

My Commission Expires: _____

[SEAL]



REQUEST FOR BOARD ACTION

Public Services & Engineering

AGENDA SECTION: Consent Agenda - EPS

SUBJECT: Elm Street Sidewalk Project – Construction

MEETING DATE: May 16, 2023

FROM: Matthew Lew, PE, Village Engineer

Recommended Motion

Award the Elm Street Sidewalk Project to Strada Construction Company in the amount not to exceed \$35,325.

Background

The Village has agreed to a building lease with Hinsdale Community Services (HCS) at 22 North Elm Street. Both organizations agreed to a new public sidewalk and transferred on-street parking on the west side of Elm Street from East Walnut Street to 22 North Elm Street. A new mid-block pedestrian crossing is also provided. The new public sidewalk and related components are the only items within this construction contract. Other roadway improvements and other private improvements outside the roadway and parkway are not part of this Village contract.

Discussion & Recommendation

On April 18, 2023, the Village Board rejected previous February bids for the Elm Street Sidewalk Project. Staff identified potential project cost savings and re-bid this contract with the 2023 Sidewalk Program. On May 3, 2023, the received bids are shown below.

Project Bid Results

Description	Total Bid
Strada Construction	\$ 35,325
Davis Concrete	\$ 80,556
Globe Construction	\$ 107,371
Engineer's Estimate	\$ 47,896
Project Budget	\$ 50,000

Project bids are based upon estimated plan quantities, and final construction amounts will depend upon the actual completed work. The previous low bid amount was \$80,604, and the current low bid amount is \$35,325. Village staff recommends awarding this contract to Strada Construction Company in the amount not to exceed \$35,325.

Budget Impact

The Village budgeted \$50,000 for the Elm Street Sidewalk Project, and the proposed contract award is within the available budget.

Village Board and/or Committee Action

At the Board of Trustees meeting on April 18, 2023, the Board rejected all February 15, 2023 submitted bids for the Elm Street Sidewalk Project and will review re-submitted bids at a future Board Meeting. Re-bid results will be reviewed by the Board on a future Consent Agenda Item if it meets applicable Village Policy; otherwise, it will be reviewed as a future Second Read item. These re-bid results are provided at the May 16, 2023 Board Meeting.

Per the Village's approved meeting policy, this award is included on the Consent Agenda because it meets the definition of a routine item. It is included in the approved 2023 budget, is under budget, and is less than \$100,000.

Documents Attached

1. Elm Street Sidewalk Project Contract

**CONTRACT BETWEEN
VILLAGE OF HINSDALE**

AND

STRADA CONSTRUCTION COMPANY

FOR

ELM STREET SIDEWALK PROJECT

CONTRACT BETWEEN
VILLAGE OF HINSDALE
AND
STRADA CONSTRUCTION COMPANY
FOR
ELM STREET SIDEWALK PROJECT

In consideration of the mutual promises set forth below, the Village of Hinsdale, 19 East Chicago Avenue, Hinsdale, Illinois, 60521, a public corporation (“Owner”), and Strada Construction Company, 1742 W. Armitage Ct., Addison, IL 60101 (“Contractor”), make this Contract as of the 16th day of May, 2023, and hereby agree as follows:

ARTICLE I
THE WORK

Per the bid documents and specifications, sidewalk and related concrete items are to be performed at locations provided by the Owner.

1.1 Performance of the Work

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the “Work”:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, as defined and in accordance with Attachment A and Attachment B.

2. Permits. The Contractor shall procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.

4. Taxes. Pay all applicable federal, state, and local taxes.

5. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

6. Quality. Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

Contractor shall coordinate with the Village Engineer to agree upon a "Commencement Date" for the Work. The Contractor shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract within 40 Working Days. The Work shall be completed no later than July 28, 2023.

1.3 Required Submittals

A. Submittals Required. Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract ("Required Submittals"). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor shall provide three complete sets for each Required Submittal. All Required Submittals, except drawings, shall be prepared on white 8-1/2 inch by 11 inch paper. Two blueline prints and one sepia transparency of each drawing shall be provided. All prints of drawings shall be folded to 8-1/2 inches by 11 inches, or less. All drawings shall be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

C. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any

submittal shall be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

"Standard Specifications" refers to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, as adopted on January 1, 2022.

Technical Terms and Conditions set forth in Appendix A apply to all line items listed in Attachment B.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 Safety at the Work Site

Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of

the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

Owner shall have the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford Owner and other contractors reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, not shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

1.15 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II **CHANGES AND DELAYS**

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection

2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III

CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

C. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment A requires a subcontractor or supplier to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning

said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV **FINANCIAL ASSURANCES**

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("Bonds"). Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A. This insurance shall include the Village of Hinsdale named as additional insured. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form, and from companies, acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the insurance company thereof shall have given the expiration of 30 days after written notice to Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A.

4.3 Indemnification

Contractor shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees

and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner.

ARTICLE V **PAYMENT**

5.1 Contract Price

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and special provisions, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, not to exceed \$35,325 subject to any additions, deductions, or withholdings provided for in this Contract. The price of quantities will be the set prices from the Contractor's bid proposal.

5.2 Taxes and Benefits

Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A and article 109.07(a) of the Standard Specifications except as modified herein:

1) Retainer: A maximum retainer or 10% of the total contract price will be administered to all partial payments. The retainer may be reduce at the Engineer's discretion in accordance with the Local Roads Special Provisions #15 of the Standard Specifications.

2) Retainer Time frame. The Village shall reserve the right to withhold the retainer for up to one (1) year after acceptance of all improvements to act as a warranty bond to ensure correction of deficiencies of work that may arise during the warranty period.

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("Pay Request"). The first Pay Request shall be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and partial or final waivers of lien covering,

all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("Notice of Completion"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("Punch List Work").

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("Final Acceptance").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor shall submit to Owner a properly completed final Pay Request in the form provided by Owner ("Final Pay Request"). Owner shall pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("Final Payment"). Final Payment shall be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

D. Guarantee Period. The Contractor warrants all work performed under this contract is free from defects and was performed in accordance with the Contract Documents for a period of one (1) year from the date of final completion of the work, as accepted in writing; by the Village Engineer after all other parties have signed the document. In case of acceptance of a part of the work for use or occupancy prior to the final acceptance of the entire work, the

guarantee for the part so accepted shall be for a period of one (1) year from the date of such partial acceptance, in writing, by the Village Engineer. Work performed due to this warranty requirement shall be guaranteed for a period of one (1) year.

5.5 Liens

A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("Lien") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract;

(3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI

DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.

5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.
6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
8. Owner may recover any damages suffered by Owner.

6.4 Owner's Special Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, per article 108.09 of the Standard Specifications, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

ARTICLE VII

LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion/Prohibited Interests

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

7.4 Assignment

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois

Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Village of Hinsdale
19 East Chicago Avenue
Hinsdale, Illinois 60521
Attention: Village Clerk

with a copy to:

Klein, Thorpe, & Jenkins, Ltd.
Attn: Michael Marrs
20 N. Wacker Drive, Suite 1660
Chicago, IL 60606

Notices and communications to Contractor shall be addressed to, and delivered at, the following address:

Strada Construction Company
1742 W. Armitage Ct.
Addison, IL 60101

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws

Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act.

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.14 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

7.16 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in two original counterparts as of the day and year first written above.

(SEAL)

Attest/Witness:

VILLAGE OF HINSDALE

By: _____

By: _____

Kathleen Gargano
Village Manager

Title: _____

Attest/Witness

STRADA CONSTRUCTION CO.

By: _____

By: _____

Title: _____

Title: _____

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

CONTRACTOR'S CERTIFICATION

_____, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED this _____ day of _____, 2023.

Attest/Witness:

STRADA CONSTRUCTION CO.

By: _____

By: _____

Title: _____

Title: _____

Subscribed and Sworn to
before me this ____ day
of _____, 2023.

My Commission Expires: _____

[SEAL]

REQUEST FOR BOARD ACTION

Public Services & Engineering

AGENDA SECTION: Consent Agenda - EPS

SUBJECT: Replacement of Oil Storage Tanks at Public Services Facility

MEETING DATE: May 16, 2023

FROM: Rich Roehn, Superintendent of Public Services

Recommended Motion

Accept proposal from Keller Heartt Co. Inc. for the removal and replacement of the oil storage tanks at the Public Services Facility in the amount of \$29,870.89.

Background

The Public Services Facility currently has three single wall steel oil storage tanks. These tanks hold various oils (5W20, 15W40, and Hydraulic Oil) that are used daily by the Village's Mechanic for preventative maintenance on the Village's fleet. The current tanks are over 30 years old and are showing signs of deterioration. A typical lifespan of a single walled steel oil tank is about 20-25 years.

Included in the 2023 Capital Improvement Plan (CIP), is \$60,000 for the replacement of the oil storage tanks with double walled oil storage tanks. Double walled tanks are the industry standard and provide superior levels of protection against leaks. In addition to the replacement of the tanks, the corresponding piping, pumps, and nozzles will be installed as well.

Discussion & Recommendation

Public Services sought proposals from tank installation vendors for the Village's replacement tanks. Proposals from three (3) vendors are listed below:

- | | |
|------------------------------------|-------------|
| • Keller-Heartt Co. Inc. | \$29,870.89 |
| • Petroleum Technologies Equipment | \$48,777.00 |
| • Crowne Industries | \$72,800.00 |

Staff recommends accepting the proposal from Keller Heartt Co. Inc. in the amount of \$29,870.89.

Budget Impact

Public Services budgeted \$60,000 in the 2023 CIP (4100-7901) for the replacement of the oil storage tanks and upgrades to the system. The Keller Heartt Co. Inc. proposal of \$29,870.89 is \$30,129.11 under the budgeted amount of \$60,000.

Village Board and/or Committee Action

Per the Village's approved meeting policy, this award is included on the Consent Agenda because it meets the definition of a routine item. It is included in the approved 2023 budget, is under budget, and is less than \$100,000.

Documents Attached

1. Proposals for Oil Storage Tank Replacements
2. CIP Project Page: Replace Oil Storage Tanks

KELLER HEARTT CO., INC.

Oil Products Since 1929

4411 South Tripp Avenue
Chicago, Illinois 60632

In Illinois: 773-247-7606
Outside Illinois: 800-423-7513
Fax: 773-247-7969

Quotation Date: 5/8/2023

QUOTATION

PREPARED FOR Village of Hinsdale	
ADDRESS 19 E. Chicago Ave	CITY, STATE: Hinsdale, IL
PHONE 630-789-7044	BUYER: Shawn

FAX

PRODUCT DESCRIPTION	PRICE
- (3) 275 gallon double wall tanks with a UL142 rating with level gauge and e vent - (3) 5:1 Graco Fireball 300 pumps - (3) Graco 1/2" x 50' hose reels - (3) Graco non preset puck style meters - (3) 3/8" Air regulator kits - (1) Graco Fireball 50:1 Pump package - (1) 1/4 x 50' Grease hose reel - (1) 1/4 Accu-Shot metered grease gun	\$22,682.00
Installation/Service Labor Charge -Remove reels -Remove tanks -Install new reels & meters - Install new tanks - Run grease line to 1 bank - Dispose old tanks	\$4,850.00
Job Supplies & Components	\$2,338.89
	Total - \$29,870.89

Excise and other taxes now or hereafter imposed by federal, state or local authority on the products above described or on the manufacturer, transportation or sale thereof shall be added to the prices herein set forth.

Drums remain our property and will be charged for according to our current schedule.

Prices quoted herein are subject to change without notice.

Our representative will appreciate the opportunity to explain more fully the benefit to you in using these or other petroleum products.

Salesperson:

Kris Klesk

Cell Phone 773.657.1858

**PETROLEUM TECHNOLOGIES EQUIPMENT,
INC.**

8447 44th Pl
Lyons, IL 60534
petrotech65@comcast.net

Estimate



ADDRESS

Village of Hinsdale
19 East Chicago Ave.
IL.
Hinsdale, IL 60521

SHIP TO

Village of Hinsdale
Village of Hinsdale
19 East Chicago Ave.
Hinsdale, IL. 60521

ESTIMATE #	DATE	
2066	02/06/2023	

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Installation	ESTIMATE FOR LUBE TANK REPLACEMENT REMOVAL AND DISPOSAL OF EXISTING TANKS (3) AND EQUIPMENT FURNISH AND INSTALL 3- NEW 275 GALLON UL APPROVED DOUBLE WALL HORIZONTAL TANKS , 3 NEW GRACO PUMPS, 1- GREASE PUMP KIT, 4- GRACO REELS, 3- METERS, ALL VALES, FITTINGS, STEEL TUBING, PIPING, LABOR MATERIALS OSFM PERMIT & FINAL INSPECTION	1	48,777.00	48,777.00

SUBTOTAL	48,777.00
TAX	0.00
TOTAL	\$48,777.00

Accepted By

Accepted Date

March 23, 2023

Rich Roehn
Village of Hinsdale
19 E. Chicago Ave
Hinsdale, IL. 60521

Dear Mr. Roehn,

CROWNE INDUSTRIES, LTD. proposes to upgrade your AST lube system @ your facility.

ABOVEGROUND STORAGE TANK INSTALLATION:

- Mobilize crew and equipment to site.
- Remove the old tanks, piping and hose reels. Dispose of equipment off site.
- Install piping, tanks and hose reels.

PIPING, Hose Reels, Pumps & Nozzles

- **Steel product pipe overhead from tanks to reels.**
 - (4) new hose reels with 50' of hose.
 - (4) new Graco Lube guns with meter.
 - (4) new Graco Fireball pumps.
- Ship tanks and equipment to site.
- Furnish forklift to offload & set tanks into mezzanine.

TANKS:

- **(3) 300 gallon –Double Wall Steel Tanks.**
 - Tank complete with:
 - White Epoxy Paint.
 - 4" primary tank E-vent.
 - 4" secondary containment E-vent.
 - Standard vents.
 - Spill containment boxes with lockable aluminum lid.
 - Stickers/Placards.
 - Take delivery of owner furnished lube oils.
 - Purge lines of air.
 - Perform start up and training of equipment.
 - Furnish and install required signage.

TOTAL PROJECT PRICE: \$ 72,800.00

(Sales Tax Exempt)



Storage Tank, Piping and Pump Construction Specialists

March 23, 2023

Page 2

Please contact me at any time if you require further assistance.

Respectfully,
CROWNE INDUSTRIES, LTD.

Robert Sumoski

Replace Oil Storage Tanks

\$60,000

Original Purchase Date

Unknown



Storage Oil Tanks

Project Description & Justification

The oil storage tanks are used daily for preventative maintenance of the Village fleet. The tanks require replacement as they show signs of deterioration. The current tanks are single wall steel. Public Services staff recommends the purchase of double wall tanks to prevent leaks from occurring. Double wall tanks are industry standard. The oil lines and corresponding nozzles connected to these oil storage tanks will also be replaced when the new tanks are installed.

Project Update

Due to material cost increases related to inflation/COVID as well as moving from single wall to double wall tanks, the estimated cost for this project was increased from \$30,000 to \$60,000.

Project Alternative

The alternative is to delay the project and reschedule the project during later years.



REQUEST FOR BOARD ACTION

Public Services &
Engineering

AGENDA SECTION: Consent Agenda- EPS

SUBJECT: Contract Award – DuPage County Joint Bid - Bulk Rock Salt

MEETING DATE: May 16, 2023

FROM: George Peluso, Director of Public Services

Recommended Motion

Approve DuPage County joint bid purchase of bulk winter deicing salt to Compass Minerals, in the amount of \$46,986.

Background

Annually, the Village cooperatively solicits bids and bulk purchases winter deicing salt with DuPage County and the State of Illinois. Historically, as part of the joint purchase, the Village requests a total of 1400 tons of salt (700 tons per contract). However, in 2023 due to the light winter and resulting surplus of salt from the previous contracts, Public Services reduced the Village's request to 600 tons for this contract. Under the DuPage County contract, the Village is required to purchase a minimum of 80% of its allotment, which is 480 tons. The Village is also able to purchase up to 130% of its allotment (780 tons) at the contract price, if needed. Furthermore, the DuPage County contract allows the Village to purchase up to 150% of our allotment, at a 6% markup per ton, in the event that winter conditions require additional salting.

In April of 2023, DuPage County went out to bid for a new contract for their bulk winter deicing salt program. Compass Minerals provided the low bid at a price of \$78.31 per ton. If the Village orders 100% of its allotted salt, the cost will be \$46,986.

The Village is waiting on the bid award for the State of Illinois salt contract. This contract is typically awarded in October.

Discussion & Recommendation

The 2023 CY Budget (4200-7323) includes a total of \$106,323 for bulk rock salt. To date, the Village has spent a combined \$39,370 on the 2023 bulk rock salt contracts, which is \$66,953 under budget. Public Services needs to order roughly 300 tons of salt to fulfill the Village's 80% quota for the 2022 contracts. This will cost \$23,140, leaving \$43,813 remaining in the 2023 salt budget for fall purchases.

It is important to note that the majority of the salt purchased under both the 2023 DuPage County and the 2023 State of Illinois Bulk Rock Salt Programs will be budgeted for and purchased in the CY 2024 Budget. Although most of the bulk rock salt in these contracts is for next year, the DuPage County contract requires a commitment from the Village at this time in order to secure the Village's place within the program.

Vendor	Total Cost (80%)	Total Cost (100%)
Compass Minerals (DuPage County)	\$37,588.80	\$46,986.00

Budget Impact

Staff is recommending that the Village Board approve the DuPage County joint bid contract to Compass Minerals in the amount of \$46,986. The Public Services Department will monitor salt usage to keep costs as close to the budgeted amount without altering operations.

Village Board and/or Committee Action

Per the Village's approved meeting policy, this award is included on the Consent Agenda because it meets the definition of a routine item. It is included in the approved 2023 budget, is under budget, and is less than \$100,000.

Documents Attached

1. DuPage County – Contract Award Bid Tab



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
BULK ROCK SALT 23-057-DOT
BID TABULATION

✓

				Compass Minerals		Morton Salt		Cargill	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
GROUP 1: FOR DELIVERY TO DUPAGE COUNTY DIVISION OF TRANSPORTATION									
1	BULK ROCK SALT UNIT COST FOR QUANTITIES BETWEEN 80% - 130% OF PROJECTED USAGE	TON	17,000.00	\$ 78.31	\$ 1,331,270.00	\$ 79.10	\$ 1,344,700.00	\$ 91.25	\$ 1,551,250.00
2	BULK ROCK SALT UNIT COST FOR QUANTITIES BETWEEN 131% - 150% OF PROJECTED USAGE	TON	-	\$ 83.31	-	\$ 89.10	-	NO BID	-
GROUP 2A: FOR EARLY DELIVERY TO TOWNSHIPS/MUNICIPALITIES									
3	BULK ROCK SALT	TON	6,000.00	\$ 78.31	\$ 469,860.00	\$ 79.10	\$ 474,600.00	\$ 91.25	\$ 547,500.00
GROUP 2B: FOR STANDARD DELIVERY TO TOWNSHIPS/MUNICIPALITIES									
4	BULK ROCK SALT	TON	55,320.00	\$ 78.31	\$ 4,332,109.20	\$ 79.10	\$ 4,375,812.00	\$ 91.25	\$ 5,047,950.00
5	BULK ROCK SALT UNIT COST FOR QUANTITIES BETWEEN 131% - 150% OF PROJECTED USAGE	TON	-	\$ 83.31	-	\$ 89.10	-	NO BID	-
GRAND TOTAL					\$ 6,133,239.20		\$ 6,195,112.00		\$ 7,146,700.00

NOTES

Bid Opening 5/1/2023 @ 2:30 PM	DW,NE
Invitations Sent	24
Total Vendors Requesting Documents	1
Total Bid Responses	3

REQUEST FOR BOARD ACTION

Public Services & Engineering

AGENDA SECTION: Consent Agenda - EPS

SUBJECT: Reconstruct Woodland Rain Gardens – Semmer Landscape

MEETING DATE: May 16, 2023

FROM: John Finnell, Superintendent of Parks & Forestry

Recommended Motion

Accept a proposal from Semmer Landscape for the Woodland Rain Garden Reconstruction Program in the amount of \$34,700.00.

Background

The Public Services Department maintains 78 rain gardens as part of the Woodlands infrastructure improvements. Originally constructed in 2012, the Woodland Rain Gardens locations were installed to aid in storm water management and pollution reduction. Over the years, a number of these rain gardens have deteriorated to the point where they are no longer as effective at diverting storm water due to issues with hardscape and landscape.

In an effort to improve the functionality and appearance of the rain gardens, Public Services requested funding be included in the CY23 Capital Improvement Plan (CIP) for an annual Woodland Rain Garden Reconstruction Program. The program includes repairing infrastructure damage caused by erosion, settling or other incidents, installing limestone-screening base, adding large decorative stone to support the curb and gutter, rejuvenating current plants and installing new plants. Through the program, Public Services hopes to reconstruct/rejuvenate five to seven (5-7) rain gardens per year. The CY23 CIP has \$50,000 for this program.

Discussion & Recommendation

Public Services sought proposals from landscaping companies for the reconstruction of seven (7) specific rain gardens within the Woodlands. Proposals from three (3) vendors are listed below:

- | | |
|---------------------|-------------|
| • Semmer Landscape | \$34,700.00 |
| • Beary Landscaping | \$43,117.00 |
| • Apex Landscaping | \$48,908.20 |

Semmer Landscape's proposal is for the reconstruction of five (5) rain gardens at a cost of \$34,700.00. Public Services has worked with Semmer Landscape on the Village's landscaping & mowing contract and were satisfied with their services. Staff recommends accepting the proposal from Semmer Landscape.

Budget Impact

Public Services budgeted \$50,000 for the 2023 Woodland Rain Garden Reconstruction Program. Semmer Landscape's proposal of \$34,700.00 is \$15,300.00 under the total budgeted amount of \$50,000.

Additionally, Public Services plans to use the remaining budgeted funds to contract with the Village's current landscaping vendor (Apex Landscaping) to complete two (2) additional rain garden reconstructions. Apex provided the low proposal amount for these two locations.

Village Board and/or Committee Action

Per the Village's approved meeting policy, this award is included on the Consent Agenda because it meets the definition of a routine item. It is included in the approved 2023 budget, is under budget, and is less than \$100,000.

Documents Attached

1. Woodland Rain Garden Reconstruction Program – Bid Tab
2. CIP Page: Reconstruct Woodland Rain Gardens

Semmer Landscape

Rain Garden	Cost	
12 at 7th and McKinley	\$ 8,330.00	\$ 34,700.00
18 at Woodland and McKinley	\$ 9,250.00	
19 at Woodland and Cleveland - North	\$ 7,350.00	
49 at Taft and Harding	\$ 4,995.00	
55 at Woodland and Cleveland - South	\$ 4,775.00	\$ 16,862.00
33 at 7th and Wilson	\$ 7,725.00	
29 at 7th and Taft	\$ 9,137.00	
	\$ 51,562.00	

Beary Landscaping

Rain Garden	Cost	
12 at 7th and McKinley	\$ 8,840.00	\$ 43,117.00
18 at Woodland and McKinley	\$ 8,913.00	
19 at Woodland and Cleveland - North	\$ 14,529.00	
49 at Taft and Harding	\$ 5,369.00	
55 at Woodland and Cleveland - South	\$ 5,466.00	\$ 21,064.00
33 at 7th and Wilson	\$ 12,057.00	
29 at 7th and Taft	\$ 9,007.00	
	\$ 64,181.00	

Apex Landscaping

Rain Garden	Cost	
12 at 7th and McKinley	\$ 14,724.00	\$ 48,908.20
18 at Woodland and McKinley	\$ 10,378.00	
19 at Woodland and Cleveland - North	\$ 12,666.90	
49 at Taft and Harding	\$ 5,886.30	
55 at Woodland and Cleveland - South	\$ 5,253.00	\$ 12,953.32
33 at 7th and Wilson	\$ 6,029.52	
29 at 7th and Taft	\$ 6,923.80	
	\$ 61,861.52	
Budget		
4200-7913 \$50,000 is budgeted for rain garden rebuild		

Roadway Maintenance

2023-2027

Reconstruct Woodland Rain Gardens

\$50,000
Annually

Original Construction Date

2012



Project Description & Justification

Originally constructed in 2012, the Woodland Rain Gardens Phase 1 locations were installed to aid in storm water management and pollution reduction. Over the years, a number of these rain gardens have deteriorated to the point where they are no longer as effective at diverting storm water due to issues with hardscape and landscape. The project includes repairing infrastructure damage caused by erosion, settling or other incidents, installing limestone-screening base, adding large decorative stone to support the curb and gutter, rejuvenating current plants and installing new plants.

The funds requested are to reconstruct roughly seven (7) rain gardens per year at an estimated cost of approximately \$7,000 per garden or \$50,000 per year. Under this program, staff anticipates having all 42 rain gardens in Phase 1 reconstructed within six years.

Project Update

This is a new project.

Project Alternative

The alternative is to delay the project and reschedule the project during later years.

**REQUEST FOR BOARD ACTION**

Police Department

Agenda Section: Second Reading - ZPS**SUBJECT:** Ordinance establishing time zone parking in the lower level village parking deck.**MEETING DATE:** May 16, 2023**FROM:** Brian King, Chief of Police

Recommended Motion

Approve an amendment to Chapter 6 of the Village Code "Limited Parking Zones" creating a six hour time zone in the lower level parking deck with the exception of purple permit holders and amending the Central Business District Time Limit Parking Zone to the north drive of the parking deck.

Background

A recent audit of parking in the lower parking deck determined that the deck was operating at 100% capacity on weekdays between the hours of 10am and 2pm. We also learned that approximately 30 of those spaces are being used by commuters. Those vehicles stayed in the lot from the early morning until the late afternoon and evening hours.

Surveys conducted by the Police Department have shown that peak occupancy of the parking deck occurs between 10am and 2pm on Weekdays. The occupancy rate in the parking deck has steadily increased from April of 2021 to March of this year.

Lower Level Parking Deck Rate of Occupancy

	April 2021	January 2022	March 2023
Weekdays 10am	56%	74%	100%
Weekdays 2pm	70%	81%	100%

Currently, the parking deck has no parking restrictions. This was intentional as upon opening the deck we wanted to provide the most amount of flexibility. Unfortunately, an unintended consequence is that not regulating the deck resulted in commuters parking in the deck for free instead of in one of the paid commuter parking areas. Staff was reluctant to impose restrictions on the deck unless or until there was a capacity issue. We are now at capacity.

Discussion

Staff recommends that the Village move to regulate parking in the lower-level parking deck by implementing a 6-hour parking zone and by allowing unrestricted parking of merchants and their employees by purple permit. Purple permits are the free employee parking option that currently exists. This would be an expansion of the Purple Zones that are currently placed on Hinsdale Avenue and Symonds Drive. Additionally, the outer drive to the north of the parking deck will be converted to a 3-Hour parking zone. It is currently unrestricted. This is intended to free up spaces for retail customers in the Central Business District.

Budget Impact

The cost of installing new signage is estimated at \$300.00

Village Board and/or Committee Action

At their meeting May 2, 2023, the Village Board moved the item forward for a second reading.

Documents Attached

1. Village of Hinsdale Parking Map
2. Amended Ordinance

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS IN TITLE 6 (MOTOR VEHICLES AND TRAFFIC), CHAPTER 6 (STOPPING, STANDING AND PARKING) OF THE VILLAGE CODE OF HINSDALE RELATIVE TO PARKING

WHEREAS, the Village of Hinsdale (the "Village") is a non-home rule municipality, having all of the powers and authority granted to such municipalities pursuant to Article VII, Section 7 of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village staff, having studied parking patterns within the Village over time, and particularly how the pandemic affected parking, has proposed various changes to the parking provisions in the Village Code of Hinsdale ("Village Code"); and

WHEREAS, the President and Board of Trustees, based on staff's recommendations, have determined that it is in the best interests of the Village and its residents and businesses, to further amend the Village Code to make certain parking-related changes, as set forth below.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties and State of Illinois, as follows:

SECTION 1: Recitals. The foregoing recitals are incorporated into Section 1 of this Ordinance by this reference.

SECTION 2: Title 6 (Motor Vehicles and Traffic), Chapter 6 (Stopping, Standing and Parking), Section 15 (Village Parking Lots) of the Village Code of Hinsdale is amended by adding a new Subsection E, which shall read in its entirety as follows:

"E. Hinsdale Middle School Parking Deck. No vehicle shall stand, be stored or parked on the first floor of the Hinsdale Middle School Parking Deck for a period exceeding six (6) hours in any twenty-four (24) hour period, except for purple permit holders."

SECTION 3: Title 6 (Motor Vehicles and Traffic), Chapter 6 (Stopping, Standing and Parking), Section 4 (Limited Parking Zones), of the Hinsdale Village Code, is amended by revising the first sentence of Subsection B.1. to read in its entirety as follows:

"The Central Business District Time Limit Parking Zone shall be regarded as the fifteen (15) striped surface parking spaces immediately to the north of the Hinsdale Middle School Parking Deck and all on-street parking subject to time limitations on the following streets:"

SECTION 4: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

SECTION 5: Effective Date. This Ordinance shall be in full force and effect following its passage, approval, and publication in the manner provided by law.

PASSED this _____ day of _____ 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2023, and attested to by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

Emily Tompkins, Village Clerk

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Christine M. Bruton, Clerk of the Village of Hinsdale, in the Counties of DuPage and Cook, State of Illinois, do hereby certify that the attached and foregoing is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS IN TITLE 6 (MOTOR VEHICLES AND TRAFFIC), CHAPTER 6 (STOPPING, STANDING AND PARKING) OF THE VILLAGE CODE OF HINSDALE RELATIVE TO PARKING

which Ordinance was passed by the Board of Trustees of the Village of Hinsdale at a Regular Village Board Meeting on the ____ day of _____, 2023, at which meeting a quorum was present, and approved by the President of the Village of Hinsdale on the ____ day of _____, 2023.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Hinsdale was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Hinsdale, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

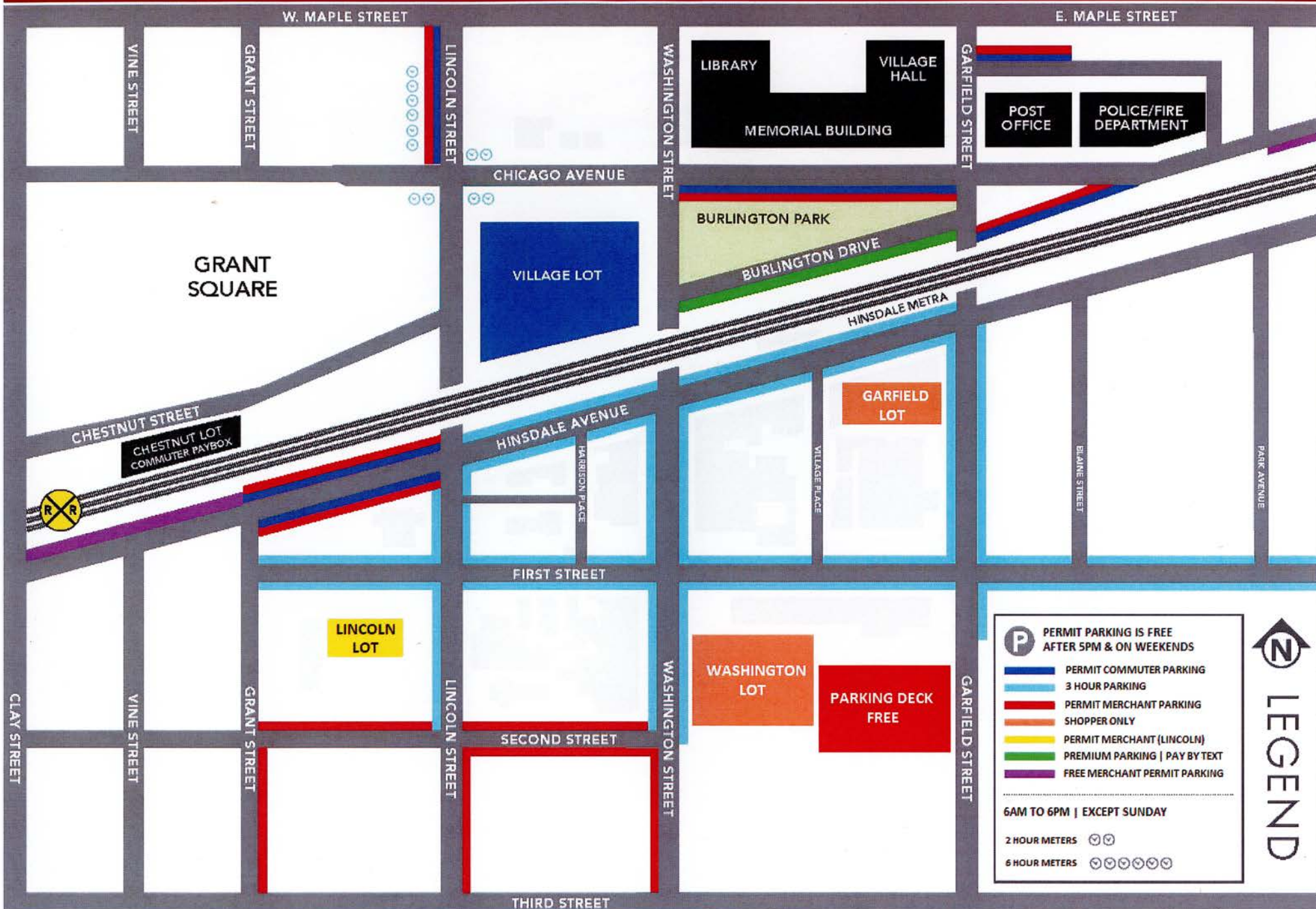
ABSENT: _____

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Hinsdale, this ____ day of _____, 2023.

Village Clerk

[SEAL]





Community Development

AGENDA SECTION: Second Reading – ZPS

SUBJECT: Amend the Village Code and Zoning Ordinance Of Hinsdale, Illinois
Relative to Group Homes

MEETING DATE: May 16, 2023

FROM: Kathleen A. Gargano, Village Manager,
Michael Marrs, Village Attorney

Recommended Motion

Approve an Ordinance amending the Village Code and Zoning Ordinance Of Hinsdale, Illinois Relative to Group Homes.

Background

To settle litigation, the Village Board approved a Consent Decree at its January 31, 2023, Village Board meeting.

Discussion & Recommendation

The Consent Decree requires certain actions be taken by the Village Board related to its policies and procedures. Within 120 days of entry of the Consent Decree, the Village is required to amend the Village Code to clarify that group homes serving persons with disabilities shall be a permitted use in any residential zoning district provided that the number of unrelated residents in the home does not exceed the Village's limit on unrelated residents for persons without a disability as outlined in Section II.7 and 8.

Budget Impact

No Budget Impact.

Village Board and/or Committee Action

The Village Board received a First Reading on April 18, 2023, and agreed to move this item forward for a Second Reading.

Documents Attached

1. Ordinance
2. Consent Decree

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE VILLAGE CODE AND ZONING ORDINANCE OF
HINSDALE, ILLINOIS RELATIVE TO GROUP HOMES**

WHEREAS, the Village of Hinsdale, has entered into a Consent Decree with the United States of America in Case No. 1:2-cv-06959 (the “Consent Decree”). A copy of the Consent Decree is attached hereto as **Exhibit A** and made a part hereof; and

WHEREAS, Section II.7. of the Consent Decree requires the Village to repeal existing Chapter 3-19 of the Hinsdale Village Code, entitled “Group Homes for Persons with Disabilities”; and

WHEREAS, Section II.8. of the Consent Decree requires the Village to amend the Hinsdale Zoning Ordinance (“Zoning Code”) to clarify that group homes serving persons with disabilities shall be a permitted use as of right in any residential district under the Zoning Code, notwithstanding any other provisions or restrictions of the Zoning Code, including, but not limited to, restrictions on “transitional services facilities,” provided that the number of unrelated residents in the home does not exceed the Village’s limit on unrelated residents in a dwelling for persons without disabilities. Section II.8. further notes that nothing in the Consent Decree prohibits the Village from adopting regulations or restrictions on the use of a residential property based on the number of unrelated residents, provided that such a restriction is neutral as to disability and not applied in a discriminatory manner; and

WHEREAS, the Village of Hinsdale seeks to implement Section II.7. and II.8. of the Consent Decree through the Village and Zoning Code text amendments set forth below (the “Proposed Text Amendments”), and has submitted an application for amendments to the Zoning Code relative to same; and

WHEREAS, on May 16, 2023, a public hearing was held on the Proposed Text Amendments before the Board of Trustees of the Village pursuant to notice thereof properly published in The Hinsdalean; and

WHEREAS, the President and Board of Trustees of the Village have duly considered any input received at the Public Hearing, the factors set forth in Section 11-601(E) of the Hinsdale Zoning Code and all of the facts and circumstances affecting the Application, including but not limited to the requirements of the Consent Decree, and have determined that the approval of the Proposed Text Amendments, as set forth below, is in the best interests of the Village and is demanded by and required by the Consent Decree and for the public good.

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

SECTION 1: Each whereas paragraph set forth above is incorporated by reference into this Section 1.

SECTION 2: Title 3 (Business and License Regulations) of the Village Code of Hinsdale is amended by deleting Chapter 19 (Accommodations to Group Homes Serving Persons with Disabilities) in its entirety.

SECTION 3: Section 12-206 (Definitions) of the Zoning Code is amended by adding the following definition in its proper alphabetical location:

Group Home: A single-family detached dwelling, townhouse (single-family attached) dwelling, unit in a two-family dwelling, or unit in a multiple-family dwelling, occupied by a group living as a single household consisting of unrelated individuals not in excess of the Village's definition of family, who are disabled as defined by the Americans with Disabilities Act. Group homes as defined herein may, notwithstanding any other provisions of this Code, occupy as of right a dwelling in any residential district within the Village where the applicable type of dwelling in which they reside is a permitted use.

SECTION 4: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 5: Each section, paragraph, clause and provision of this Ordinance is separable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 6: Except as to the Code provisions set forth above in this Ordinance, all chapters and sections of the Village Code of the Village of Hinsdale, as amended, shall remain in full force and effect.

SECTION 7: This Ordinance shall be in full force and effect from and after its adoption, approval, and publication in pamphlet form as provided by law.

ADOPTED this _____ day of _____, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2023, and attested to by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

Emily Tompkins, Village Clerk

This Ordinance was published by me in pamphlet form on the _____ day of _____, 2023.

Emily Tompkins, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CLERK'S CERTIFICATE

I, Emily Tompkins, Clerk of the Village of Hinsdale, in the Counties of Cook and DuPage and State of Illinois, do hereby certify that the attached and foregoing is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE VILLAGE CODE AND ZONING ORDINANCE OF HINSDALE, ILLINOIS RELATIVE TO GROUP HOMES

which Ordinance was passed by the Board of Trustees of the Village of Hinsdale at a Regular Village Board Meeting on the ____ day of _____, 2023, at which meeting a quorum was present, and approved by the President of the Village of Hinsdale on the ____ day of _____, 2023.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Hinsdale was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Hinsdale, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Hinsdale, this ____ day of _____, 2023.

Emily Tompkins, Village Clerk

[SEAL]

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

TRINITY SOBER LIVING, LLC,)	
)	
Plaintiff,)	
	)	Case No. 1:19-cv-7321
v.)	
	)	Judge Robert W. Gettleman
VILLAGE OF HINSDALE, ILLINOIS,	)	Magistrate Judge Jeffrey Cole
)	
Defendant.)	
	)	CONSOLIDATED WITH:
)	
UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
	)	Case No. 1:20-cv-06959
v.)	
	)	Judge Robert W. Gettleman
VILLAGE OF HINSDALE, ILLINOIS,	)	Magistrate Judge Jeffrey Cole
)	
Defendant.)	

CONSENT DECREE

1. In these consolidated cases,¹ Plaintiffs the United States of America (“United States”) and Trinity Sober Living LLC (“Trinity”) allege that Defendant the Village of Hinsdale (“Village” or “Hinsdale”) discriminated on the basis of disability in violation of the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (“FHA”), 42 U.S.C. §§ 3601-3631. Trinity has also raised claims under Title II of the Americans with Disabilities Act, 42 U.S.C. § 12132.

2. In its Complaint, the United States alleges that the Village engaged in a pattern or practice of discrimination on the basis of disability, and/or denied rights to a group of

¹ All case citations are to No. 1:19-cv-7321 unless otherwise noted.

persons, in violation of the FHA, 42 U.S.C. § 3614(a), by: 1) preventing the operation of group homes for persons with disabilities of three or fewer persons as “commercial” uses prohibited in single-family residential districts; 2) refusing to consider a reasonable accommodation request by Trinity to operate a sober living home at 111 North Grant Street because the proposed residents were persons in recovery from addiction; and 3) denying Trinity a reasonable accommodation to operate a sober living home with up to ten residents in recovery from addiction and a house manager. As alleged in the United States’ Complaint, these actions violated the FHA by denying or otherwise making dwellings unavailable because of disability, 42 U.S.C. § 3604(f)(1); discriminating in the terms, conditions, or privileges of housing, or in the provision of services or facilities in connection with housing, because of disability, 42 U.S.C. § 3604(f)(2); and by failing or refusing to make a reasonable accommodation in rules, policies, practices, or services, when such accommodation may have been necessary to afford persons with disabilities an equal opportunity to use and enjoy a dwelling, 42 U.S.C. § 3604(f)(3)(B).

3. The Village denies that it violated the FHA, ADA, Rehabilitation Act, or any other federal, state, or local law or ordinance in connection with its dealings with Trinity, and further denies that any provision of its zoning ordinance discriminates against persons with disabilities. By executing this Consent Decree, the Village does not admit that it discriminated against Trinity, or persons with disabilities, and expressly denies any liability. Nothing herein shall be construed in any manner as an admission of guilt, liability, or wrongdoing.

4. The United States, Trinity and the Village have voluntarily agreed to resolve the United States’ and Trinity’s claims against the Village without any admission of liability by entering into this Consent Decree, as indicated by the signatures below.

5. This Decree binds all parties to the full and final resolution that is described herein of all actual and potential interests, allegations, defenses, claims, counterclaims, and relating to the subject matter of the disputes that have been raised or could have been raised under the FHA and the ADA.

Therefore, it is hereby ORDERED, ADJUDGED, AND DECREED as follows:

I. GENERAL NON-DISCRIMINATION PROVISIONS

6. The Village, its agents, employees, successors, and all persons in active concert or participation with it, shall not:

- a. Discriminate in the sale or rental, or otherwise make unavailable or deny, a dwelling to any person because of a disability;
- b. Discriminate in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, on the basis of disability;
- c. Adopt, maintain, enforce, or implement any zoning or land use laws, regulations, policies, procedures or practices that discriminate on the basis of disability in violation of the FHA and the ADA;
- d. Implement or administer any zoning laws, regulations, policies, procedures or practices in such a manner as to discriminate on the basis of disability in violation of the FHA and the ADA;
- e. Refuse to make reasonable accommodations when requested in the application of rules, policies, practices, or services when such accommodations may be necessary to afford a person or persons with disabilities an equal opportunity to use and enjoy a dwelling;

f. Coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by the FHA and the ADA.

II. SPECIFIC INJUNCTIVE RELIEF

7. The Village shall immediately cease to enforce and, within 120 days of the entry of this Decree, repeal Sections 3-19-1 to 3-19-5 of the Hinsdale Business and Licensing Code, entitled "Group Homes for Persons with Disabilities."

8. Within 120 days of the entry of this Decree, the Village shall amend its Zoning Code to clarify that group homes serving persons with disabilities shall be a permitted use as of right in any residential district under the Hinsdale Zoning Code, notwithstanding any other provisions or restrictions of the Zoning Code including, but not limited to, restrictions on "transitional services facilities," provided that the number of unrelated residents in the home does not exceed the Village's limit on unrelated residents in a dwelling for persons without disabilities. The Village shall submit this proposed amendment to the United States for approval within 60 days of entry of this Decree. Nothing herein shall prohibit the Village from adopting regulations or restrictions on the use of a residential property based on the number of unrelated residents, provided that such a restriction is neutral as to disability and not applied in a discriminatory manner.

9. The Village shall adopt a written policy that will provide a process by which a person, agency, or entity may request reasonable accommodations or modifications on the basis of disability from the Village's Zoning Code and/or other code requirements governing housing

or land use. Such policy shall be in substantially the same form as that contained in Attachment A, shall comply with the FHA and the ADA, and shall include the following provisions:

- a. A description of where and how the Village will accept and process requests for accommodation or modification in their rules, policies, practices, or in the provision of its services;
- b. The Village shall provide written notification of the Village's approval, approval with alterations or conditions, or denial of a reasonable accommodation or modification request to those requesting a reasonable accommodation or modification within forty-five (45) days of the receipt of the request;
- c. If the Village denies a request for reasonable accommodation or modification, it shall include an explanation of the basis for such denial in the written notification;
- d. The Village shall maintain records of all requests for reasonable accommodation or modification and the Village's responses thereto for a period of at least four years;
- e. The Village shall not charge a fee for requesting a reasonable accommodation or modification, provided however, that the Village may charge otherwise applicable fees that are not related to the accommodation request (e.g., building permit fees) to an individual who is seeking a reasonable accommodation;
- f. The Village shall not retaliate against any person who has exercised his or her right under the FHA or ADA to make one or more reasonable accommodation or modification requests;
- g. The request for or denial of a reasonable accommodation shall not operate,

and shall not be argued or construed by the Village to operate, to bar, estop, or otherwise limit in any way the right or ability of the person or entity making the request to challenge the denial of the requested accommodation in court under the FHA, ADA, or any other applicable federal, state or local laws; and

h. Once a reasonable accommodation has been requested, the Village shall not initiate legal action against any person or entity for alleged violations of any zoning or code provision or requirement for which the reasonable accommodation or modification is being sought until completion of the process described above and in Attachment A. Nothing herein shall prevent the Village from requiring, and enforcing through a court action for injunctive relief, if necessary, that, during the time period in which a request for a reasonable accommodation is pending, a group home for persons with disabilities be limited to the number of unrelated residents permitted to occupy a dwelling under the Village's zoning code.

10. The Village shall post a copy of its adopted reasonable accommodation policy on the "Government" page of its website and shall additionally make copies of this policy available to members of the public upon request.

III. COMPLIANCE OFFICER

11. Within thirty (30) days after the entry of this Decree, the Village shall designate an individual as the Fair Housing Compliance Officer ("FHCO"). The FHCO shall have the responsibility to receive complaints of alleged housing discrimination and disability discrimination against the Village, serve as a resource to the Village and its officers, elected and appointed officials, employees, and agents on fair housing and disability rights, and coordinate the Village's compliance with this Decree.

12. The FHCO shall be designated to receive and review all complaints of housing discrimination and disability discrimination made against the Village or any officer, elected or appointed official, employee, or agent of the Village.

13. Within thirty (30) days of receiving a complaint of housing discrimination or disability discrimination, the FHCO shall provide counsel for the United States² with a copy of the complaint, any documents filed with the complaint, and any written response to the complaint by the Village, and shall inform counsel for the United States whether the complaint has been resolved. If the complaint has not been resolved, the FHCO shall inform counsel for the United States of any efforts the Village undertook or plans to undertake to resolve the complaint.

14. The FHCO shall maintain copies of this Decree, the HUD Complaint form and HUD pamphlet entitled "Are you a victim of housing discrimination?" (HUD official forms 903 and 903.1, respectively) and make these materials freely available to anyone, upon request, without charge, including all persons making fair housing complaints to the FHCO.

15. During the term of this Decree, the FHCO shall report to the Village every six months on activities taken in compliance with this Decree.

IV. FAIR HOUSING TRAINING

16. Within ninety (90) days after entry of this Decree, the Village shall provide a one-time live training(s) on the requirements of the Decree, the FHA (in particular, those provisions

² All correspondence required to be sent to the United States under the provisions of this Order shall be sent to: Chief, Housing and Civil Enforcement Section, Civil Rights Division, U.S. Department of Justice, Attn: DJ 175-23-838, at the following address:

Regular U.S. Mail: 950 Pennsylvania Avenue, NW – NWB
Washington, D.C. 20530

Overnight Mail: 150 M Street, NE, Room 8.1106
Washington, D.C. 20006

that relate to disability discrimination), and the ADA (in particular, the ADA's application to zoning). The training(s) shall be provided to all Village employees who have duties related to the planning, zoning, permitting construction, or occupancy of residential housing for persons with disabilities. The training(s) should be conducted in accordance with the following:

a. The training(s) shall be conducted by a qualified third party or parties, subject to the approval of the United States, which shall not be unreasonably withheld. The trainer(s) shall not be connected to the Village or their officers, elected or appointed officials, employees, agents, or counsel. No fewer than thirty (30) days before the date of each training under this paragraph, the Village shall submit to counsel for the United States the name of the person(s) or organization(s) proposed to provide the training, together with copies of the professional qualifications of such person(s) or organization(s) and copies of all materials to be used in the training.

b. Any expenses associated with the training(s) shall be borne by the Village.

c. The training(s) shall be video recorded and the Village shall maintain copies of the written materials provided for each training. Each newly hired individual covered by this paragraph shall first receive training within thirty (30) days after the date he or she enters office or commences service or employment, by viewing a video recording of the most recent live training and receiving copies of any written materials provided for that training.

d. The Village shall provide a copy of this Decree to each person required to receive the training(s).

e. The Village shall require each trainee to execute a certification confirming: i) his or her attendance; ii) the date of the training; and iii) his or her receipt

and comprehension of the Decree. The Certification of Training and Receipt of Consent Decree appears at Attachment B to this Decree. All trainees shall complete the certifications at the conclusion of each training session.

17. Within ninety (90) days after the entry of this Decree, the Village shall hold a one-time, live training on the requirements of the FHA (in particular, those provisions that relate to disability discrimination) for the Village President and Board of Trustees in compliance with the Illinois Open Meetings Act, 5 Ill. Comp. Stat. § 120 *et seq.* The trainer(s) for the live presentation shall not be connected to the Village or its employees, officials, agents, or counsel. Trainer(s) and training must be approved by the United States, which approval will not be unreasonably withheld. The Village shall pay any and all expenses associated with training. Each member of the Board of Trustees shall execute the certification that appears at Attachment B to this Decree upon completion of the training. This training may be conducted in connection with the training for Village employees described in Paragraph 16 above.

VI. REPORTING AND RECORD KEEPING

18. Within one hundred twenty (120) days after entry of this Decree, the Village shall submit all executed copies of the Certification of Training and Receipt of Consent Decree (Attachment B).

19. The Village shall prepare compliance reports for the term of this Decree detailing all actions they have taken to fulfill their obligations under this Decree since the last compliance report. The Village shall submit their first report to the United States within six (6) months after entry of the Decree, and subsequent reports every twelve (12) months thereafter for the duration of the Decree, except that the final report shall be delivered to the United States not less than sixty (60) days prior to the expiration of this Decree. The Village shall include in the compliance

reports, at a minimum, the following information:

a. A summary of each zoning or land-use request or application related to group homes for persons with disabilities on which the Village has made a determination, indicating: i) the date of the application; ii) the applicant's name; iii) the applicant's current street address; iv) the street address of the subject property or proposed housing; v) the Village's decision(s) regarding the matter, including any decision on appeal; vi) the reasons for each decision, including a summary of the facts upon which the Village relied; and vii) complete copies of any minutes or recordings from all meetings or hearings discussing the zoning request or application;

b. Copies of any Certifications of Training and Receipt of Consent Decree (Attachment B) described above that are signed after the preceding compliance report was issued;

c. Copies of any materials that have been previously submitted to counsel for the United States under this Decree if such materials have been substantially altered or amended since they were last submitted to counsel for the United States;

d. Any complaints of housing discrimination or disability discrimination by the Village, either received by the FHCO or by another Village employee or official, including a copy of the complaint, any documents submitted with the complaint, and any written response by the Village. If the complaint has not been resolved, the Village shall report any efforts the Village undertook to resolve the complaint.

20. For the duration of this Decree, the Village shall retain all records relating to compliance with any provision of this Decree. Counsel for the United States shall have the opportunity to inspect and copy any such records after giving reasonable advance notice to

counsel for the Village, subject to the Village's current records retention policy.

VII. MONETARY DAMAGES AND FEES TO TRINITY SOBER LIVING

21. Within thirty (30) days of entry of this Decree, the Village shall pay a total of SEVEN HUNDRED NINETY THOUSAND DOLLARS (\$790,000) in full satisfaction of all claims by Trinity for monetary damages, attorneys' fees and costs. The payment shall be made in the form of an electronic fund transfer pursuant to written instructions to be provided by Trinity, with proof of payment sent to the United States.

VIII. CIVIL PENALTY

22. Within thirty (30) days of entry of this Decree, the Village shall pay a total of TEN THOUSAND DOLLARS (\$10,000) to the United States Treasury as a civil penalty under 42 U.S.C. § 3614(d)(1)(C) and 28 C.F.R. § 85.5 to vindicate the public interest. The payment shall be in the form of an electronic fund transfer pursuant to written instructions to be provided by the United States.

23. In the event that the Village, its agents, or its employees engage in any future violation(s) of the FHA, such violation(s) shall constitute a "subsequent violation" pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii).

IX. JURISDICTION AND SCOPE

24. The parties stipulate and the Court finds that the Court has personal jurisdiction over the Village for purposes of this civil action, and subject matter jurisdiction over the United States' claims in this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 3614(a) and 3614(b)(1).

25. This Decree shall remain in effect for a period of four (4) years after its entry. The Court shall retain jurisdiction over the action for the duration of the Decree for the purpose

of enforcing its provisions and terms. The United States may move the Court to extend the duration of the Decree in the interest of justice.

26. Any time limits for performance imposed by this Decree may be extended or shortened by mutual written agreement of the parties, which shall not be unreasonably withheld. The other provisions of this Decree may be modified by written agreement of the parties or by motion to the Court. If the modification of a provision other than a time limit for performance is made by written agreement of the parties, then such modification will be effective upon filing of the written agreement with the Court and remain in effect for the duration of the Decree or until such time as the Court indicates through written order that it has not approved the modification.

X. ENFORCEMENT

27. The parties shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Decree prior to bringing such matters to the Court for resolution. However, in the event of a failure by the Village to perform in a timely manner any act required by this Decree, or otherwise to act in conformance with any provision thereof, the United States and/or Trinity may move this Court to impose any remedy authorized by law or equity, including, but not limited to, findings of contempt, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and/or reasonable attorneys' fees that may have been occasioned by the violation or failure to perform.

XI. COSTS AND FEES

28. Except as stated above, the parties will bear their own costs and fees associated with this litigation.

XII. TERMINATION OF LITIGATION HOLD

29. The parties agree that, as of the date of entry of this Decree, litigation is not “reasonably foreseeable” concerning the matters described above. To the extent that the parties implemented a litigation hold to preserve documents, electronically stored information (ESI), or things related to the matters described above, the party is no longer required to maintain such litigation hold. Nothing in this paragraph relieves any party of any other obligations imposed by this Decree.

IT IS SO ORDERED.

This ____ day of _____, 2023.

THE HONORABLE ROBERT W. GETTLEMAN
UNITED STATES DISTRICT JUDGE

By their signatures below, the parties consent to the entry of this Consent Decree.

For Plaintiff United States of America:

JOHN R. LAUSCH JR.
United States Attorney
Northern District of Illinois

KRISTEN CLARKE
Assistant Attorney General
Civil Rights Division

PATRICK JOHNSON
KATHLEEN FLANNERY
Assistant United States Attorneys
United States Attorney's Office
Northern District of Illinois
219 S. Dearborn St., Fifth Floor
Chicago, IL 60604
Tel: (312) 353-5327
Kathleen.Flannery@usdoj.gov
Patrick.Johnson2@usdoj.gov

SAMEENA SHINA MAJEED
Chief
TIMOTHY MORAN
Deputy Chief
MAX LAPERTOSA
Attorney
United States Department of Justice
Housing and Civil Enforcement Section
Civil Rights Division
950 Pennsylvania Ave. NW – 4CON
Washington, DC 20530
Tel: (202) 305-1077
Fax: (202) 514-1116
Max.Lapertosa@usdoj.gov

Counsel for Plaintiff
United States of America

For Plaintiff Trinity Sober Living LLC:



Bradley K. Staubus
Esposito & Staubus LLP
7055 Veterans Blvd., Unit B
Burr Ridge, IL 60527
Tel: (630) 323-5310
bks@eslaw500.com



Sarah Jane Hunt
Kennedy Hunt P.C.
4500 W. Pine Blvd. St. Louis, MO 63108
Tel: (314) 872-9041
sarahjane@kennedyhuntlaw.com

Counsel for Plaintiff

Trinity Sober Living, LLC



MICHAEL OWENS, MANAGER
TRINITY SOBER LIVING LLC

For Defendant Village of Hinsdale:



THOMAS CAULEY
VILLAGE PRESIDENT



KURT MATHAS
ROSS CORBETT
KATHERINE KYMAN
WINSTON & STRAWN LLP
35 W. Wacker Drive
Chicago, IL 60601
Tel: (312) 558-8329
kmathas@winston.com
rcorbett@winston.com
kkyman@winston.com

Attorneys for Defendant
Village of Hinsdale

ATTACHMENT A

Reasonable Accommodation Policy

I. Introduction

It is the policy of the Village of Hinsdale, Illinois, pursuant to the Fair Housing Amendments Act of 1988, the Americans with Disabilities Act, and applicable state laws, to provide individuals with disabilities reasonable accommodations (including modifications or exceptions) to the Village's zoning, land use, and other regulations, codes, rules, policies and practices in order to ensure equal access to housing and to facilitate the development of housing for individuals with disabilities. This includes waiving certain requirements when necessary to eliminate barriers to housing opportunities and to ensure a person with a disability has an equal opportunity to use and enjoy a dwelling.

This Policy provides a procedure for making requests for accommodations in land use, zoning, building regulations and other regulations, policies, practices, and procedures of the jurisdiction to comply fully with the intent and purpose of applicable laws, including federal laws, in making a reasonable accommodation. Nothing in this Policy shall require persons with disabilities or operators of homes for persons with disabilities who are already acting or operating in accordance with applicable zoning or land use laws or practices to seek a reasonable accommodation.

II. Publication of Policy

The Village shall display a notice consistent with the display of other notices at the Community Development Department advising those with disabilities or their representatives that they may request a reasonable accommodation in accordance with the procedures established in this Policy. A copy of the notice shall be available upon request and shall also be posted on the Government page of the Village's website.

III. Definitions

As used in this Policy, "person with a disability" has the meaning set forth in the federal Fair Housing Act and the Americans with Disabilities Act and is an individual who has a physical or mental impairment that limits one or more of the major life activities of such individual, is regarded as having such impairment, or has a record of such impairment.

As used in this Policy, "reasonable accommodation" means the act of making a dwelling unit or housing facility(ies) readily accessible to and usable by a person with disabilities, through the removal of constraints in the Village's land use, zoning, code, permit and processing procedures. A reasonable accommodation controls over a conflicting Village regulation or requirement.

IV. Requesting an Accommodation

An application for an accommodation may be made by any person(s) with a disability, his or her representative, a developer or provider of housing for persons with disabilities, or an agency, organization, or entity that provides residential services to persons with disabilities. A request for accommodation may be submitted at any time the accommodation may be necessary to afford the person with a disability equal opportunity to use and enjoy the dwelling. A written acknowledgement of the request shall be sent to the applicant by the Village within ten (10) days of receipt.

Requests for an accommodation may include a modification or exception to the rules, standards and practices for the siting, development, code enforcement, and use of housing or housing-related facilities that would eliminate regulatory barriers and provide a person with a disability equal opportunity to a dwelling of his or her choice.

An individual requesting an accommodation shall direct the request to the Director of the Community Development Department. The request may be made orally, in which case it shall be transcribed by the Village into writing if requested by the applicant, or by the applicant in writing. The individual shall submit an application for a reasonable accommodation using an appropriate Village form, to be provided by the Village. The Village shall assist the applicant with furnishing all information maintained by the Village with respect to an accommodation. The applicant shall provide the following:

1. Name and address of the person or entity requesting accommodation. If the applicant is applying on behalf of a person with a disability, the name and address of the person with a disability shall also be provided. The accommodation need not be on behalf of a specific person with a disability, as long as the person requesting the accommodation verifies that the housing is intended for the use of persons with disabilities.
2. Address of the property for which the accommodation is requested.
3. Indication of whether that the applicant is (a) a person with a disability, (b) applying on behalf of a person with a disability, (c) a developer or provider of housing for one or more person(s) with a disability, or (d) a provider of residential services for a person with a disability.
4. Description of the disability at issue, the requested accommodation, and the specific regulation(s), policy, practice or procedure for which the accommodation is sought. In the event that the specific individuals who are expected to reside at the property are not known to a provider in advance of making the application, the provider shall not be precluded from filing the application, but shall submit details describing the range of disabilities that prospective residents are expected to have to qualify for the housing.

5. Description of whether the specific accommodation requested by the applicant is necessary for the person(s) with the disability to use and enjoy the dwelling, or is necessary to make the provision of housing for persons with disabilities financially or practically feasible.

Any personal information regarding disability status identified by an applicant as confidential shall be retained in a manner so as to respect the privacy rights of the applicant and/or person with a disability and shall not be made available for public inspection unless required by the Illinois Freedom of Information Act. Any information received regarding the disability status identified, including but not limited to medical records, will be returned to the applicant within ten (10) days of the decision by the Village, subject to the Village's obligations to retain the records pursuant to the Local Records Act, 50 ILCS 205/1 *et seq.* The Applicant need provide only the information necessary for the Village to evaluate the reasonable accommodation request.

If the person with the disability needs assistance to make a request for accommodation, the Village will provide assistance, including, but not limited to, transcribing a verbal request into a written request. The applicant shall sign or indicate in writing that the transcription is accurate.

A fee shall not be required for an application for an accommodation.

V. Review of Reasonable Accommodation Request

The Village Manager shall issue a written decision on a request for accommodation within forty-five (45) calendar days of the date of the application. The Village Manager may either grant, grant with alterations or conditions, or deny a request for an accommodation in accordance with the required findings set forth below.

If necessary to reach a determination on the request for accommodation, the Village Manager may request further information from the applicant consistent with applicable laws, specifying in detail the additional information that is required. In most cases, an individual's medical records or detailed information about the nature of a person's disability is not necessary for this inquiry. (*See Joint Statement of The Department of Housing & Urban Development & The Department of Justice: Reasonable Accommodations Under the Fair Housing Act #18.*) Any personal information related to the disability status identified by the applicant as confidential shall be retained in a manner so as to protect the privacy rights of the applicant and shall not be made available for public inspection unless required by the Illinois Freedom of Information Act. Any information received regarding the disability status identified, including but not limited to medical records, will be returned to the applicant within ten (10) days of the decision of the Community Development Director (or, in the event of an appeal, within ten (10) days of the decision of the Village Manager or his or her designee). If a request for additional information is made, the running of the forty-five (45) calendar day period to issue a decision is stayed until the applicant responds to the request.

The written decision to grant, grant with alterations or conditions, or deny a request for accommodation shall be limited to the following factors:

1. Whether the housing that is the subject of the request for accommodation will be used by a person with a disability as defined by the FHA or ADA.
2. Whether the requested accommodation is necessary to make a dwelling available to a person with disabilities protected under the applicable laws.
3. Whether the requested accommodation would pose an undue financial or administrative burden on the Village. The determination of undue financial and administrative burden will be done on a case-by-case basis. A finding of "undue financial or administrative burden" shall not be based on whether the requested accommodation would provide a preference or permit the housing in question to not comply with otherwise-applicable laws, ordinances, rules, codes, policies or practices that others must obey.
4. Whether the requested accommodation would require a fundamental alteration in the nature of a Village program or law, including but not limited to zoning and land use. A finding of "fundamental alteration" shall not be based on whether the requested accommodation would provide a preference or permit the housing in question to not comply with otherwise-applicable laws, ordinances, rules, codes, policies or practices that others must obey.

In making findings, the Village Manager may grant reasonable accommodations with alterations or conditions if the Village Manager determines that the applicant's initial request would impose an undue financial or administrative burden on the Village, or fundamentally alter a Village program or law. The alterations or conditions shall provide an equivalent level of benefit to the applicant with respect to (a) enabling the person(s) with a disability to use and enjoy the dwelling, and (b) making the provision of housing for person(s) with a disability financially or practically feasible.

The written decision of the Village Manager on an application for an accommodation shall explain in detail the basis of the decision, including the Village Manager's findings on the criteria set forth below. All written decisions shall give notice of the applicant's right to appeal and to request assistance in the appeal process as set forth in this Policy. The notice of the decision shall be sent to the applicant by certified mail and electronic mail, if the applicant's electronic mail address is known to the Village.

Nothing herein shall prohibit the applicant, or persons on whose behalf a specific application was filed, from reapplying for an accommodation based on additional grounds or changed circumstances.

If the Village Manager fails to render a written decision on the request for accommodation within forty-five (45) days, the accommodation request shall be deemed granted.

VI. Appeal

An applicant, or a person on whose behalf an application was filed, may appeal the written decision to deny or grant an accommodation with alterations or conditions or a denial of the accommodation to the Board of Trustees of the Village (the "Board") no later than thirty (30) calendar days from the date the decision is mailed or e-mailed. An appeal may be sent to the Village by email at [insert email address] or by mail or hand delivery to the following address:

**Village Board of Trustees
Village of Hinsdale
ATTN: Reasonable Accommodation Appeals
19 Chicago Ave.
Hinsdale, IL 60521**

An appeal must be in writing (or reduced to writing as provided below) and include grounds for appeal. Any personal information related to the disability status identified by the applicant as confidential shall be retained in a manner so as to protect the privacy rights of the applicant and shall not be made available for public inspection unless required by the Illinois Freedom of Information Act. Any information received regarding the disability status identified, including but not limited to medical records, will be returned to the applicant within ten (10) days of the decision by the Village.

If an applicant needs assistance appealing a written decision, the Village will provide assistance transcribing a verbal request into a written appeal to ensure that the appeals process is accessible. The applicant shall sign or indicate in writing that the transcription is accurate.

An applicant shall not be required to pay a fee to appeal a written decision.

An appeal will be decided by the Board. In considering an appeal, the Board shall consider (a) the application requesting the accommodation, (b) the Village Manager's decision, (c) the applicant's written statement of the grounds of the appeal, and (d) the provisions of this Policy, in order to determine whether the Village Manager's decision was consistent with applicable fair housing laws and the required findings in this Policy.

If a written decision on the appeal is not rendered within thirty (30) calendar days from the date the appeal is received, the requested accommodation shall be deemed granted.

The decision of the Board shall constitute the Village's final determination on the request for reasonable accommodation.

VII. Other provisions

A request for accommodation shall stay any and all proceedings in furtherance of the enforcement of any requirement that is the subject of the request. An accommodation request does not affect an applicant's obligation to comply with other applicable regulations not at issue in the requested accommodation.

The Village shall retain, for the duration of the accommodation and at least three (3) years thereafter, written records of each request and all related records, including the Village's responses and decisions.

The person or entity requesting an accommodation may file an action at any time in court to challenge the Village's denial of a reasonable accommodation under the Fair Housing Act, the Americans with Disabilities Act and/or any other applicable federal, state, or local law. Such persons or entities shall not, solely by virtue of having requested an accommodation under this Policy, be barred, estopped or otherwise limited in bringing an action in court against the Village to challenge the denial of a reasonable accommodation.

ATTACHMENT B

Certification of Training and Receipt of Consent Decree

On _____, I attended training on the Fair Housing Act. I have had all of my questions concerning these topics answered to my satisfaction.

I also have been given and I have read copies of the Consent Decree entered in *Trinity Sober Living v. Village of Hinsdale*, No. 1:19-cv-7321 (N.D. Ill.). I understand my legal responsibilities and will comply with those responsibilities.

Signature

Print Name

Position with Village of Hinsdale

Business Address

Business Address Continued

Business Telephone Number

Date



Community Development

AGENDA SECTION: Second Reading – ZPS (Waive First Reading)
SUBJECT: Reasonable Accommodation Policy
MEETING DATE: May 16, 2023
FROM: Kathleen A. Gargano, Village Manager

Recommended Motion

Approve a revised Reasonable Accommodation Policy.

Background

To settle litigation, the Village Board approved a Consent Decree at its January 31, 2023, Village Board meeting.

Discussion & Recommendation

The Consent Decree requires certain actions to be taken by the Village Board related to its policies and procedures. As part of adopting the Ordinance amending the Village Code and Zoning Ordinance of Hinsdale, Illinois Relative to Group Homes, the Village also must approve and adopt a Reasonable Accommodation Policy. The Policy must be substantially in compliance with Attachment A of the Consent Decree attached.

Budget Impact

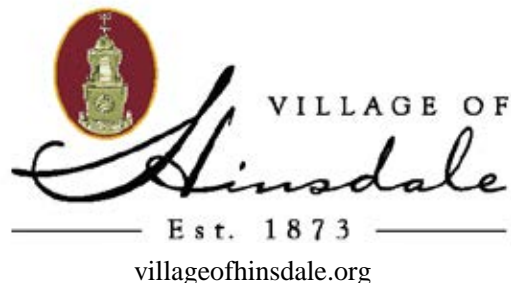
No Budget Impact.

Village Board and/or Committee Action

The Village Board approved the provisions of the Consent Decree at its January 31, 2023 Village Board meeting.

Documents Attached

1. Reasonable Accommodation Policy
2. Consent Decree



Reasonable Accommodation Policy (2.21.23)

I. Introduction

It is the policy of the Village of Hinsdale, Illinois, pursuant to the Fair Housing Amendments Act of 1988, the Americans with Disabilities Act, and applicable state laws, to provide individuals with disabilities reasonable accommodations (including modifications or exceptions) to the Village's zoning, land use, and other regulations, codes, rules, policies and practices in order to ensure equal access to housing and to facilitate the development of housing for individuals with disabilities. This includes waiving certain requirements when necessary to eliminate barriers to housing opportunities and to ensure a person with a disability has an equal opportunity to use and enjoy a dwelling.

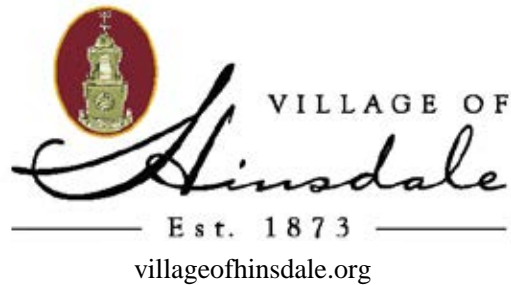
This Policy provides a procedure for making requests for accommodations in land use, zoning, building regulations and other regulations, policies, practices, and procedures of the jurisdiction to comply fully with the intent and purpose of applicable laws, including federal laws, in making a reasonable accommodation. Nothing in this Policy shall require persons with disabilities or operators of homes for persons with disabilities who are already acting or operating in accordance with applicable zoning or land use laws or practices to seek a reasonable accommodation.

II. Publication of Policy

The Village shall display a notice consistent with the display of other notices at the Community Development Department advising those with disabilities or their representatives that they may request a reasonable accommodation in accordance with the procedures established in this Policy. A copy of the notice shall be available upon request and shall also be posted on the Government page of the Village's website.

III. Definitions

As used in this Policy, "person with a disability" has the meaning set forth in the federal Fair Housing Act and the Americans with Disabilities Act and is an individual who has a physical or mental impairment that limits one or more of the major life activities of such individual, is regarded as having such impairment, or



has a record of such impairment.

As used in this Policy, "reasonable accommodation" means the act of making a dwelling unit or housing facility(ies) readily accessible to and usable by a person with disabilities, through the removal of constraints in the Village's land use, zoning, code, permit and processing procedures. A reasonable accommodation controls over a conflicting Village regulation or requirement.

IV. Requesting an Accommodation

An application for an accommodation may be made by any person(s) with a disability, his or her representative, a developer or provider of housing for persons with disabilities, or an agency, organization, or entity that provides residential services to persons with disabilities. A request for accommodation may be submitted at any time the accommodation may be necessary to afford the person with a disability equal opportunity to use and enjoy the dwelling. A written acknowledgement of the request shall be sent to the applicant by the Village within ten (10) days of receipt.

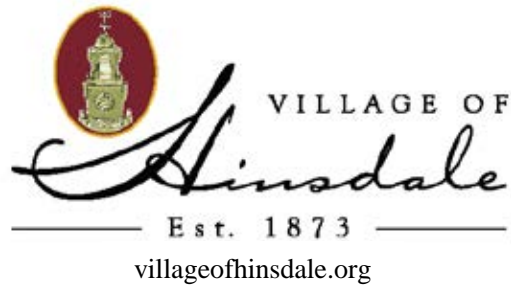
Requests for an accommodation may include a modification or exception to the rules, standards and practices for the siting, development, code enforcement, and use of housing or housing-related facilities that would eliminate regulatory barriers and provide a person with a disability equal opportunity to a dwelling of his or her choice.

An individual requesting an accommodation shall direct the request to the Director of the Community Development Department. The request may be made orally, in which case it shall be transcribed by the Village into writing if requested by the applicant, or by the applicant in writing. The individual shall submit an application for a reasonable accommodation using an appropriate Village form, to be provided by the Village. The Village shall assist the applicant with furnishing all information maintained by the Village with respect to an accommodation.

The applicant shall provide the following:

1. Name and address of the person or entity requesting accommodation. If the applicant is applying on behalf of a person with a disability, the name and address of the person with a disability shall also be provided. The accommodation need not be on behalf of a specific person with a disability, as long as the person requesting the accommodation verifies that the housing is intended for the use of persons with disabilities.

Village Hall
19 East Chicago Avenue
Hinsdale, Illinois 60521-3431
630-789-7000



Fire & Police Departments
121 Symonds Drive
Hinsdale, Illinois 60521-3744
Fire 630-789-7060
Police 630-789-7070

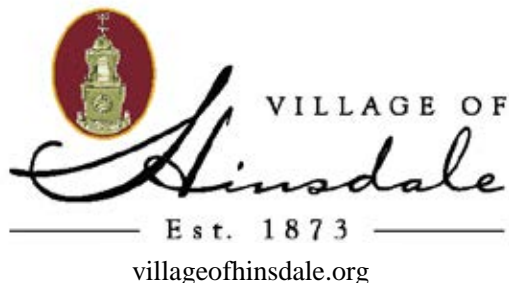
2. Address of the property for which the accommodation is requested.
3. Indication of whether that the applicant is (a) a person with a disability, (b) applying on behalf of a person with a disability, (c) a developer or provider of housing for one or more person(s) with a disability, or (d) a provider of residential services for a person with a disability.
4. Description of the disability at issue, the requested accommodation, and the specific regulation(s), policy, practice or procedure for which the accommodation is sought. In the event that the specific individuals who are expected to reside at the property are not known to a provider in advance of making the application, the provider shall not be precluded from filing the application, but shall submit details describing the range of disabilities that prospective residents are expected to have to qualify for the housing.
5. Description of whether the specific accommodation requested by the applicant is necessary for the person(s) with the disability to use and enjoy the dwelling, or is necessary to make the provision of housing for persons with disabilities financially or practically feasible.

Any personal information regarding disability status identified by an applicant as confidential shall be retained in a manner so as to respect the privacy rights of the applicant and/or person with a disability and shall not be made available for public inspection unless required by the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*) or other State law. Any information received regarding the disability status identified, including but not limited to medical records, will be returned to the applicant within ten (10) days of the decision by the Village, subject to the Village's obligations to retain the records pursuant to the Local Records Act, 50 ILCS 205/1 *et seq.* The Applicant need provide only the information necessary for the Village to evaluate the reasonable accommodation request.

If the person with the disability needs assistance to make a request for accommodation, the Village will provide assistance, including, but not limited to, transcribing a verbal request into a written request. The applicant shall sign or indicate in writing that the transcription is accurate.

A fee shall not be required for an application for an accommodation.

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19 East Chicago Avenue
Hinsdale, Illinois 60521-3431
630-789-7000



Fire & Police Departments
121 Symonds Drive
Hinsdale, Illinois 60521-3744
Fire 630-789-7060
Police 630-789-7070

V. Review of Reasonable Accommodation Request

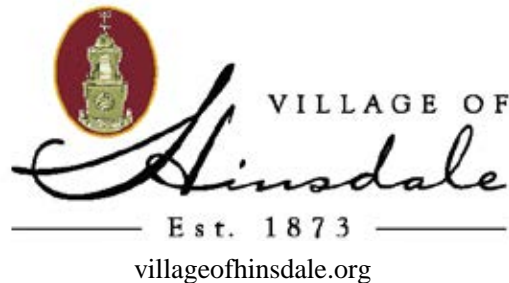
The Village Manager shall issue a written decision on a request for accommodation within forty-five (45) calendar days of the date of the application. The Village Manager may either grant, grant with alterations or conditions, or deny a request for an accommodation in accordance with the required findings set forth below.

If necessary to reach a determination on the request for accommodation, the Village Manager may request further information from the applicant consistent with applicable laws, specifying in detail the additional information that is required. In most cases, an individual's medical records or detailed information about the nature of a person's disability are not necessary for this inquiry. (See Joint Statement of The Department of Housing & Urban Development & The Department of Justice: Reasonable Accommodations Under the Fair Housing Act #18.) Any personal information related to the disability status identified by the applicant as confidential shall be retained in a manner so as to protect the privacy rights of the applicant and shall not be made available for public inspection unless required by the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*) or other State law. Any information received regarding the disability status identified, including but not limited to medical records, will be returned to the applicant within ten (10) days of the decision of the Village Manager (or, in the event of an appeal, within ten (10) days of the decision of the Board of Trustees of the Village). If a request for additional information is made, the running of the forty-five (45) calendar day period to issue a decision is stayed until the applicant responds to the request.

The written decision to grant, grant with alterations or conditions, or deny a request for accommodation shall be limited to the following factors:

1. Whether the housing that is the subject of the request for accommodation will be used by a person with a disability as defined by the FHA or ADA.
2. Whether the requested accommodation is necessary to make a dwelling available to a person with disabilities protected under the applicable laws.
3. Whether the requested accommodation would pose an undue financial or administrative burden on the Village. The determination of undue financial and administrative burden will be done on a case-by-case basis. A finding

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of
financial or
administrative burden" shall not be based on whether the requested accommodation would provide a preference or permit the housing in question to not comply with otherwise-applicable laws, ordinances, rules, codes, policies or practices that others must obey.

4. Whether the requested accommodation would require a fundamental alteration in the nature of a Village program or law, including but not limited to zoning and land use. A finding of "fundamental alteration" shall not be based on whether the requested accommodation would provide a preference or permit the housing in question to not comply with otherwise-applicable laws, ordinances, rules, codes, policies or practices that others must obey.

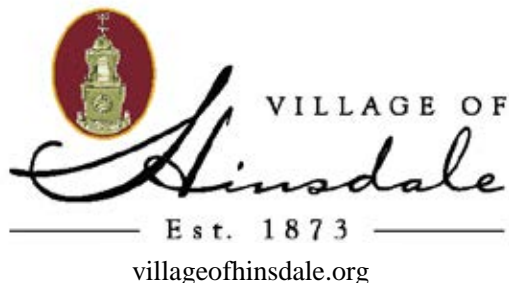
In making findings, the Village Manager may grant reasonable accommodations with alterations or conditions if the Village Manager determines that the applicant's initial request would impose an undue financial or administrative burden on the Village, or fundamentally alter a Village program or law. The alterations or conditions shall provide an equivalent level of benefit to the applicant with respect to (a) enabling the person(s) with a disability to use and enjoy the dwelling, and (b) making the provision of housing for person(s) with a disability financially or practically feasible.

The written decision of the Village Manager on an application for an accommodation shall explain in detail the basis of the decision, including the Village Manager's findings on the criteria set forth below. All written decisions shall give notice of the applicant's right to appeal and to request assistance in the appeal process as set forth in this Policy. The notice of the decision shall be sent to the applicant by certified mail and electronic mail, if the applicant's electronic mail address is known to the Village.

Nothing herein shall prohibit the applicant, or persons on whose behalf a specific application was filed, from reapplying for an accommodation based on additional grounds or changed circumstances.

If the Village Manager fails to render a written decision on the request for accommodation within forty-five (45) days, the accommodation request shall be deemed granted.

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VI. **Appeal**

An applicant, or a person on whose behalf an application was filed, may appeal the written decision to deny or grant an accommodation with alterations or conditions or a denial of the accommodation to the Board of Trustees of the Village (the "Board") no later than thirty (30) calendar days from the date the decision is mailed or e-mailed. An appeal may be sent to the Village by email at clerk@villageofhinsdale.org or by mail or hand delivery to the following address:

**Village Board of Trustees
Village of Hinsdale
ATTN: Reasonable Accommodation Appeals
19 Chicago Ave.
Hinsdale, IL 60521**

An appeal must be in writing (or reduced to writing as provided below) and include grounds for appeal. Any personal information related to the disability status identified by the applicant as confidential shall be retained in a manner so as to protect the privacy rights of the applicant and shall not be made available for public inspection unless required by the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*) or other State law. Any information received regarding the disability status identified, including but not limited to medical records, will be returned to the applicant within ten (10) days of the decision by the Village.

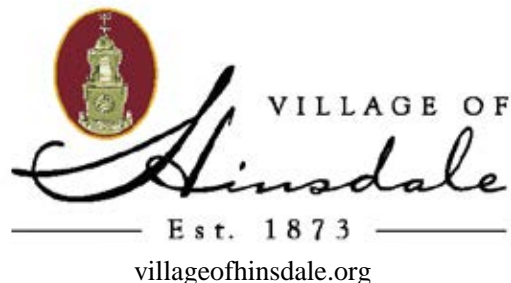
If an applicant needs assistance appealing a written decision, the Village will provide assistance transcribing a verbal request into a written appeal to ensure that the appeals process is accessible. The applicant shall sign or indicate in writing that the transcription is accurate.

An applicant shall not be required to pay a fee to appeal a written decision.

An appeal will be decided by the Board. In considering an appeal, the Board shall consider:

(a) the application requesting the accommodation, (b) the Village Manager's decision, (c) the applicant's written statement of the grounds of the appeal, and (d) the provisions of this Policy, in order to determine whether the Village Manager's decision was consistent with applicable fair housing laws and the required findings in this Policy.

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If a written decision on the appeal is not rendered within thirty (30) calendar days from the date the appeal is received, the requested accommodation shall be deemed granted.

The decision of the Board shall constitute the Village's final determination on the request for reasonable accommodation.

VII. Other Provisions

A request for accommodation shall stay any and all proceedings in furtherance of the enforcement of any requirement that is the subject of the request. An accommodation request does not affect an applicant's obligation to comply with other applicable regulations not at issue in the requested accommodation.

The Village shall retain, for the duration of the accommodation and at least three (3) years thereafter, written records of each request and all related records, including the Village's responses and decisions.

The person or entity requesting an accommodation may file an action at any time in court to challenge the Village's denial of a reasonable accommodation under the Fair Housing Act, the Americans with Disabilities Act and/or any other applicable federal, state, or local law. Such persons or entities shall not, solely by virtue of having requested an accommodation under this Policy, be barred, estopped or otherwise limited in bringing an action in court against the Village to challenge the denial of a reasonable accommodation.

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

TRINITY SOBER LIVING, LLC,)	
)	
Plaintiff,)	
	)	Case No. 1:19-cv-7321
v.)	
	)	Judge Robert W. Gettleman
VILLAGE OF HINSDALE, ILLINOIS,	)	Magistrate Judge Jeffrey Cole
)	
Defendant.)	
	)	CONSOLIDATED WITH:
)	
UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
	)	Case No. 1:20-cv-06959
v.)	
	)	Judge Robert W. Gettleman
VILLAGE OF HINSDALE, ILLINOIS,	)	Magistrate Judge Jeffrey Cole
)	
Defendant.)	

CONSENT DECREE

1. In these consolidated cases,¹ Plaintiffs the United States of America (“United States”) and Trinity Sober Living LLC (“Trinity”) allege that Defendant the Village of Hinsdale (“Village” or “Hinsdale”) discriminated on the basis of disability in violation of the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (“FHA”), 42 U.S.C. §§ 3601-3631. Trinity has also raised claims under Title II of the Americans with Disabilities Act, 42 U.S.C. § 12132.

2. In its Complaint, the United States alleges that the Village engaged in a pattern or practice of discrimination on the basis of disability, and/or denied rights to a group of

¹ All case citations are to No. 1:19-cv-7321 unless otherwise noted.

persons, in violation of the FHA, 42 U.S.C. § 3614(a), by: 1) preventing the operation of group homes for persons with disabilities of three or fewer persons as “commercial” uses prohibited in single-family residential districts; 2) refusing to consider a reasonable accommodation request by Trinity to operate a sober living home at 111 North Grant Street because the proposed residents were persons in recovery from addiction; and 3) denying Trinity a reasonable accommodation to operate a sober living home with up to ten residents in recovery from addiction and a house manager. As alleged in the United States’ Complaint, these actions violated the FHA by denying or otherwise making dwellings unavailable because of disability, 42 U.S.C. § 3604(f)(1); discriminating in the terms, conditions, or privileges of housing, or in the provision of services or facilities in connection with housing, because of disability, 42 U.S.C. § 3604(f)(2); and by failing or refusing to make a reasonable accommodation in rules, policies, practices, or services, when such accommodation may have been necessary to afford persons with disabilities an equal opportunity to use and enjoy a dwelling, 42 U.S.C. § 3604(f)(3)(B).

3. The Village denies that it violated the FHA, ADA, Rehabilitation Act, or any other federal, state, or local law or ordinance in connection with its dealings with Trinity, and further denies that any provision of its zoning ordinance discriminates against persons with disabilities. By executing this Consent Decree, the Village does not admit that it discriminated against Trinity, or persons with disabilities, and expressly denies any liability. Nothing herein shall be construed in any manner as an admission of guilt, liability, or wrongdoing.

4. The United States, Trinity and the Village have voluntarily agreed to resolve the United States’ and Trinity’s claims against the Village without any admission of liability by entering into this Consent Decree, as indicated by the signatures below.

5. This Decree binds all parties to the full and final resolution that is described herein of all actual and potential interests, allegations, defenses, claims, counterclaims, and relating to the subject matter of the disputes that have been raised or could have been raised under the FHA and the ADA.

Therefore, it is hereby ORDERED, ADJUDGED, AND DECREED as follows:

I. GENERAL NON-DISCRIMINATION PROVISIONS

6. The Village, its agents, employees, successors, and all persons in active concert or participation with it, shall not:

- a. Discriminate in the sale or rental, or otherwise make unavailable or deny, a dwelling to any person because of a disability;
- b. Discriminate in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, on the basis of disability;
- c. Adopt, maintain, enforce, or implement any zoning or land use laws, regulations, policies, procedures or practices that discriminate on the basis of disability in violation of the FHA and the ADA;
- d. Implement or administer any zoning laws, regulations, policies, procedures or practices in such a manner as to discriminate on the basis of disability in violation of the FHA and the ADA;
- e. Refuse to make reasonable accommodations when requested in the application of rules, policies, practices, or services when such accommodations may be necessary to afford a person or persons with disabilities an equal opportunity to use and enjoy a dwelling;

f. Coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by the FHA and the ADA.

II. SPECIFIC INJUNCTIVE RELIEF

7. The Village shall immediately cease to enforce and, within 120 days of the entry of this Decree, repeal Sections 3-19-1 to 3-19-5 of the Hinsdale Business and Licensing Code, entitled "Group Homes for Persons with Disabilities."

8. Within 120 days of the entry of this Decree, the Village shall amend its Zoning Code to clarify that group homes serving persons with disabilities shall be a permitted use as of right in any residential district under the Hinsdale Zoning Code, notwithstanding any other provisions or restrictions of the Zoning Code including, but not limited to, restrictions on "transitional services facilities," provided that the number of unrelated residents in the home does not exceed the Village's limit on unrelated residents in a dwelling for persons without disabilities. The Village shall submit this proposed amendment to the United States for approval within 60 days of entry of this Decree. Nothing herein shall prohibit the Village from adopting regulations or restrictions on the use of a residential property based on the number of unrelated residents, provided that such a restriction is neutral as to disability and not applied in a discriminatory manner.

9. The Village shall adopt a written policy that will provide a process by which a person, agency, or entity may request reasonable accommodations or modifications on the basis of disability from the Village's Zoning Code and/or other code requirements governing housing

or land use. Such policy shall be in substantially the same form as that contained in Attachment A, shall comply with the FHA and the ADA, and shall include the following provisions:

- a. A description of where and how the Village will accept and process requests for accommodation or modification in their rules, policies, practices, or in the provision of its services;
- b. The Village shall provide written notification of the Village's approval, approval with alterations or conditions, or denial of a reasonable accommodation or modification request to those requesting a reasonable accommodation or modification within forty-five (45) days of the receipt of the request;
- c. If the Village denies a request for reasonable accommodation or modification, it shall include an explanation of the basis for such denial in the written notification;
- d. The Village shall maintain records of all requests for reasonable accommodation or modification and the Village's responses thereto for a period of at least four years;
- e. The Village shall not charge a fee for requesting a reasonable accommodation or modification, provided however, that the Village may charge otherwise applicable fees that are not related to the accommodation request (e.g., building permit fees) to an individual who is seeking a reasonable accommodation;
- f. The Village shall not retaliate against any person who has exercised his or her right under the FHA or ADA to make one or more reasonable accommodation or modification requests;
- g. The request for or denial of a reasonable accommodation shall not operate,

and shall not be argued or construed by the Village to operate, to bar, estop, or otherwise limit in any way the right or ability of the person or entity making the request to challenge the denial of the requested accommodation in court under the FHA, ADA, or any other applicable federal, state or local laws; and

h. Once a reasonable accommodation has been requested, the Village shall not initiate legal action against any person or entity for alleged violations of any zoning or code provision or requirement for which the reasonable accommodation or modification is being sought until completion of the process described above and in Attachment A. Nothing herein shall prevent the Village from requiring, and enforcing through a court action for injunctive relief, if necessary, that, during the time period in which a request for a reasonable accommodation is pending, a group home for persons with disabilities be limited to the number of unrelated residents permitted to occupy a dwelling under the Village's zoning code.

10. The Village shall post a copy of its adopted reasonable accommodation policy on the "Government" page of its website and shall additionally make copies of this policy available to members of the public upon request.

III. COMPLIANCE OFFICER

11. Within thirty (30) days after the entry of this Decree, the Village shall designate an individual as the Fair Housing Compliance Officer ("FHCO"). The FHCO shall have the responsibility to receive complaints of alleged housing discrimination and disability discrimination against the Village, serve as a resource to the Village and its officers, elected and appointed officials, employees, and agents on fair housing and disability rights, and coordinate the Village's compliance with this Decree.

12. The FHCO shall be designated to receive and review all complaints of housing discrimination and disability discrimination made against the Village or any officer, elected or appointed official, employee, or agent of the Village.

13. Within thirty (30) days of receiving a complaint of housing discrimination or disability discrimination, the FHCO shall provide counsel for the United States² with a copy of the complaint, any documents filed with the complaint, and any written response to the complaint by the Village, and shall inform counsel for the United States whether the complaint has been resolved. If the complaint has not been resolved, the FHCO shall inform counsel for the United States of any efforts the Village undertook or plans to undertake to resolve the complaint.

14. The FHCO shall maintain copies of this Decree, the HUD Complaint form and HUD pamphlet entitled "Are you a victim of housing discrimination?" (HUD official forms 903 and 903.1, respectively) and make these materials freely available to anyone, upon request, without charge, including all persons making fair housing complaints to the FHCO.

15. During the term of this Decree, the FHCO shall report to the Village every six months on activities taken in compliance with this Decree.

IV. FAIR HOUSING TRAINING

16. Within ninety (90) days after entry of this Decree, the Village shall provide a one-time live training(s) on the requirements of the Decree, the FHA (in particular, those provisions

² All correspondence required to be sent to the United States under the provisions of this Order shall be sent to: Chief, Housing and Civil Enforcement Section, Civil Rights Division, U.S. Department of Justice, Attn: DJ 175-23-838, at the following address:

Regular U.S. Mail: 950 Pennsylvania Avenue, NW – NWB
Washington, D.C. 20530

Overnight Mail: 150 M Street, NE, Room 8.1106
Washington, D.C. 20006

that relate to disability discrimination), and the ADA (in particular, the ADA's application to zoning). The training(s) shall be provided to all Village employees who have duties related to the planning, zoning, permitting construction, or occupancy of residential housing for persons with disabilities. The training(s) should be conducted in accordance with the following:

a. The training(s) shall be conducted by a qualified third party or parties, subject to the approval of the United States, which shall not be unreasonably withheld. The trainer(s) shall not be connected to the Village or their officers, elected or appointed officials, employees, agents, or counsel. No fewer than thirty (30) days before the date of each training under this paragraph, the Village shall submit to counsel for the United States the name of the person(s) or organization(s) proposed to provide the training, together with copies of the professional qualifications of such person(s) or organization(s) and copies of all materials to be used in the training.

b. Any expenses associated with the training(s) shall be borne by the Village.

c. The training(s) shall be video recorded and the Village shall maintain copies of the written materials provided for each training. Each newly hired individual covered by this paragraph shall first receive training within thirty (30) days after the date he or she enters office or commences service or employment, by viewing a video recording of the most recent live training and receiving copies of any written materials provided for that training.

d. The Village shall provide a copy of this Decree to each person required to receive the training(s).

e. The Village shall require each trainee to execute a certification confirming: i) his or her attendance; ii) the date of the training; and iii) his or her receipt

and comprehension of the Decree. The Certification of Training and Receipt of Consent Decree appears at Attachment B to this Decree. All trainees shall complete the certifications at the conclusion of each training session.

17. Within ninety (90) days after the entry of this Decree, the Village shall hold a one-time, live training on the requirements of the FHA (in particular, those provisions that relate to disability discrimination) for the Village President and Board of Trustees in compliance with the Illinois Open Meetings Act, 5 Ill. Comp. Stat. § 120 *et seq.* The trainer(s) for the live presentation shall not be connected to the Village or its employees, officials, agents, or counsel. Trainer(s) and training must be approved by the United States, which approval will not be unreasonably withheld. The Village shall pay any and all expenses associated with training. Each member of the Board of Trustees shall execute the certification that appears at Attachment B to this Decree upon completion of the training. This training may be conducted in connection with the training for Village employees described in Paragraph 16 above.

VI. REPORTING AND RECORD KEEPING

18. Within one hundred twenty (120) days after entry of this Decree, the Village shall submit all executed copies of the Certification of Training and Receipt of Consent Decree (Attachment B).

19. The Village shall prepare compliance reports for the term of this Decree detailing all actions they have taken to fulfill their obligations under this Decree since the last compliance report. The Village shall submit their first report to the United States within six (6) months after entry of the Decree, and subsequent reports every twelve (12) months thereafter for the duration of the Decree, except that the final report shall be delivered to the United States not less than sixty (60) days prior to the expiration of this Decree. The Village shall include in the compliance

reports, at a minimum, the following information:

a. A summary of each zoning or land-use request or application related to group homes for persons with disabilities on which the Village has made a determination, indicating: i) the date of the application; ii) the applicant's name; iii) the applicant's current street address; iv) the street address of the subject property or proposed housing; v) the Village's decision(s) regarding the matter, including any decision on appeal; vi) the reasons for each decision, including a summary of the facts upon which the Village relied; and vii) complete copies of any minutes or recordings from all meetings or hearings discussing the zoning request or application;

b. Copies of any Certifications of Training and Receipt of Consent Decree (Attachment B) described above that are signed after the preceding compliance report was issued;

c. Copies of any materials that have been previously submitted to counsel for the United States under this Decree if such materials have been substantially altered or amended since they were last submitted to counsel for the United States;

d. Any complaints of housing discrimination or disability discrimination by the Village, either received by the FHCO or by another Village employee or official, including a copy of the complaint, any documents submitted with the complaint, and any written response by the Village. If the complaint has not been resolved, the Village shall report any efforts the Village undertook to resolve the complaint.

20. For the duration of this Decree, the Village shall retain all records relating to compliance with any provision of this Decree. Counsel for the United States shall have the opportunity to inspect and copy any such records after giving reasonable advance notice to

counsel for the Village, subject to the Village's current records retention policy.

VII. MONETARY DAMAGES AND FEES TO TRINITY SOBER LIVING

21. Within thirty (30) days of entry of this Decree, the Village shall pay a total of SEVEN HUNDRED NINETY THOUSAND DOLLARS (\$790,000) in full satisfaction of all claims by Trinity for monetary damages, attorneys' fees and costs. The payment shall be made in the form of an electronic fund transfer pursuant to written instructions to be provided by Trinity, with proof of payment sent to the United States.

VIII. CIVIL PENALTY

22. Within thirty (30) days of entry of this Decree, the Village shall pay a total of TEN THOUSAND DOLLARS (\$10,000) to the United States Treasury as a civil penalty under 42 U.S.C. § 3614(d)(1)(C) and 28 C.F.R. § 85.5 to vindicate the public interest. The payment shall be in the form of an electronic fund transfer pursuant to written instructions to be provided by the United States.

23. In the event that the Village, its agents, or its employees engage in any future violation(s) of the FHA, such violation(s) shall constitute a "subsequent violation" pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii).

IX. JURISDICTION AND SCOPE

24. The parties stipulate and the Court finds that the Court has personal jurisdiction over the Village for purposes of this civil action, and subject matter jurisdiction over the United States' claims in this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 3614(a) and 3614(b)(1).

25. This Decree shall remain in effect for a period of four (4) years after its entry. The Court shall retain jurisdiction over the action for the duration of the Decree for the purpose

of enforcing its provisions and terms. The United States may move the Court to extend the duration of the Decree in the interest of justice.

26. Any time limits for performance imposed by this Decree may be extended or shortened by mutual written agreement of the parties, which shall not be unreasonably withheld. The other provisions of this Decree may be modified by written agreement of the parties or by motion to the Court. If the modification of a provision other than a time limit for performance is made by written agreement of the parties, then such modification will be effective upon filing of the written agreement with the Court and remain in effect for the duration of the Decree or until such time as the Court indicates through written order that it has not approved the modification.

X. ENFORCEMENT

27. The parties shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Decree prior to bringing such matters to the Court for resolution. However, in the event of a failure by the Village to perform in a timely manner any act required by this Decree, or otherwise to act in conformance with any provision thereof, the United States and/or Trinity may move this Court to impose any remedy authorized by law or equity, including, but not limited to, findings of contempt, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and/or reasonable attorneys' fees that may have been occasioned by the violation or failure to perform.

XI. COSTS AND FEES

28. Except as stated above, the parties will bear their own costs and fees associated with this litigation.

XII. TERMINATION OF LITIGATION HOLD

29. The parties agree that, as of the date of entry of this Decree, litigation is not “reasonably foreseeable” concerning the matters described above. To the extent that the parties implemented a litigation hold to preserve documents, electronically stored information (ESI), or things related to the matters described above, the party is no longer required to maintain such litigation hold. Nothing in this paragraph relieves any party of any other obligations imposed by this Decree.

IT IS SO ORDERED.

This ____ day of _____, 2023.

THE HONORABLE ROBERT W. GETTLEMAN
UNITED STATES DISTRICT JUDGE

By their signatures below, the parties consent to the entry of this Consent Decree.

For Plaintiff United States of America:

JOHN R. LAUSCH JR.
United States Attorney
Northern District of Illinois

KRISTEN CLARKE
Assistant Attorney General
Civil Rights Division

PATRICK JOHNSON
KATHLEEN FLANNERY
Assistant United States Attorneys
United States Attorney's Office
Northern District of Illinois
219 S. Dearborn St., Fifth Floor
Chicago, IL 60604
Tel: (312) 353-5327
Kathleen.Flannery@usdoj.gov
Patrick.Johnson2@usdoj.gov

SAMEENA SHINA MAJEED
Chief
TIMOTHY MORAN
Deputy Chief
MAX LAPERTOSA
Attorney
United States Department of Justice
Housing and Civil Enforcement Section
Civil Rights Division
950 Pennsylvania Ave. NW – 4CON
Washington, DC 20530
Tel: (202) 305-1077
Fax: (202) 514-1116
Max.Lapertosa@usdoj.gov

Counsel for Plaintiff
United States of America

For Plaintiff Trinity Sober Living LLC:



Bradley K. Staubus
Esposito & Staubus LLP
7055 Veterans Blvd., Unit B
Burr Ridge, IL 60527
Tel: (630) 323-5310
bks@eslaw500.com



Sarah Jane Hunt
Kennedy Hunt P.C.
4500 W. Pine Blvd. St. Louis, MO 63108
Tel: (314) 872-9041
sarahjane@kennedyhuntlaw.com

Counsel for Plaintiff

Trinity Sober Living, LLC



MICHAEL OWENS, MANAGER
TRINITY SOBER LIVING LLC

For Defendant Village of Hinsdale:



THOMAS CAULEY
VILLAGE PRESIDENT



KURT MATHAS
ROSS CORBETT
KATHERINE KYMAN
WINSTON & STRAWN LLP
35 W. Wacker Drive
Chicago, IL 60601
Tel: (312) 558-8329
kmathas@winston.com
rcorbett@winston.com
kkyman@winston.com

Attorneys for Defendant
Village of Hinsdale

ATTACHMENT A

Reasonable Accommodation Policy

I. Introduction

It is the policy of the Village of Hinsdale, Illinois, pursuant to the Fair Housing Amendments Act of 1988, the Americans with Disabilities Act, and applicable state laws, to provide individuals with disabilities reasonable accommodations (including modifications or exceptions) to the Village's zoning, land use, and other regulations, codes, rules, policies and practices in order to ensure equal access to housing and to facilitate the development of housing for individuals with disabilities. This includes waiving certain requirements when necessary to eliminate barriers to housing opportunities and to ensure a person with a disability has an equal opportunity to use and enjoy a dwelling.

This Policy provides a procedure for making requests for accommodations in land use, zoning, building regulations and other regulations, policies, practices, and procedures of the jurisdiction to comply fully with the intent and purpose of applicable laws, including federal laws, in making a reasonable accommodation. Nothing in this Policy shall require persons with disabilities or operators of homes for persons with disabilities who are already acting or operating in accordance with applicable zoning or land use laws or practices to seek a reasonable accommodation.

II. Publication of Policy

The Village shall display a notice consistent with the display of other notices at the Community Development Department advising those with disabilities or their representatives that they may request a reasonable accommodation in accordance with the procedures established in this Policy. A copy of the notice shall be available upon request and shall also be posted on the Government page of the Village's website.

III. Definitions

As used in this Policy, "person with a disability" has the meaning set forth in the federal Fair Housing Act and the Americans with Disabilities Act and is an individual who has a physical or mental impairment that limits one or more of the major life activities of such individual, is regarded as having such impairment, or has a record of such impairment.

As used in this Policy, "reasonable accommodation" means the act of making a dwelling unit or housing facility(ies) readily accessible to and usable by a person with disabilities, through the removal of constraints in the Village's land use, zoning, code, permit and processing procedures. A reasonable accommodation controls over a conflicting Village regulation or requirement.

IV. Requesting an Accommodation

An application for an accommodation may be made by any person(s) with a disability, his or her representative, a developer or provider of housing for persons with disabilities, or an agency, organization, or entity that provides residential services to persons with disabilities. A request for accommodation may be submitted at any time the accommodation may be necessary to afford the person with a disability equal opportunity to use and enjoy the dwelling. A written acknowledgement of the request shall be sent to the applicant by the Village within ten (10) days of receipt.

Requests for an accommodation may include a modification or exception to the rules, standards and practices for the siting, development, code enforcement, and use of housing or housing-related facilities that would eliminate regulatory barriers and provide a person with a disability equal opportunity to a dwelling of his or her choice.

An individual requesting an accommodation shall direct the request to the Director of the Community Development Department. The request may be made orally, in which case it shall be transcribed by the Village into writing if requested by the applicant, or by the applicant in writing. The individual shall submit an application for a reasonable accommodation using an appropriate Village form, to be provided by the Village. The Village shall assist the applicant with furnishing all information maintained by the Village with respect to an accommodation. The applicant shall provide the following:

1. Name and address of the person or entity requesting accommodation. If the applicant is applying on behalf of a person with a disability, the name and address of the person with a disability shall also be provided. The accommodation need not be on behalf of a specific person with a disability, as long as the person requesting the accommodation verifies that the housing is intended for the use of persons with disabilities.
2. Address of the property for which the accommodation is requested.
3. Indication of whether that the applicant is (a) a person with a disability, (b) applying on behalf of a person with a disability, (c) a developer or provider of housing for one or more person(s) with a disability, or (d) a provider of residential services for a person with a disability.
4. Description of the disability at issue, the requested accommodation, and the specific regulation(s), policy, practice or procedure for which the accommodation is sought. In the event that the specific individuals who are expected to reside at the property are not known to a provider in advance of making the application, the provider shall not be precluded from filing the application, but shall submit details describing the range of disabilities that prospective residents are expected to have to qualify for the housing.

5. Description of whether the specific accommodation requested by the applicant is necessary for the person(s) with the disability to use and enjoy the dwelling, or is necessary to make the provision of housing for persons with disabilities financially or practically feasible.

Any personal information regarding disability status identified by an applicant as confidential shall be retained in a manner so as to respect the privacy rights of the applicant and/or person with a disability and shall not be made available for public inspection unless required by the Illinois Freedom of Information Act. Any information received regarding the disability status identified, including but not limited to medical records, will be returned to the applicant within ten (10) days of the decision by the Village, subject to the Village's obligations to retain the records pursuant to the Local Records Act, 50 ILCS 205/1 *et seq.* The Applicant need provide only the information necessary for the Village to evaluate the reasonable accommodation request.

If the person with the disability needs assistance to make a request for accommodation, the Village will provide assistance, including, but not limited to, transcribing a verbal request into a written request. The applicant shall sign or indicate in writing that the transcription is accurate.

A fee shall not be required for an application for an accommodation.

V. Review of Reasonable Accommodation Request

The Village Manager shall issue a written decision on a request for accommodation within forty-five (45) calendar days of the date of the application. The Village Manager may either grant, grant with alterations or conditions, or deny a request for an accommodation in accordance with the required findings set forth below.

If necessary to reach a determination on the request for accommodation, the Village Manager may request further information from the applicant consistent with applicable laws, specifying in detail the additional information that is required. In most cases, an individual's medical records or detailed information about the nature of a person's disability is not necessary for this inquiry. (*See Joint Statement of The Department of Housing & Urban Development & The Department of Justice: Reasonable Accommodations Under the Fair Housing Act #18.*) Any personal information related to the disability status identified by the applicant as confidential shall be retained in a manner so as to protect the privacy rights of the applicant and shall not be made available for public inspection unless required by the Illinois Freedom of Information Act. Any information received regarding the disability status identified, including but not limited to medical records, will be returned to the applicant within ten (10) days of the decision of the Community Development Director (or, in the event of an appeal, within ten (10) days of the decision of the Village Manager or his or her designee). If a request for additional information is made, the running of the forty-five (45) calendar day period to issue a decision is stayed until the applicant responds to the request.

The written decision to grant, grant with alterations or conditions, or deny a request for accommodation shall be limited to the following factors:

1. Whether the housing that is the subject of the request for accommodation will be used by a person with a disability as defined by the FHA or ADA.
2. Whether the requested accommodation is necessary to make a dwelling available to a person with disabilities protected under the applicable laws.
3. Whether the requested accommodation would pose an undue financial or administrative burden on the Village. The determination of undue financial and administrative burden will be done on a case-by-case basis. A finding of "undue financial or administrative burden" shall not be based on whether the requested accommodation would provide a preference or permit the housing in question to not comply with otherwise-applicable laws, ordinances, rules, codes, policies or practices that others must obey.
4. Whether the requested accommodation would require a fundamental alteration in the nature of a Village program or law, including but not limited to zoning and land use. A finding of "fundamental alteration" shall not be based on whether the requested accommodation would provide a preference or permit the housing in question to not comply with otherwise-applicable laws, ordinances, rules, codes, policies or practices that others must obey.

In making findings, the Village Manager may grant reasonable accommodations with alterations or conditions if the Village Manager determines that the applicant's initial request would impose an undue financial or administrative burden on the Village, or fundamentally alter a Village program or law. The alterations or conditions shall provide an equivalent level of benefit to the applicant with respect to (a) enabling the person(s) with a disability to use and enjoy the dwelling, and (b) making the provision of housing for person(s) with a disability financially or practically feasible.

The written decision of the Village Manager on an application for an accommodation shall explain in detail the basis of the decision, including the Village Manager's findings on the criteria set forth below. All written decisions shall give notice of the applicant's right to appeal and to request assistance in the appeal process as set forth in this Policy. The notice of the decision shall be sent to the applicant by certified mail and electronic mail, if the applicant's electronic mail address is known to the Village.

Nothing herein shall prohibit the applicant, or persons on whose behalf a specific application was filed, from reapplying for an accommodation based on additional grounds or changed circumstances.

If the Village Manager fails to render a written decision on the request for accommodation within forty-five (45) days, the accommodation request shall be deemed granted.

VI. Appeal

An applicant, or a person on whose behalf an application was filed, may appeal the written decision to deny or grant an accommodation with alterations or conditions or a denial of the accommodation to the Board of Trustees of the Village (the "Board") no later than thirty (30) calendar days from the date the decision is mailed or e-mailed. An appeal may be sent to the Village by email at [insert email address] or by mail or hand delivery to the following address:

**Village Board of Trustees
Village of Hinsdale
ATTN: Reasonable Accommodation Appeals
19 Chicago Ave.
Hinsdale, IL 60521**

An appeal must be in writing (or reduced to writing as provided below) and include grounds for appeal. Any personal information related to the disability status identified by the applicant as confidential shall be retained in a manner so as to protect the privacy rights of the applicant and shall not be made available for public inspection unless required by the Illinois Freedom of Information Act. Any information received regarding the disability status identified, including but not limited to medical records, will be returned to the applicant within ten (10) days of the decision by the Village.

If an applicant needs assistance appealing a written decision, the Village will provide assistance transcribing a verbal request into a written appeal to ensure that the appeals process is accessible. The applicant shall sign or indicate in writing that the transcription is accurate.

An applicant shall not be required to pay a fee to appeal a written decision.

An appeal will be decided by the Board. In considering an appeal, the Board shall consider (a) the application requesting the accommodation, (b) the Village Manager's decision, (c) the applicant's written statement of the grounds of the appeal, and (d) the provisions of this Policy, in order to determine whether the Village Manager's decision was consistent with applicable fair housing laws and the required findings in this Policy.

If a written decision on the appeal is not rendered within thirty (30) calendar days from the date the appeal is received, the requested accommodation shall be deemed granted.

The decision of the Board shall constitute the Village's final determination on the request for reasonable accommodation.

VII. Other provisions

A request for accommodation shall stay any and all proceedings in furtherance of the enforcement of any requirement that is the subject of the request. An accommodation request does not affect an applicant's obligation to comply with other applicable regulations not at issue in the requested accommodation.

The Village shall retain, for the duration of the accommodation and at least three (3) years thereafter, written records of each request and all related records, including the Village's responses and decisions.

The person or entity requesting an accommodation may file an action at any time in court to challenge the Village's denial of a reasonable accommodation under the Fair Housing Act, the Americans with Disabilities Act and/or any other applicable federal, state, or local law. Such persons or entities shall not, solely by virtue of having requested an accommodation under this Policy, be barred, estopped or otherwise limited in bringing an action in court against the Village to challenge the denial of a reasonable accommodation.

ATTACHMENT B

Certification of Training and Receipt of Consent Decree

On _____, I attended training on the Fair Housing Act. I have had all of my questions concerning these topics answered to my satisfaction.

I also have been given and I have read copies of the Consent Decree entered in *Trinity Sober Living v. Village of Hinsdale*, No. 1:19-cv-7321 (N.D. Ill.). I understand my legal responsibilities and will comply with those responsibilities.

Signature

Print Name

Position with Village of Hinsdale

Business Address

Business Address Continued

Business Telephone Number

Date



MEMORANDUM

DATE: May 9, 2023

TO: President Cauley and the Village Board of Trustees

CC: Kathleen A. Gargano, Village Manager

FROM: Robert McGinnis, Community Development Director/Building Commissioner

RE: **Community Development Department Monthly Report – April 2023**

In the month of April, the department issued 111 permits including 4 new single-family homes, 23 residential alterations, and 1 demolition permit. The department conducted 337 inspections and revenue for the month came in at just over \$125,000.

There are approximately 127 applications in house, including 20 single-family homes and 20 commercial alterations. There are 42 permits ready to issue at this time, plan review turnaround is running approximately 3-4 weeks, and lead times for inspection requests are running approximately 24 hours.

The Engineering Division has continued to work with the department in order to complete site inspections and respond to drainage complaints. In total, 41 engineering inspections were performed in the month of April by the division. This does not include any inspection of road program work and is primarily tied to building construction and drainage complaints.

We currently have 19 vacant properties on our registry list. The department continues to pursue owners of vacant and blighted properties to either demolish them and restore the lots or come into compliance with the property maintenance code.

COMMUNITY DEVELOPMENT MONTHLY REPORT April 2023

PERMITS	THIS MONTH	THIS MONTH LAST YEAR	FEEs	FY TO DATE	TOTAL LAST YEAR TO DATE
New Single Family Homes	4	5			
New Multi Family Homes	0	0			
Residential Addns./Alts.	23	11			
Commercial New	0	0			
Commercial Addns./Alts.	5	5			
Miscellaneous	41	48			
Demolitions	1	6			
Total Building Permits	74	75	\$ 107,229.00	\$398,771.00	\$392,296.00
Total Electrical Permits	13	13	\$ 5,614.00	\$ 21,870.00	\$26,837.00
Total Plumbing Permits	24	18	\$ 12,321.00	\$ 43,801.00	\$49,465.00
TOTALS	111	106	\$ 125,164.00	\$464,442.00	\$ 468,598.00

Citations			\$750		
Vacant Properties	19				

INSPECTIONS	THIS MONTH	THIS MONTH LAST YEAR			
Bldg, Elec, HVAC	155	229			
Plumbing	48	46			
Property Maint./Site Mgmt.	93	82			
Engineering	41	64			
TOTALS	337	421			

REMARKS:

VILLAGE OF HINSDALE - April 4, 2023

2020

Name	Ticket NO.	Location	Violation	Ord Fine	Result
J&L Hinsdale LLC	12570	336 E. Ogden	Ordinance non-compliance	250	dismissed by judge
Maier, Dale	12560	114 S. Branch	Unsafe structures	250	250
Rush Kids	12561	522 Chestnut	Failure to obtain building permit	250	dismissed by judge
Shah, Deepak	12565	564 N. Lincoln	Property Maintenance violations	500	500

Total: 750 750

TOTAL: 750.00



DATE: May 8, 2023

TO: Thomas K. Cauley, Village President
Village Board of Trustees
Kathleen A. Gargano, Village Manager

FROM: John Giannelli, Fire Chief

RE: Executive Summary - Fire Department Activities for April 2023

In summary, the Fire Department activities for **April 2023** included responding to a total of **203** emergency incidents. There were **31** fire-related incidents, **125** emergency medical-related incidents, **15** emergency/service-related incidents and **32** mutual aid responses.

This month, the average response time from receiving a call to Department crews responding averaged **56** seconds. Response time from receiving a call to Department crews arriving on the scene was **4** minutes and **23** seconds.

In the month of **April**, there was **\$1,000** in loss due to fires in Hinsdale. Members were called to assist Burr Ridge, Clarendon Hills, Indian Head Park, La Grange, Oak Brook, Western Springs, and Wheaton.

In the month of **April**, Chief Giannelli and Deputy Chief Carlson covered short shifts due to shift staffing shortages. The total hours covered were **64**, thereby saving the Village an estimated **\$3,840** in overtime.



Hinsdale Fire Department – Monthly Report

April 2023



Emergency Response

In April, the Hinsdale Fire Department responded to a total of 203 requests for assistance. There were 36 simultaneous responses and one train delay this month. Department responses are divided into four basic response categories (Fire, Ambulance, Emergency and Mutual Aid Related):

Type of Response	April 2023	April 2023 % of Total	Three Year Average April 2020-2021-2022
Fire: (Includes incidents that involve fire, either in a structure, in a vehicle or outside of a structure, along with activated fire alarms and/or reports of smoke)	31	15%	43
Ambulance: (Includes ambulance requests, vehicle accidents and patient assists)	125	62%	113
Emergency: (Includes calls for leaks and spills, hazardous material response, power lines down, carbon monoxide alarms, trouble fire alarms, house lock outs, elevator rescues, and other service related calls)	15	7%	30
Mutual Aid Responses: (Includes mutual aid fire, ambulance and emergency responses to areas outside of Hinsdale)	32	16%	*Included in fire, ambulance and emergency totals prior to 2023
Simultaneous: (Responses while another call is on-going. Number is included in total)	36	18%	27
Train Delay: (Number is included in total)	1	<1%	1
Total:	203	100%	186

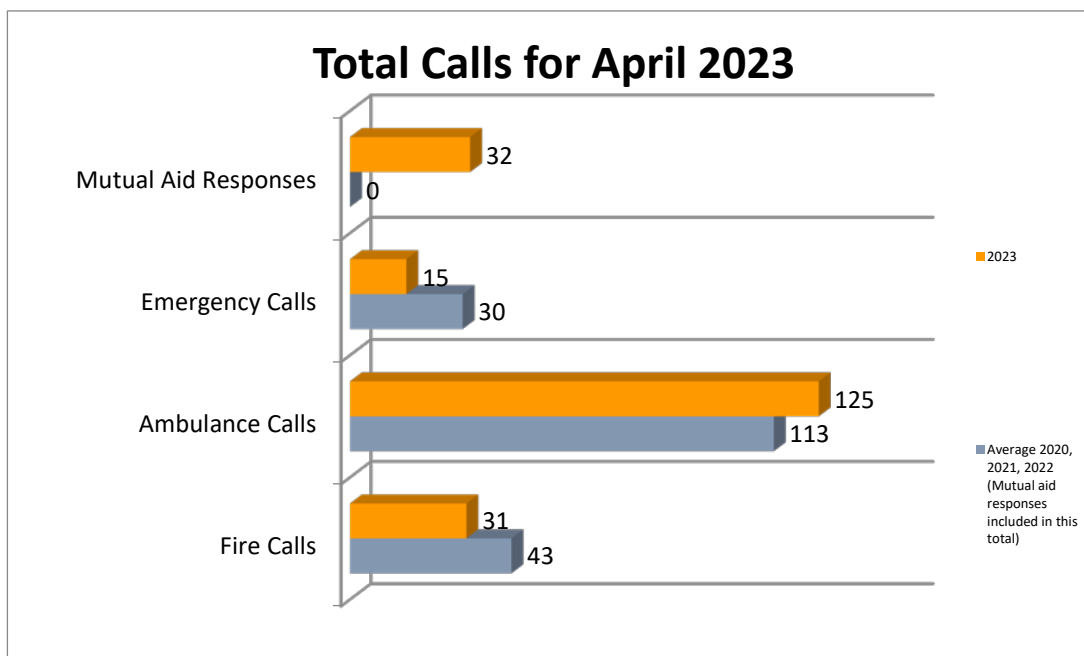
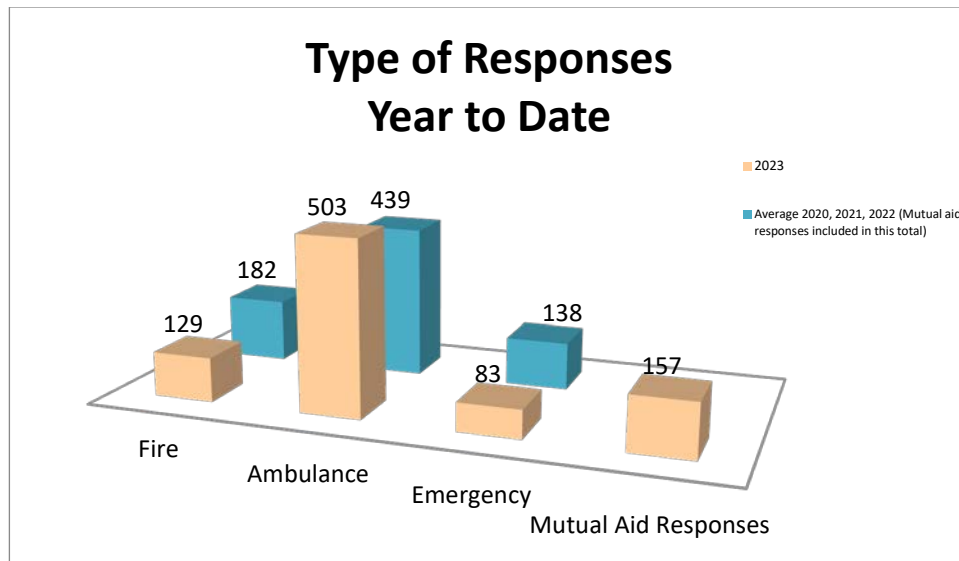
Year to Date Totals

Fire: 129	Ambulance: 503	Emergency: 83	Mutual Aid: 157
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2023 Total Calls: 872	2020-21-22 Average Total Calls: 759
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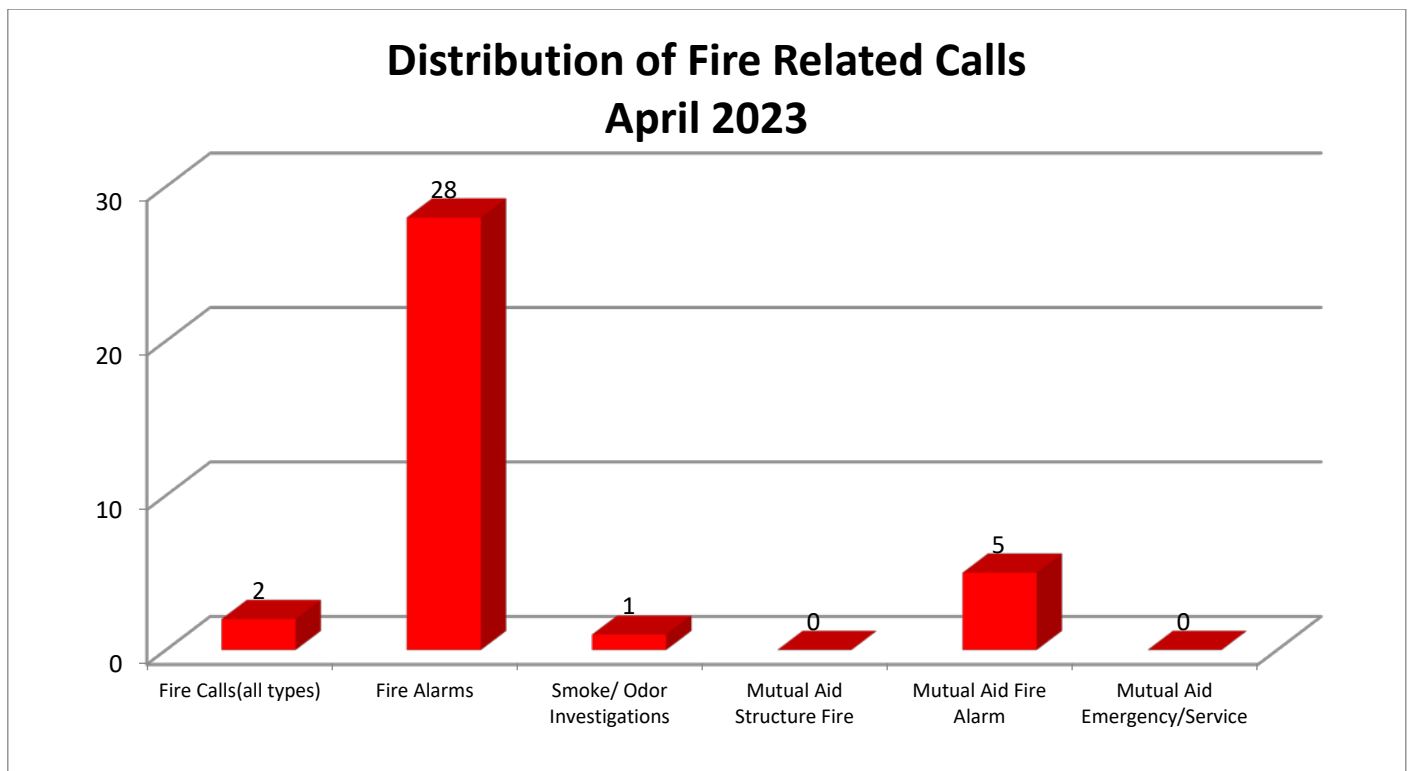
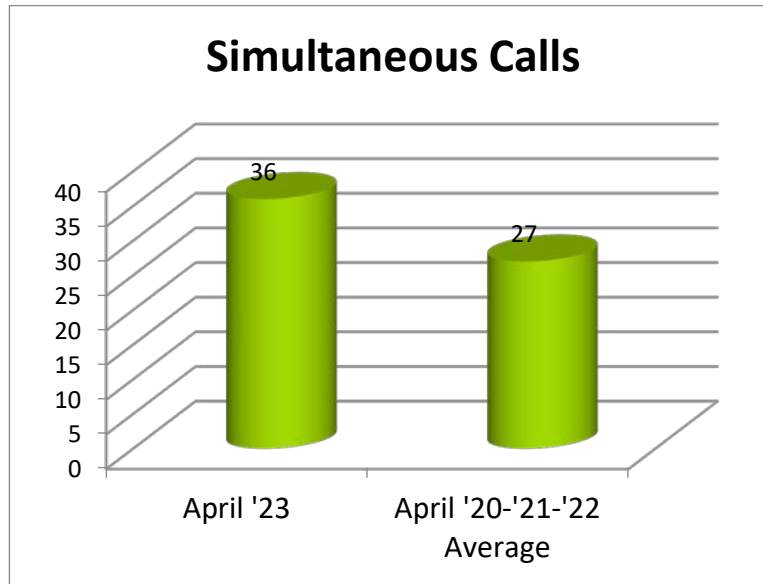


Emergency Response





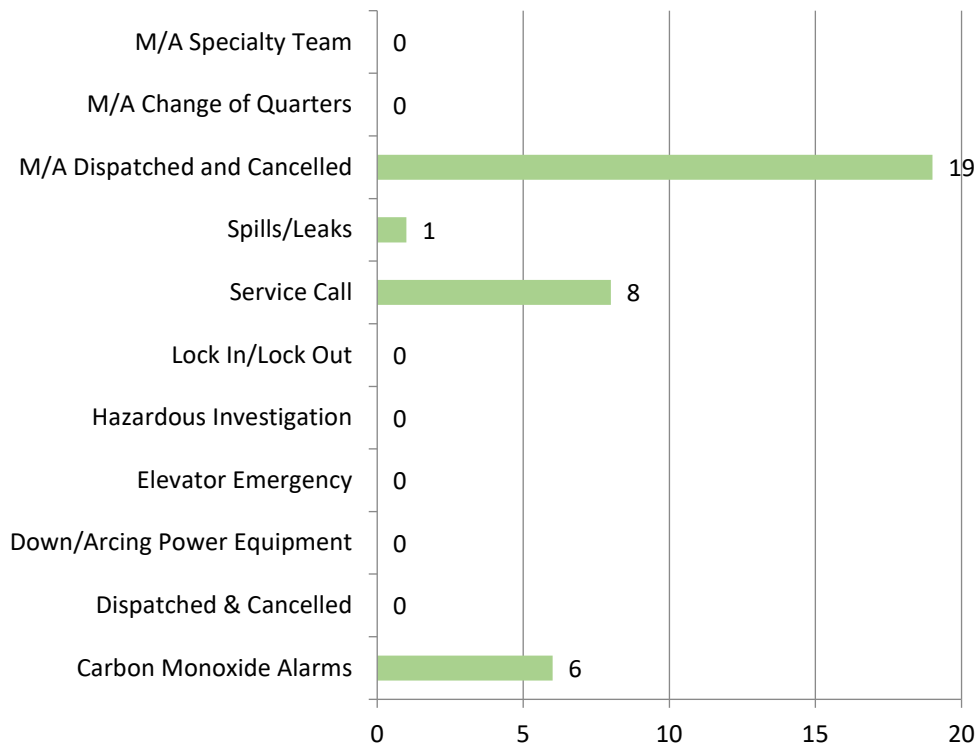
Emergency Response



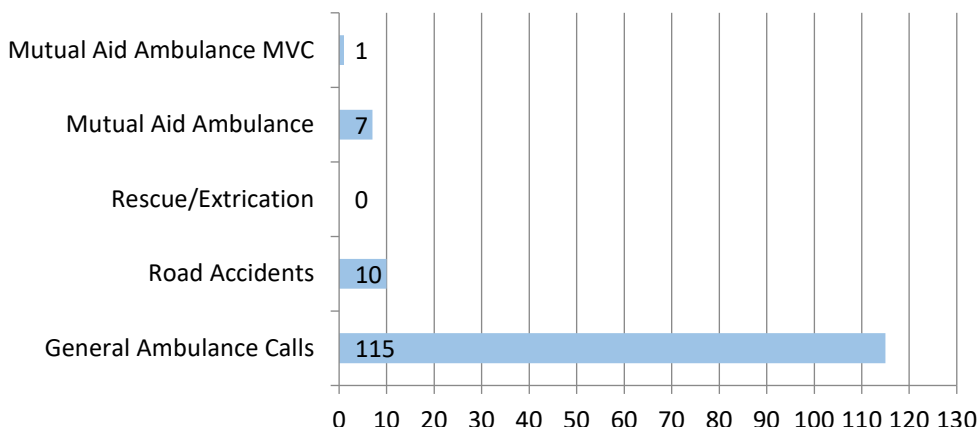


Emergency Response

Distribution of Emergency Related Calls April 2023



Distribution of EMS Related Calls April 2023





Incidents of Interest

Date & Call #

04/17/2023

23-0793-

Gold shift members responded for an unknown outside fire. The resident heard a buzzing and saw a flash of fire at the neighbor's patio area. Upon inspection, charring was found to an outside electric conduit that had been cut. The picture to the right shows charring to this area. E84 crew members used an alternating current "hot stick" detector and found the wires in the conduit to be live. Fire Department members shut off the main breaker at the electric panel. However, this did not shut the power off outside. ComEd arrived and pulled the meter to the house which successfully shut down



power to the outside conduit. The homeowner was advised to call an electrician to restore power to the house. Community Development will follow-up to make sure it is corrected.

04/28/2023

23-0860-

Red shift members responded for a fire in an outdoor grill. The homeowner started the grill and heard an unfamiliar sound; he observed fire under the grill involving the propane cylinder. The homeowner used an ABC extinguisher to control the fire. Members completed extinguishment with a CO2 extinguisher and removed the propane cylinder. They cooled the cylinder and found that it was leaking at the valve. Members monitored the cylinder and immediate area until it was no longer a flammable hazard. We assisted in properly disposing of the defective cylinder. The damage was limited to the grill, which was valued at \$1,000 dollars.



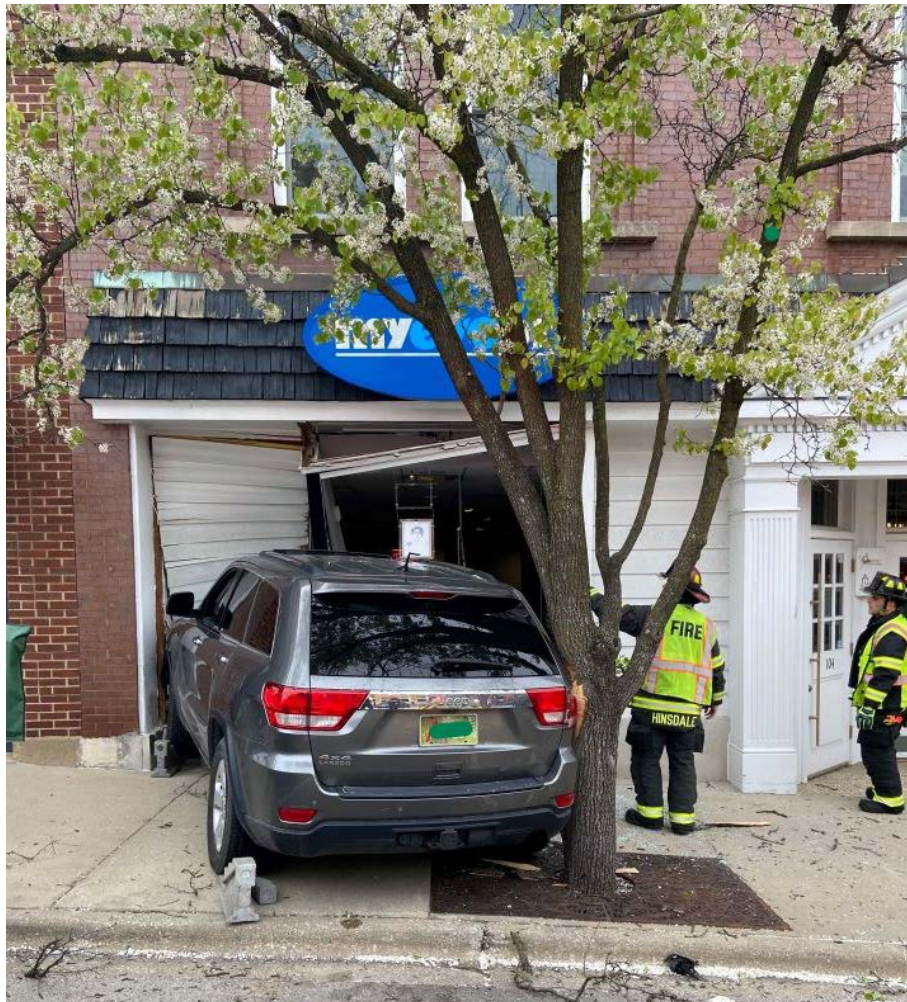
Incidents of Interest

Date & Call #

04/28/2023

23-0857-

Red shift members responded to the scene for the report of a vehicle that drove into the storefront at 104 South Washington Street. Upon arrival, a SUV had collided into the front display window of an optometrist office. Members assessed the driver who did not have any injuries. No one inside the building was injured. Members also stabilized the car and evaluated the stability of the building. The fire department worked with Hinsdale Police, Community Development and the building owner to ensure people's safety in the building and surrounding area. They contacted a board up company to close the damaged opening.





Training/Events

In addition to daily training in EMS, technical rescue, hazardous materials, firefighting, and vehicle checks, members completed the following specialized training:

Members completed Nicor Gas Residential Overview and Emergency Response Procedures training, BNSF Railway Overview and Railway Derailment, Hazmat, and Fire Responses training, Lithium Ion Battery Hazmat Drill training, and Illinois Department of Transportation (IDOT) Emergency Management training.

Members of the department also trained in live fire situations during drills at the Darien burn tower. During these live fire emergency simulations, members of the department demonstrate skills involved in responding to an actual fire call, including hose deployment, fire hydrant attachment, breaking down doors, cutting through rebar, and climbing aerial ladders to rescue victims from a burning building.



The photos above were taken during live fire training at the burn tower in Darien.



Public Education/Community Engagement

Public education and community engagement activities are consistently a focal point of the Hinsdale Fire Department. It is with great pride that the members of the department represent the Village in various ways throughout the community. In the month of April, activities included the Little Adventurers Vehicle visit at Fil-Am Seventh-Day Adventist Church and a visit to St. Isaac Jogues Catholic Church where the department answered interview questions submitted by sixth grade students. Members of the department also conducted an infant first aid safety program for a group of 20 girls hoping to babysit this summer. Another highlight from the month of April was a visit to the Fire Department from Brownie Girl Scout Troop 56415. This young group of Hinsdale residents and their leaders applied for and received a grant allowing them to generously purchase Teddy Bears for the Fire Department to carry on their vehicles and give to pediatric patients during emergency calls. During their visit the troop members also received a tour of the station.



Pictured above is Brownie Girl Scout Troop 56415 during their visit to the Hinsdale Fire Department for a tour and to drop off Teddy Bears donated by the troop for pediatric patients.



Fire Prevention & Safety Education

- The Bureau continues to schedule and conduct annual inspections and testing in addition to plan reviews.
- The Bureau continues to work with businesses to ensure their alarm status are in service.

Inspection Activities

April 2023 had a total of 74 Fire Inspection Activities:

Inspections - 26

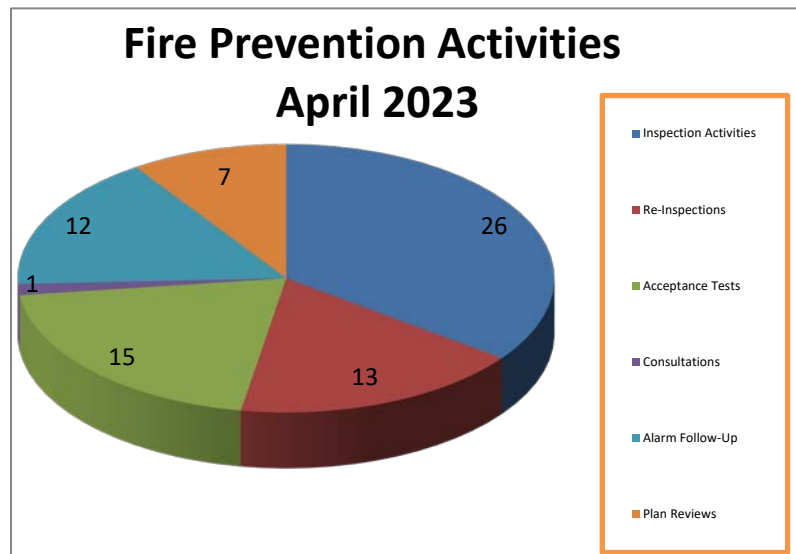
Re-Inspections - 13

Acceptance Test - 15

Consultations - 1

Alarm Follow-Up - 12

Plan Reviews - 7



\$3,254.00 in inspection fees were forwarded to the Finance Department for the month of April.