



MEETING AGENDA

PLAN COMMISSION
Wednesday, August 9, 2023
7:30 p.m.

MEMORIAL HALL – MEMORIAL BUILDING
19 East Chicago Avenue, Hinsdale, Illinois 60521
(Tentative & Subject to Change)

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT (Non-Agenda Items)

4. APPROVAL OF MINUTES – July 12, 2023

5. FINDINGS AND RECOMMENDATIONS

- a) Case A-07-2023 – 830 N. Madison Street – Salt Creek Club – Exterior Appearance and Site Plan Review to allow for the installation of two (2) paddle tennis courts on top of existing sports courts and the construction of a patio at 830 N. Madison Street in the OS Open Space District

6. SCHEDULING OF PUBLIC HEARINGS – No discussion will take place regarding the requested applications except to determine a time and date for the public hearing – The next regular Plan Commission meeting is scheduled to take place on Wednesday, September 13, 2023

- a) Case A-38-2022 – Vine Street Station – Planned Development Detailed Plan, Exterior Appearance and Site Plan Review, Map Amendment, Tentative and Final Plat of Subdivision, and Sign Permit Review to allow for the development of twelve (12) age-restricted lifestyle housing units within an existing building located at 125 S. Vine Street – Request by Holladay Properties Services Midwest, Inc.

7. ADJOURNMENT

Public comments are welcome on any topic related to the business of the Commission at Regular and Special Meetings during the portion of the meeting devoted to a particular agenda item, or during the period designated for public comment for non-agenda items. Individuals who wish to comment must be recognized by the Chairperson and then speak at the podium, beginning by identifying themselves by name and address. All members of the public are requested to keep their written comments or testimony to three pages or less, and speakers are requested to keep their live comments or testimony to five minutes or less. Submissions or comments exceeding those limits may, if time allows and at the discretion of the Chairperson, be presented after all others have had an opportunity to testify, comment or have their comments read. Matters on this Agenda may be continued from time to time without further notice, except as otherwise required under the Illinois Open Meetings Act.

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 contact Andrianna Peterson, ADA Coordinator at 630-789-7005 to allow the Village of Hinsdale to make reasonable accommodations for those persons. Additional information may be found on the Village's website at www.villageofhinsdale.org

**VILLAGE OF HINSDALE
PLAN COMMISSION
MINUTES OF THE MEETING
Wednesday, July 12, 2023**

The regularly scheduled meeting of the Village of Hinsdale Plan Commission was called to order by Chairman Cashman, in Memorial Hall of the Memorial Building, 19 E. Chicago Avenue, Hinsdale, IL on Wednesday, July 12, 2023 at 7:32 p.m., roll call was taken.

PRESENT: Commissioners Laurel Haarlow, Gerald Jablonski, Julie Crnovich, Anna Fiascone, Scott Moore, and Chairman Steven Cashman

ABSENT: Commissioners Cynthia Curry, Jim Krillenberger, and Mark Willobee

ALSO PRESENT: Bethany Salmon, Village Planner, Robert McGinnis, Director of Community and Development, Michael Marrs, Village Attorney

Public Comment on Non-Agenda Items

Chairman Cashman asked for public comments. There were no public comments pertaining to non-agenda items.

Approval of Minutes – May 22, 2023 and June 14, 2023

Hearing no comments, a motion was made by Commissioner Moore, seconded by Commissioner Crnovich, to approve the May 22, 2023 and June 14, 2023 draft minutes as submitted. The motion carried by the roll call vote of 6-0 as follows:

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

Findings and Recommendations

a) Case A-9-2023 – 11 Salt Creek Lane – MedProperties – Exterior Appearance and Site Plan Review to Allow for Changes to the Existing Building Elevation, Landscape Plan, and Site Plan at 11 Salt Creek Lane in the O-3 General Office District

Hearing no comments, a motion was made by Commissioner Moore, seconded by Commissioner Crnovich to approve Case A-9-2023 – 11 Salt Creek Lane – MedProperties – Exterior Appearance and Site Plan Review to Allow for Changes to the Existing Building Elevation, Landscape Plan, and Site Plan at 11 Salt Creek Lane in the O-3 General Office District. The motion carried by a roll call vote of 4-0 as follows:

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

Public Meetings

a) Case A-07-2023 – 830 N. Madison Street – Salt Creek Club – Exterior Appearance and Site Plan Review to allow for the installation of two (2) paddle tennis courts on top of existing sports courts and the construction of a patio at 830 N. Madison Street in the OS Open Space District

Pete Coules, the attorney representing Salt Creek Club, was present to provide an overview of the application and address some concerns discussed at the Plan Commission meeting on June 14, 2023. At the last meeting, Mr. Coules stated that the existing paddle court lights had shields on them. Mr. Coules reported that since the June meeting he discovered that the shields had been removed at some unknown point in time. Village staff visited the site and viewed the shields to be re-attached to the existing paddle court poles to re-direct the light downward and not outward. Mr. Coules confirmed that the new lights will have the same approved shields as the existing lights and that the installation of shields on all the lights can be a condition of approval.

Mr. Coules said that manual two (2) hour hand-cranked timers will be installed on all existing and new lights to address the concerns of the existing timer with an on/off switch.

Mr. Coules stated that KLM and other parks and clubs with paddle ball have operation hours of 7:00 a.m. to 10:30 p.m. The Salt Creek Club is not asking for any hours of operation that fall outside of hours already approved for Village properties and the manual timers will prevent courts being lit after hours if a member forgets to hit the off switch.

It was stated that cones and signs to prevent parking along the sidewalk on Madison Avenue are posted on event days. Mr. Coules stated that there are only 3-4 times a year that the club holds swim meets during the day time hours when parking is a concern. The Club will continue to follow this process and it was confirmed that there are no paddle ball or evening events resulting in parking concerns.

Mr. Coules stated that, in order to address the concern of noise from lawn maintenance equipment, compliance with the Village work hours of an 8:00 a.m. start time can be added as a condition of approval.

Mr. Coules expressed that Salt Creek Club has adequately addressed the concerns discussed at the last meeting and wants to be a good neighbor as they continue a legal, non-conforming use on the property.

Commissioner Haarlow confirmed that the new light poles will be the same height as the existing light poles. She stated she liked the idea of re-using existing impermeable courts. Commissioner Haarlow asked if the new impermeable patio was going to be installed on sand. Mr. Bob Crane, of Salt Creek Club, stated that the proposed patio is the standard paver patio system, the same as what is already installed at the front of the property and water trickles through the pavers. It was confirmed that the large, existing asphalt area to the north was not used for parking but for pickle ball.

Commissioner Jablonski did not have any questions.

Commissioner Crnovich stated that she appreciated the changes made. She stated that her concerns were that the additional lights would encroach onto neighboring properties and asked if the lights could go off at 10:00 p.m. Mr. Charlie Usher stated that, with the number of players in the men's group, a 10:00 p.m. cut off time would make them different from other facility hours in the area and it would not work without reducing the number of league members to provide adequate play time. Mr. Usher stated that there is tremendous growth in the women's leagues that require a minimum start time of 7:00 p.m. due to family constraints.

Commissioner Crnovich asked if there could be a screen like the berm installed at KLM. Mr. Usher stated that from Bonnie Brae, the courts are not able to be seen or heard due to the screening provided by the clubhouse and landscaping. Mr. Usher stated that there is also a twenty (20) foot berm on the east side of the property so the courts can't be seen or heard from Madison Street.

Commissioner Crnovich stated that she was concerned about the amount of light visible in the photographs shared at the last meeting.

Mr. Coules stated that the photos showed the light going across the property because the shields were not installed. With the shields installed, the light would no longer travel across the property but go downward instead. Mr. Crane added that the photos shown only depicted Court One, but Courts Five and Six were not visible behind the clubhouse. The new courts would be in line with those existing courts and the light screen would be visible but the glare will be blocked. Mr. Usher stated the courts are a block away from Bonnie Brae and Madison and the street lights would be similar.

Commissioner Crnovich stated that although she appreciated the other concerns were addressed, the neighbors concern over lighting was important. Mr. Coules stressed the light visible in the photos came from one existing court with unshielded lights. All of the other court lights are blocked by the building and the light visible in the photo will be reduced once the shields are installed.

Commissioner Haarlow asked why the shields were removed from the existing lights. Mr. Usher stated they were removed for the same reason the shields were removed from KLM, shielded lights are not as good for playing. It was restated that the shields would be re-installed on existing lights and the new lights would also be shielded.

Commissioner Fiascone asked if the new crank timer was activated at 10:30 p.m., would the lights remain on for another two (2) hours. Mr. Crane stated that if the crank timer was activated at 10:30 p.m., then the main power override would prevent the lights from illuminating beyond 10:30 p.m. and that the lights would not go back on until 5:45 a.m. when the main power went back on, as it did with the previous court timer system.

Commissioner Moore asked if the power on time could be moved to sun-rise or 6:30 a.m. instead of 5:45 a.m. because the light in the early morning hours was the most problematic to the neighbors. Mr. Crane was agreeable to moving the power on time to a later morning hour desired by the Commission.

It was noted that the application packet stated that they have agreed to a 7:00 a.m. power on time for the lights. Commissioner Moore clarified that the items agreed to include: 1.) The power on times for all lights are from 7:00 a.m. to 10:30 p.m.; 2.) Shrouds/shields are to be installed on all of the lights; and, 3.) A crank timer be installed on all of the courts with the master override to occur between 7:00 a.m. to 10:30 p.m.

Chairman Cashman expressed appreciation for the Club agreeing to install the shields on all of the lights, the restriction of the hours of illumination, the new crank timers, and being sensitive to the neighbors when large events take place. He invited anyone from the public that wished to speak up to the podium.

Vince Tessitore, representing Kal and Maria Shakir, residents of 543 Bonnie Brae Road present at the June 14, 2023 meeting, addressed the Commission. Mr. Tessitore thanked staff for quickly reaching out to him to explain the zoning history and legal nonconforming use. Mr. Tessitore also expressed appreciation for the changes the applicant made but noted no concessions were made to address noise concerns.

Mr. Tessitore stated that Section 7-3-1 of the Village Code requires all public parks to be closed at 10:00 p.m. with the exception of KLM for six (6) months out of the year. It was noted that the hours of operation of Salt Creek and Village parks were in conflict of those hours with a 10:30 p.m. shut off time. Mr. Tessitore made the request that the shut off time be at least 10:00 p.m. to be consistent with the Village ordinance.

Mr. Tessitore stated that part of the conditions of approval should include some type of noise barrier because the sound of pickle ball courts can be heard blocks away and this has been documented by recent media reports from other Chicago area communities.

Staff confirmed that the Village park lights do turn off at 10:00 p.m. with the exception of KLM. Due to a separate agreement with the Hinsdale Paddle Tennis Association approved by the Village Board, KLM paddle tennis lights are allowed to be lit until 10:30 p.m. all year round. Staff was unable to confirm a time for Burns Field.

Mr. Usher stated that play time ended at 10:30 p.m. for the Burns Field courts in the past. Mr. Coules added that this application includes a proposal for two (2) courts located further away from the Shakir residence for paddle tennis, which produce significantly less noise than pickle ball.

Mr. Marrs clarified that the request at hand. A discussion followed by staff and the Commission about the process to evaluate the consistency of the Village Code. Chairman Cashman confirmed that part of the findings can be to direct the Village Board to have the parks be consistent with the Code.

Commissioner Crnovich asked who residents could reach out to at Salt Creek Club when problems arise. The Club president, Janeen Baird, stated that three (3) attempts were made to meet with the concerned neighbors. A meeting date was confirmed on a Sunday morning and the residents did not show up.

A motion was made by Commissioner Jablonski, seconded by Commissioner Moore, to approve Case A-07-2023 – 830 N. Madison Street – Salt Creek Club – Exterior Appearance and Site Plan Review to allow for the installation of two (2) paddle tennis courts on top of existing sports courts and the construction of a patio at 830 N. Madison Street in the OS Open Space District with the conditions of shields on all lights, the new manual timers, hours of operation from 7:00 a.m. to 10:30 p.m. and the recommendation that the Village Board investigates the consistency of operational hours across the parks. The motion carried by a roll call vote of 6-0 as follows:

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

*Counted with the majority as an aye vote by operation of law.

Sign Permit Review

a) Case A-25-2023 – Sign Permit Review – 14 Grant Square, Suite B – Jocelyn D Jewelry – Installation of One (1) Wall Sign

Rafael Murillo, from Jocelyn D. Jewelry, stated the box sign would measure 96" by 15" and contain channel letters. The sign text will measure 94.63" by 12", will be ten (10) square feet in area, and meets the sign code. The letters are halo-lit and the color is charcoal, which will match the surrounding business signs in the shopping center.

Commissioner Moore confirmed the proposed sign looks very much like the existing, in size and structure. The Commission did not have any further questions and agreed it looked great.

A motion was made by Commissioner Fiascone, seconded by Commissioner Crnovich, to approve Case A-25-2023 – Sign Permit Review – 14 Grant Square, Suite B – Jocelyn D Jewelry – Installation of One (1) Wall Sign. The motion carried by a roll call vote of 6-0 as follows:

AYES:	Commissioners Haarlow, Jablonski, Crnovich, Fiascone, Moore, and Chairman Cashman
NAYS:	None
ABSTAIN:	None

ABSENT: Commissioner Curry, Krillenberger, and Willobee

Adjournment

Chairman Cashman asked for a motion to adjourn. A motion was made by Commissioner Fiascone, seconded by Commissioner Jablonski, to adjourn the regularly scheduled meeting of the Village of Hinsdale Plan Commission of the July 12, 2023.

The meeting was adjourned at 8:07 P.M. after a unanimous voice vote of 6-0.

ATTEST: _____
Jennifer Spires, Community Development Office

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

APPLICATION: Case A-07-2023 – 830 N. Madison Street – Salt Creek Club – Exterior Appearance and Site Plan Review to allow for the installation of two (2) paddle tennis courts on top of existing sports courts and the construction of a patio at 830 N. Madison Street in the OS Open Space District

PROPERTY: 830 N. Madison Street (PIN: 09-02-207-001)

APPLICANT: Salt Creek Club

REQUEST: Exterior Appearance and Site Plan Review

PLAN COMMISSION (PC) REVIEW: June 14, 2023 / July 12, 2023

BOARD OF TRUSTEES 1ST READING: August 15, 2023

SUMMARY OF REQUEST: The Village of Hinsdale received an application from Salt Creek Club requesting approval of an Exterior Appearance and Site Plan Review to allow for the construction of two (2) paddle tennis courts on top of existing sports courts and a patio.

Salt Creek Club is an existing legal non-conforming private membership sports and recreation club located at 830 N. Madison Street in the OS Open Space District. The property is surrounded by single-family detached homes in the R-2 Single-Family Residential District to the north, south, and east. Open space and floodplain on property owned by IBLP, a membership organization, is located to the west in the R-2 Single-Family Residential District. The subject property is located within 250 feet from a single-family zoning district and therefore public meeting notices via the newspaper, certified mail, and signage were required for this project.

There are currently twelve (12) tennis courts, four (4) paddle tennis courts, five (5) sports courts, an outdoor pool, and two (2) clubhouses on site. The existing site is non-conforming with respect to several bulk requirements for the OS District, such as yards and setbacks. No changes are proposed to the building elevations, parking, or signage as part of this project.

The proposed project meets all current Zoning Code requirements. The two (2) new paddle tennis courts will be located directly on top of existing sports courts, to the north of two (2) existing paddle tennis courts (Courts #3 and #4) and paddle court clubhouse. Each court will be constructed with eight (8) lights, 1" hex wire fencing, aluminum decking, and wood stairs. The proposed courts will be substantially setback from adjacent single-family residential properties and will have an overall height of 24 feet, measured from adjacent grade to the top of the light fixtures. The photometric plan shows 0 or 0.1 footcandles at the lot line resulting from the new platform tennis courts. The lights will have a color temperature of 5000K, which according to the applicant is the industry standard for platform tennis lighting. Per the revised changes agreed upon by the applicant, the lights for both the existing and proposed paddle tennis courts will be placed on a timer system that will provide power between 7:00 a.m. and 10:30 p.m. Additionally, a new 2-hour timer switch will be installed on all existing and proposed light court switches to prevent the lights from remaining on past 2-hours when the courts are not in use.

A 1,485 square foot patio constructed of a gray Unilock Bristol Valley paver is also proposed to the east of the existing paddle tennis courts (Courts #3 and #4). Existing arborvitaes will be removed to provide pedestrian access between the paddle tennis courts, clubhouse, and viewing patio. The existing evergreen trees planted along the east side of the paddle tennis courts will be relocated elsewhere on

site to allow for people on the patio to view the courts. A section of existing chain link fence will be relocated several feet over to the east. A natural gas fire feature will be installed in the center of the patio. Two (2) of the three (3) existing curved retaining walls will be removed. Two (2) new retaining walls constructed of a Granite gray colored Unilock Pisa 2 block walls will be installed on the east and west sides of the patio.

PUBLIC MEETING SUMMARY AND FINDINGS: The application request for an Exterior Appearance and Site Plan Review was reviewed by the Plan Commission at public meetings held on June 14, 2023 and July 12, 2023, as summarized below:

Plan Commission Meeting – June 14, 2023: Peter Coules, of Donatelli & Coules, the project attorney, provided over an overview of the application to the Plan Commission. Al Stradel and Robert Crane, representing Salt Creek Club, were also in attendance and answered questions from the Commission. Staff received an email from Jeffrey Allen, a resident at 915 N. Madison Street, several hours before the public meeting that stated opposition to Salt Creek Club and cited various property maintenance issues. Village staff stated they will investigate these complaints and address items after the meeting.

Two members of the public, Maria and Khaldoon Shakir that live at 543 Bonnie Brae Road to the south of Salt Creek Club, were present at the meeting and stated concerns over the Club operations and proposed project. Mr. and Ms. Shakir discussed issues with the existing and proposed paddle tennis court lights with regard to the height and visibility from their property, the current and proposed lighting timer system for the courts, noise complaints, lack of parking on site contributing to overflow parking on Madison Street and vehicles parking on the public sidewalk during events, the hours of operation, the Club leaving their gates open at night, and drainage and existing concerns. Mr. and Ms. Shakir showed past photos of the existing paddle tennis court lights from their property to the Commission and asked the height of the lights be lowered, a soundproof fence be installed, the Club close on Sunday, and that the Club only be open 9 a.m. to 9 p.m.

The applicant confirmed that the photometric plan met Village code requirements, the height of the proposed paddle tennis light poles is the same as the height of the current light poles, the 200-watt LED lights on the existing paddle tennis courts are not currently shielded, only the new court lights will have shields installed, only Club staff can turn the lights on or off from a locked room in the clubhouse, and the existing lights are set to turn on at 6 a.m. and turn off at 10:45 p.m. The applicant also confirmed the Club currently has 350 members and that the addition of two (2) new paddle tennis courts would not result in more members. The Club also uses no parking signs on Madison Street during large events.

There was a discussion over the proposed patio. Mr. Coules stated that the patio is intended for people watching players in the paddle tennis courts or waiting to use the courts. The area was not intended for entertaining or parties, even though there will be a fire feature and will allow people to gather around.

There was further discussion over past efforts to meet with the neighbors, required notice provided for this project, hours of operation, noise from the club and landscaping equipment, police complaints, the lights and the timer system, and parking. Commissioners agreed that the Club should look into these neighbor concerns, meet with residents, and return to the Plan Commission. Commissioners noted they did not want to approve a plan that exacerbates current issues and that the Club should look into overall lighting on site as the submitted photometric plan only shows the proposed lights for the new courts.

Commissioners recommended that the applicant come back to the next meeting to provide additional time to provide light shields on the existing paddle tennis courts, look into a new lighting timer system with manual switches where the lights would turn off when the courts are not being used in addition to timed specified hours, investigate overflow parking options during large events, such as tennis events and swim meets, at the nearby IBLP property or the Bronswood Cemetery or other options to eliminate parking issues.

By a vote of six (6) ayes and zero (0) nays, with three (3) absent, the Plan Commission voted to continue the project to the July 12, 2023 meeting.

Plan Commission Meeting – July 12, 2023: Peter Coules, of Donatelli & Coules, the project attorney, as well as Al Stradel, Robert Crane, Charlie Usher and Janeen Baird, representing Salt Creek Club, were in attendance and answered questions from the Commission. Vincent Tessitore, the attorney representing Maria and Khaldoon Shakir that live at 543 Bonnie Brae Road, was present at the meeting on behalf of his clients and had sent a letter to staff on July 8, 2023 prior to the meeting to express concerns related to the project.

Mr. Coules provided an overview of the changes made to the plans based on the feedback provided at the June 14, 2023 Plan Commission meeting, included in the packet for review:

- Paddle Tennis Court Light Shields: In addition to installing shields on the lights for the two (2) new paddle tennis courts, Salt Creek Club will also install matching shields on all of the lights on the existing four (4) paddle tennis courts.
- Lighting Timer System: All paddle tennis courts lights will be connected to a timer system that allows for the lights to be powered between the 7:00 a.m. and 10:45 p.m. Additionally, a new 2-hour timer system will be installed on all existing and proposed light court switches to prevent the lights from remaining on when the courts are not in use past a 2-hour period.
- Hours of Operation: Salt Creek Club has provided the hours of operation for different areas of the Club, which vary depending on the season. Mr. Coules stated that other properties in the Village with paddle tennis like KLM are allowed to operate until 10:30 p.m., so they are consistent with these requirements.
- Parking: To assist with parking concerns raised on Madison Street, Salt Creek Club will place temporary “No Parking on Sidewalk” signs during large events. Photos were included in the packet showing the signs during a recent event.
- Landscaping Maintenance: Salt Creek Club confirmed that they will not use gas-powered landscaping maintenance equipment before 8:00 a.m. Per Section 9-12-2 of the Village Code, gasoline powered landscaping maintenance equipment, including, without limitation, leaf blowers, lawn mowers, chain saws, trimmers, edgers, and the like, may be used only between the hours of 8:00 a.m. and 8:00 p.m.

In response to the letter sent to the Village prior to the meeting, Mr. Coules stated that the property is not subject to a special use permit and is considered a legal non-conforming use that was existing prior to the adoption of the current Zoning Code. He stated several items in the letter were not applicable and have been corrected, and the purpose of the current application is to review the proposed paddle tennis courts and patio.

Commissioner Haarlow asked if the height of the new lights was to be the same as the height of the existing lights. Mr. Coules confirmed they were the same height. Commissioner Haarlow said she liked that this project was located on top of the existing sports courts and therefore did not add impervious surface for the proposed paddle courts. Commissioner Haarlow asked if the proposed patio was impervious. Mr. Crane stated the the proposed patio was a standard paver patio and will be the same system used elsewhere on site, where the water permeates through. It was confirmed that the existing sports courts north of the proposed paddle tennis courts are currently used for pickle ball.

Commissioner Crnovich appreciated the changes to the application, but stated concerns over the existing light impacts to neighboring properties. She stated she believed the court lights at KLM and Burns Field were on until 10:30 p.m., and the field lights at Veeck Park and Peirce Park were turned off at 10 p.m.

Commissioner Crnovich asked if Salt Creek Club would be willing to turn the lights off earlier than 10:45 p.m., to which the applicants agreed to turn the lights off at 10:30 p.m. Mr. Coules stated 10 p.m. was too early for most club members that travel to the facility.

Mr. Usher stated he is currently the head of the men's paddle tennis league at Salt Creek Club and provided an overview of the operations of the league. He stated the league operates on Tuesday, Wednesday, and Thursday nights and there are approximately 5,000 people involved in the league, and because of the high involvement in the league, the courts are already stacked up with people waiting to play. Reducing the hours and available court time would run the risk of not allowing people to be involved in the league. Mr. Usher stated it would not match other similar clubs in the area and the growth in paddle tennis is so great, particularly with the women's league, that caters toward working women that start later at night after work or handling child care.

Commissioner Crnovich then stated that when the paddle tennis courts were approved at KLM there was previously an approved agreement with Burr Ridge due to resident concerns over the lights and noise. She believed that the Village installed a berm as part of that project and asked about screening at Salt Creek Club. Mr. Usher stated they have a large amount of existing screening. The new courts would be blocked from view by the existing paddle tennis clubhouse to the neighbors to the south that live on Bonnie Brae Road and also would not be visible to the east from Madison Street.

Commissioner Crnovich referenced the photographs brought in by the residents at the prior meeting showing the existing lighting and glare visible from their property. There was a discussion over the photos and how the proposed shields to be installed on the existing court lights would help reduce glare and lighting to the property to the south. Mr. Usher then noted that the courts will be over a block away from the existing houses to the south. Commissioner Crnovich then discussed requirements for other projects near residential properties in the Village related to lighting.

Commissioner Haarlow asked if there was a reason why the shields were previously taken off or were not installed on the existing paddle tennis court lights. Mr. Usher said they that light shields were not as good for play on the courts. Mr. Coules confirmed they will be put back on the existing lights.

Commissioner Fiascone thanked the applicants for their revisions and there was a discussion over the light timer system. Mr. Crane stated there will be two systems – one that will be an automatic timer controlling the power to the courts that will turn off the lights at 10:30 p.m., and another that will use the 2-hour hand-cranked timer to help prevent the lights from being turned on when the courts are not in use.

Commissioner Moore asked when the lights will turn on in the morning. There was a discussion over the start time, where it was confirmed that the lights were to turn on at 7:00 a.m.

Chairman Cashman stated he appreciated the changes made since the last meeting to be more sensitive to the neighbors, including the installation of the shields and timers on all lights.

Chairman Cashman then asked if any members of the public wished to speak on the matter.

Vincent Tessitore addressed the Commission and stated he is the attorney representing Maria and Khaldoon Shakir that reside at 543 Bonnie Brae Road and spoke at the prior June 14, 2023 Plan Commission meeting. Mr. Tessitore stated Maria and Khaldoon Shakir were not able to attend the meeting and he sent a letter to the Village prior to the meeting listing several concerns from the residents. Mr. Tessitore noted that Community Development Director Robb McGinnis and Village Planner Bethany Salmon had contacted him to clarify items included in the letter, such as that the property was not a special use and instead was a legal non-conforming use, and that the revised Plan Commission packet included revisions proposed by Salt Creek Club that addressed several concerns from the adjacent residents.

Mr. Tessitore stated that he appreciated the changes by the applicant to address lighting issues, but noted that the revisions did not appear to address any noise concerns.

Mr. Tessitore stated that the paddle tennis court hours proposed were not consistent with Section 7-1-3 of the Village Code, which requires public parks to be open until 10:00 p.m., with one exception for the paddle tennis courts and hut at KLM to be open until 10:30 p.m. for six months out of the year, from October 1 to April 30. He noted that it appears that the courts in other Village parks are open until 10:30 p.m., which conflicts with the Village Code. He requested the hours of operation for Salt Creek Club be limited to 9 p.m., but noted they would like the courts to at least be shut down at 10 p.m. to be consistent with the regulations for other public parks in the Village.

Mr. Tessitore then discussed the noise generated by the courts and stated no sound barriers are proposed to help block sounds to the adjacent residential properties.

Ms. Salmon stated that the Parks and Recreation Supervisor confirmed prior to the meeting that all of the ball field lights turn off at 10 p.m. For KLM, a separate agreement was approved by the Village Board that allows Hinsdale Paddle Tennis Association to operate the paddle tennis courts until 10:30 p.m. all year round. The clubhouse must be closed by 11:30 p.m. Staff was unable to confirm the lighting for the paddle tennis courts at Burns Field prior to the meeting, but stated they will look into this after the meeting. It was also confirmed that Section 7-1-3 of the Village Code only relates to public parks and would not be applicable to Salt Creek Club because it is a private recreation club. The Village attorney Michael Marrs stated that the Village Code can be updated if the Code does not reflect the exceptions allowed in the separate agreement for KLM. Mr. Usher stated he believed they have played until 10:30 p.m. at Burns Field in the past.

Mr. Coules provided clarification on the comments related to noise, stating that the proposed courts are further away from the homes than what currently exists on site and in other Village parks, the courts will be located the distance of a one and a half football fields away, and the proposed paddle ball is less loud than pickle ball that can generate more complaints due to noise.

Mr. Marrs then clarified the request at hand. He noted that the Club has made concessions outside of the proposed project, but the request before the Commission is to install two (2) new paddle courts and this would not relate to shutting the entire club down at a certain point of time. There was then a discussion about the Commission asking the Village Board to look into and consider inconsistencies between the hours of operation and the Village Code requirements at different parks. Mr. McGinnis stated that the Village Code provision looks to have been approved in 2008, so there is a possibility that it was not updated years later when the separate agreement was approved for the Hinsdale Paddle Tennis Association at KLM. Staff can look into this further and make sure the code is updated if there are inconsistencies.

Commissioner Fiascone noted that that the Village Code section would not apply to this case anyway as the code only apply to public parks, not private parks or clubs.

Commissioner Crnovich stated she did not like that the Code was not consistent and there was a discussion that they recommend this be looked into further. Commission Crnovich also recommended that this be looked into for future updates to the Village's lighting code requirements. She stated she would still like the lights to be turned off at 10 p.m. If neighbors have concerns, they can reach out to the General Manager of the Club.

There was a discussion over prior outreach to the neighbors. Ms. Baird stated that she is the current President of Salt Creek Club. The Club tried to meet with the neighbors three times to show them the plans and discuss any concerns, but the neighbors did not show up to agreed upon times.

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 Commission expressed general support for the proposed revisions to the project, including the addition of shields and two timer systems to be installed on all existing and proposed lights for the paddle tennis courts.

A motion to approve the Exterior Appearance and Site Plan Review was made by Commissioner Jablonski and seconded by Commissioner Moore, subject to the following conditions:

1. Shields and timer systems are installed on the existing and proposed paddle tennis court lights
2. The hours of operation for all paddle tennis courts are from 7 a.m. to 10:30 p.m.
3. The Plan Commission also recommended that the Board of Trustees investigate any issues with conflicts related to the hours of operation across public parks in accordance with Section 7-3-1 of the Village Code

The vote carried by a roll call vote as follows:

AYES: Commissioners Haarlow, Jablonski, Fiascone, Moore, and Chairman Cashman

NAYS: None

ABSTAIN: Commissioner Crnovich*

ABSENT: Commissioner Curry, Krillenberger, and Willobee

*The vote by Commissioner Crnovich was counted with the majority as an aye vote by operation of law.

RECOMMENDATIONS: Based on the findings set forth above, the Village of Hinsdale Plan Commission, by a vote of six (6) ayes and zero (0) nays, with three (3) absent, recommended approval of Case A-07-2023 – 830 N. Madison Street – Salt Creek Club – Exterior Appearance and Site Plan Review to allow for the installation of two (2) paddle tennis courts on top of existing sports courts and the construction of a patio at 830 N. Madison Street in the OS Open Space District, subject to the following:

1. Shields and timer systems are installed on the existing and proposed paddle tennis court lights
2. The hours of operation for all paddle tennis courts are from 7 a.m. to 10:30 p.m.
3. The Plan Commission also recommended that the Board of Trustees investigate any issues with conflicts related to the hours of operation across public parks in accordance with Section 7-3-1 of the Village Code

Signed: _____

Steve Cashman, Chair
Plan Commission
Village of Hinsdale

Date: _____



AGENDA ITEM # _____

**PLAN COMMISSION
MEMORANDUM**

DATE: August 4, 2023

TO: Chairman Cashman and Plan Commissioners

CC: Kathleen A. Gargano, Village Manager
Robb McGinnis, Director of Community Development/Building Commissioner

FROM: Bethany Salmon, Village Planner

SUBJECT: Case A-38-2022 – Vine Street Station – Planned Development Detailed Plan, Exterior Appearance and Site Plan Review, Map Amendment, Tentative and Final Plat of Subdivision, and Sign Permit Review to allow for the development of twelve (12) age-restricted lifestyle housing units within an existing building located at 125 S. Vine Street – **Scheduling of a Public Hearing**

FOR: August 9, 2023 Plan Commission Meeting

GENERAL APPLICATION INFORMATION

Applicant: Holladay Properties Services Midwest, Inc.

Addresses & PINs:

- 125 S. Vine Street: Former private school building (PINs: 09-12-110-006; 09-12-110-007)
- 116 S. Grant Street: Single-family home currently serving as a residence for the Church pastor (PINs: 09-12-110-014; 09-12-110-015)
- 204 S. Grant Street: Zion Lutheran Church membership organization building (PINs: 09-12-111-010; 09-12-111-011; 09-12-111-012; 09-12-111-017)

Existing Zoning & Land Uses: Former Private School, Membership Organization, Single-Family Residence in the IB Institutional Buildings District / Zion Lutheran Church Planned Development

Surrounding Zoning & Land Uses:

- North: O-1 Specialty Office District – Office buildings
- South: R-4 Single Family Residential District - Single-family detached homes
- East: O-1 Specialty Office District – Office Buildings; R-4 Single Family Residential District – Single-family detached homes
- West: R-4 Single Family Residential District – Single-family detached homes

APPLICATION SUMMARY

The applicant, Holladay Properties Services Midwest, Inc., requests approval of a Planned Development Detailed Plan, a Map Amendment to rezone 0.61-acres from the IB Institutional Buildings District to the O-1 Specialty Office District, an Exterior Appearance / Site Plan Review, a Tentative and Final Plat of Subdivision, and a Sign Permit Review for Vine Street Station, consisting of twelve (12) age-restricted lifestyle housing units within an existing building located at 125 S. Vine Street and a portion of the adjacent property to the east located at 116 S. Grant Street.

It is requested that the public hearing for this application be scheduled for the next regular Plan Commission meeting on September 13, 2023.

BACKGROUND

On August 16, 2022, the Village Board approved the following ordinances related to this project [Ordinances are available upon request from the Community Development Department]:

- Ordinance No. O2022-21 - A Text Amendment to Sections 6-106 (Special Uses) and 11-603 (Planned Development) of the Zoning Code to allow for Lifestyle Housing as a Special Use and Planned Development in the O-1 Specialty Office District.
- Ordinance No. O2022-22 - A Planned Development Concept Plan and Special Use Permits for a Planned Development and Lifestyle Housing for Vine Street Station. Various waivers to the Zoning Code were granted as part of the approval. The conditions of approval are summarized below:
 - No building permits shall be issued until the Property is rezoned to O-1 District
 - Approval of Detailed and Final Plans for the Planned Development in accordance with subsection 11-603(D)(3) and (D)(4) of the Zoning Code is required
 - No rentals of individual units for a time period of less than six (6) months, with such restriction to be included in the by-laws and rules of the property owners' association and all declarations, covenants, and restrictions to be recorded relative to the Planned Development
 - Second Street is to remain one-way traffic. The Petitioner shall work with the Village to determine any changes to existing street signage as a result of the improvements to the Second Street right-of-way, which entails removal of the non-conforming angled parking spaces and installation of a landscaped parkway with street trees, with the Detailed Plan submittal
 - The Petitioner shall obtain the following approvals to reach the building permitting stage: Planned Development Detailed Plan with Modifications to the Zoning Code; Planned Development Final Plan; Tentative Plat of Subdivision / Final Plat of Subdivision; Map Amendment; and, Exterior Appearance and Site Plan Review
- Ordinance No. O2022-23 - A Major Adjustment to the Zion Lutheran Church Planned Development to remove 0.61-acres from the existing 1.96-acre Planned Development located in the IB Institutional Buildings District. The 0.61-acres included 125 S. Vine Street, the former private school building, and a portion of 116 S. Grant Street, the single-family home currently used as the Pastor's residence. The shared rear lot line between these two properties will be relocated 56.6 feet to the east, reducing the lot size and lot depth of 116 S. Grant Street. Approval of a Tentative and Final Plat of Subdivision is included as part of the current application request. With the approval of the Major Adjustment, the 1.34-acre Planned Development now includes only 204 S. Grant Street and 116 S. Grant Street. New modifications to the Zoning Code were also approved as part of this request and all waivers previously granted were approved to continue in full force and effect, unless no longer required.

The applicant has made the following changes to the plans for Vine Street Station since the approval of the Planned Development Concept Plan:

- Interior Parking Garage / Parking - Minor adjustments have been made to the interior parking garage to meet Zoning Code requirements for parking space and drive aisle dimensions. There is no change to the overall number of parking spaces (twenty-five (25) spaces). The applicant originally proposed a reduction to the required width of all parking spaces from 9 feet wide to 8 feet wide as well as a reduction to the required drive aisle width in the parking garage from 24 feet to 20 feet 2 inches. Under the revised plans, the applicant is no longer proposing these waivers to the Zoning Code.

- Loading Space - The applicant has removed one (1) loading space originally located in the exterior parking lot to allow for an access door into the interior parking garage. A waiver is requested to allow for zero (0) loading spaces on site.
- Outdoor Open Spaces - Revisions have been made to the layout and design of the outdoor open spaces. An outdoor TV is proposed in the private courtyard along Second Street and has been added to the list of modifications / waivers for encroachments into required yards. Details on the flagpole in the front yard along Vine Street have been verified and approval of a waiver is required to increase the allowable height of the flagpole in the O-1 District.
- Fence / Ramp - Minor changes are proposed to the brick and metal fence around the private courtyard south of the building to accommodate a ramp that will provide ADA access to the building.
- Interior Floor Plan / Units - Minor changes to the square footage and bedroom count for the units is proposed. There are no changes to the overall number of units. Under the original approved plans, four (4) units were to be two-bedroom units plus a den and eight (8) units were to be two-bedroom units, ranging in size from 1,148 to 1,615 square feet. Under the revised plans, there will be nine (9) 2-bedroom units, two (2) 2-bedroom units plus a den, and one (1) 1-bedroom unit.
- Building Elevations - Minor changes have been made, including revisions to the main entrance area, addition of an accessible ramp, and addition of signage on the south elevation; the addition of an access door for the garage on the east elevation; and, changes to windows.
- Signage - Signage plans have been provided. Waivers to the Zoning Code are requested to allow for one (1) awning sign and two (2) permanent window signs.
- Condo Association Bylaws and Covenants - A Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for the Vine Street Station Condominium Association has been prepared and provided as part of this submittal.

PROJECT DETAILS

Tentative and Final Plat of Subdivision – The shared rear lot line between 125 S. Vine Street and 116 S. Grant Street will be relocated 56.6 feet to the east, reducing the lot size and lot depth of 116 S. Grant Street. As a result of relocation of the shared lot line, 125 S. Vine Street will be increased in size from 0.48-acres to 0.61-acres. 116 S. Grant Street, which is to remain in the Zion Lutheran Church Planned Development, will be reduced in size from 0.41-acres to 0.28-acres.

Map Amendment – The applicant is requesting a rezoning of 0.61-acres from the IB Institutional Buildings District to the O-1 Specialty Office Zoning District. The proposed rezoning will allow for Lifestyle Housing as a Special Use and Planned Development in the O-1 District.

Site Plan – The applicant is proposing to convert the former private school building into twelve (12) age-restricted lifestyle housing units. The existing parking lot, which includes seven (7) spaces, and the playground will be removed and replaced with a new access drive off of Second Street and a small exterior parking lot. A solid six (6) foot tall wood fence will be constructed along the majority of the north property line, which buffers office buildings in the O-1 District. The proposed site plan consists of three small outdoor park areas, all of which are proposed to be privately owned and maintained:

- Corner Park – A 2,952 square foot park is proposed at the corner of Vine Street and Second Street, which will be open and accessible to the general public. The outdoor area will include two sitting areas with three (3) benches, landscaping, and a new flagpole.

- Formal Sitting Garden – A 5,948 square foot formal sitting garden will be located on the east side of the site. The outdoor area includes an oval walking path, three (3) sitting areas, landscaping, an open six (6) foot tall aluminum fence on the east and west sides, and a solid six (6) foot tall wood fence on the north side. No fencing is proposed on the south side along Second Street.
- Private Courtyard – A 2,811 square foot private courtyard is proposed to the south of the building in the existing open space along Second Street. The existing flagpole will be replaced with an outdoor patio area exclusively for residents that includes a grill station, outdoor fire pit, outdoor TV, and landscaping surrounded by a new brick and metal fence.

The project requires zoning relief to various bulk requirements, largely due to existing conditions such as building setbacks. Waivers are requested to allow for encroachments into the required setbacks, fencing along Second Street, loading, signage, landscaping, existing building height, and a flagpole. Exhibit 5 includes the full list of the requested waivers / modifications.

The existing building is partially located in a floodplain. The project will be required to meet all Village codes in addition to the DuPage County Countywide Stormwater & Flood Plain Ordinance. With the proposed changes to the site, the overall lot coverage / impervious surface will be reduced and detention is not required.

Interior Floor Plans – Underground parking for residents will be provided on the lower level (basement) and six (6) residential units will be provided per floor. Of the twelve (12) units, there are nine (9) 2-bedroom units, two (2) 2-bedroom units plus a den, and one (1) 1-bedroom unit. Units range in size from 1,144 to 1,498 square feet. The interior of the building will also include an elevator and a garbage room. The proposed development meets the density requirements for lifestyle housing. The applicant is proposing a minimum lot area of 2,219.9 square feet per unit, which exceeds the minimum 1,000 square feet required per unit. Lifestyle housing developments are also allowed a maximum of 35 units per acre. The applicant is proposing 19.6 dwelling units per acre.

Parking & Loading – The lower level of the building will be converted into underground parking with twenty-two (22) spaces and will be accessible from an access drive and entrance ramp on the east side of the building. Three (3) exterior parking spaces are also proposed on the east side of the building.

Per Section 11-603(M)(6), lifestyle housing units are required to provide one and a half (1.5) parking spaces per unit. Eighteen (18) parking spaces are required for this project. Twenty-five (25) parking spaces, which includes one (1) accessible space, are proposed. The proposed parking on site exceeds code requirements, providing two (2) spaces per unit and one (1) additional space remaining. In the event that overflow parking is needed, Zion Lutheran Church has provided an email to the applicant stating that their parking lot may be used overnight if there are no conflicts with Church events.

Under the Planned Development Concept Plan approval, the applicant originally proposed a reduction to the required width of all interior and exterior parking spaces from 9 feet to 8 feet wide as well as a reduction to the required drive aisle width in the parking garage from 24 feet to 20 feet 2 inches. Under the revised plans, the applicant is no longer requesting these Zoning Code waivers. The length of the parking spaces (18'6"), width of the parking spaces (9'), and width of the drive aisle (24') meet code requirements.

The applicant is proposing a waiver to the Village's loading requirements. Per Section 9-105, a loading space is required to accommodate a panel truck measuring 10 feet wide and 30 feet long. A Zoning Code waiver was originally requested to reduce the size of the required loading area to 10 feet wide by 20 feet long. However, in order to allow for an access door into the parking garage, the loading space has been removed entirely and a waiver is requested to allow for zero (0) loading spaces on site.

Traffic / Right-of-Way Improvements – A traffic study by KLOA, Inc. has been submitted for review. Per the findings, the residential project is anticipated to generate less traffic than a private school or an office building and the proposed number of parking spaces will be adequate to serve the development. Second Street is currently a one-way street that accommodates westbound traffic from Grant Street to Vine Street. Parking is allowed between certain hours on both sides of the street. Based on discussions during the Planned Development Concept Plan review, Second Street will remain one-way.

There are seven (7) non-complaint angled parking spaces in the Village parkway on Second Street. To bring this area into compliance, the applicant intends to remove the angled parking spaces and install a new curb, grass, and two (2) parkway trees. The applicant will also replace the sidewalks in the right-of-way that are in need of replacement. Additionally, the applicant is coordinating with the Village on a proposed Second Street water main replacement project extending from Vine Street to Grant Street.

Landscape Plan – The applicant has provided a tree preservation plan and landscape plan for review. The majority of the existing trees on site will be preserved, with four (4) trees to be removed to allow for the proposed development. Eleven (11) trees will be planted on site and two (2) trees will be planted in the parkway along Second Street.

Lighting – The photometric plan includes nine (9) wall-mounted lights to be installed on the exterior of the building. The lighting plan meets Village code requirements.

Building Elevations – The applicant intends to preserve and restore existing architectural features on the 2.5-story tall brick building, including the two-story stained-glass window facing Second Street, decorative brick work, and limestone details. The existing windows, many of which are glass block windows, will be removed and replaced. New and enlarged openings are proposed on all elevations to allow for larger windows and a total of twelve (12) black metal balconies. On the east elevation, a black aluminum garage door with glass panels, a ramp with a retaining wall, and access door will be constructed to provide access to the interior parking garage. A new door will also be installed to provide ADA access to the building and for residents to access the private courtyard area.

There are no changes to the existing building height, however, a waiver to the Zoning Code has been requested to allow for the existing building height of 38 feet 5 inches as it exceeds the 33 feet allowed for lifestyle housing. To meet code requirements, screening panels matching the color of the building brick will be installed in several areas on the roof to screen mechanical and elevator equipment. The panels must fully screen all equipment and are required to be architecturally and aesthetically compatible with the building façade. The screening panels are not counted toward building height.

Signage – Signage plans have been provided for review. One (1) awning sign measuring 3.5 square feet in size and two (2) permanent window signs measuring 0.52 square feet each (1.04 square feet combined) are proposed on the main entrance off of Second Street.

Approval of waivers to Section 9-106(H) of the Zoning Code are requested to allow for the proposed signage. Awning valance signs and permanent window signs are not permitted in the O-1 District. A wall sign measuring a maximum of 2 square feet is permitted in the O-1 District, but this sign type would conflict with the architectural headstone above the main entrance door, which the applicant intends to preserve.

Parks & Open Space – The applicant is proposing to construct three (3) separate outdoor open spaces with a combined area of 0.26-acres (11,684 square feet). All of the outdoor areas will be privately owned and maintained. The 2,952 square foot park located at the corner of Vine Street and Second Street and 5,948 square foot formal sitting garden will be open and accessible to the public, not just building residents, and provide a combined 0.2-acres (8,873 square feet) of open space.

The applicant is required to dedicate 0.15-acres (6,600 square feet) of park land to the Village to meet the requirements of Section 11-1-12(G) of the Village Code. The required 0.15-acres does not meet the standard minimum land dedication size of 10,000 square feet in area, with no dimension measuring less than 100 feet. However, the Village Code states that smaller parks can be approved if warranted. Alternatively, private common open space can be approved in place of park land dedication subject to meeting the requirements of Section 11-1-12. Of note, if private park space is approved in lieu of public park space, the applicant is required to depict these areas as private common open space on the Final Plat of Subdivision and shall record covenants establishing the provisions required by the Village Code. Open space and park land requirements have been met in accordance with Title 11 of the Village Code.

Zoning Code Compliance & Proposed Waivers – The applicant is requesting various waivers / modifications to the Village's code requirements as part of the Planned Development. Exhibit 5 includes the summary of requested waivers / modifications and changes to the list since the Concept Plan approval.

It should be noted that a large number of these modifications are due to existing conditions, such as building setbacks. Several modifications are requested pertaining to encroachments of various structures and uses in required yards due to the non-compliant existing setbacks. A modification is also requested to Section 9-12-3 of Title 9, Chapter 12 of the Village Code to allow for a five (5) foot tall brick and metal fence that is partially solid within the required corner side yard along Second Street. The fence is intended to match the design of the building. In the corner side yard, the Village Code allows four (4) foot tall solid fences or a five (5) foot tall open fence (when greater than 1/3 of the total fence contour is open) constructed of cast aluminum or wrought iron if the property on which the fence is located has a front lot line with a width of at least 125 feet and a total lot area not less than 30,000 square feet. The development does not meet the minimum front lot width or lot area requirements, so a modification is requested to allow for the type of fence proposed. Modifications are also requested for signage, loading, and a flagpole.

Condo Association Bylaws and Covenants - The Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for the Vine Street Station Condominium Association are provided in the current submittal and have been reviewed by the Village attorney in accordance with the Planned Developments standards of Section 11-603(E) of the Zoning Code and Section 11-1-12(G)(3)(f) of the Village Code for private common open space. Provisions on age-restricted units and short term rental of units have been added. No unit shall be leased for hotel or transient purposes or for less than twelve (12) months and no portion of a unit which is less than the entire unit shall be leased. The applicant has also included language to address storage of items on balconies per prior discussions at Plan Commission and the Village Board meetings.

MEETING HISTORY

Village Board – Request for a Referral to the Plan Commission – On July 11, 2023, the Village Board reviewed the request for a referral. Pursuant to Section 11-601(D)(2)(a) of the Zoning Code, every properly filed and completed application for a Map 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.

Drew Mitchell, representing Holladay Properties, and Chris Walsh, the project architect, were present at the meeting and provided an overview of the application. There was a discussion over the loading requirements in the Zoning Code as well as the age-restricted unit regulations proposed to be in compliance with Fair Housing Act requirements. The Condo Declarations includes provisions that at least eighty percent (80%) of the units shall be occupied by at least one (1) resident who is fifty-five (55) years of age or older, which is one exemption for age-restricted under the Fair Housing Act. This would leave two units not age-restricted. Trustees asked if it was possible to make those two units owner occupied. The attorney for the project was not present at the meeting and the applicant acknowledged that they would look further into the legal basis.

The applicant stated that there is high demand for these units and they have received requests already to combine units. Trustees noted support for the project and that the applicant was reusing a historically significant building. There was then a discussion on if there is the possibility of an investment firm buying the building in the future and converting the building into rental units. The Village Board referred this application to the Plan Commission for further consideration.

REVIEW PROCESS

Planned Development Detailed Plan – The purpose of the Detailed Plan is to particularize, refine, and implement the Concept Plan and to serve as a working document in development of a Final Plan. In accordance with Section 11-603 of the Zoning Code, within one (1) year from the approval date of a Planned Development Concept Plan, an applicant shall submit a Detailed Plan to the Village. The Plan Commission and Village Board shall consider whether the Detailed Plan is in substantial conformity with the approved Concept Plan in accordance with the regulations of Section 11-603(D). The definition of substantial conformity is included in Section 12-206 and Exhibit 6.

At a public meeting set, noticed, and conducted in accordance with Section 11-303, the Plan Commission must review the Detailed Plan and shall consider the following:

- Whether the Detailed Plan is in substantial conformity with the approved Concept Plan
- The merit or lack of merit of any departure of the Detailed Plan from substantial conformity with the approved Concept Plan
- Whether the Detailed Plan complies with any and all conditions imposed by approval of the Concept Plan
- Whether the Detailed Plan complies with the provisions of this Code and all other applicable federal, State, and Village codes, ordinances, and regulations.

The Plan Commission may make the following recommendation:

- Approval Based on Substantial Conformity - If the Plan Commission finds substantial conformity between the Detailed Plan and the approved Development Concept Plan and further finds the

Detailed Plan to be in all other respects complete and in compliance with any and all conditions imposed by approval of the Development Concept Plan and with the provisions of this Code and all other applicable federal, State, and Village codes, ordinances, and regulations, it shall transmit the plan to the Board of Trustees with its recommendation, that the Board of Trustees approve the Detailed Plan, with or without modifications and conditions to be accepted by the applicant as a condition of approval; provided, however, that in no event shall such conditions of approval impair the rights granted by the Development Concept Plan approval.

- Recommendation of Approval without Substantial Conformity - If the Plan Commission finds that the Detailed Plan lacks substantial conformity to the Development Concept Plan but merits approval notwithstanding such lack of conformity and otherwise conforms to the requirements of this Code, it shall transmit the plan to the Board of Trustees with its recommendation, that the Detailed Plan be approved, with or without modifications and conditions to be accepted by the applicant as a condition of approval.
- Recommendation of Denial - If the Plan Commission finds that the Detailed Plan is not in substantial conformity with the approved Development Concept Plan and does not merit approval, or if the Plan Commission requires modifications of a plan that are not accepted by the applicant, the Plan Commission shall transmit the plan to the Board of Trustees together with its recommendation, that the Detailed Plan not be approved.

The failure of the Plan Commission to act within 60 days, or such further time to which the applicant may agree, shall be deemed to be a recommendation to the Board of Trustees to approve the Detailed Plan as submitted. Within 60 days following the receipt of the recommendation of the Plan Commission, or its failure to act as above provided, the Board of Trustees shall either:

- Approval Based on Substantial Conformity. If the Plan Commission has recommended approval of a Detailed Plan pursuant to Subparagraph D3(e)(ii) of this Section, the Board of Trustees shall, unless it specifically rejects one or more of the findings of the Plan Commission on the basis of expressly stated reasons, approve the Detailed Plan by a duly adopted ordinance; or
- Approval without Substantial Conformity. In any case other than that specified in Subparagraph D3(f)(i) of this Section, the Board of Trustees may, if it finds that the Detailed Plan merits approval and otherwise conforms to the requirements of this Code, approve the Detailed Plan by a duly adopted ordinance; or
- Referral Back to Plan Commission. In any case other than that specified in Subparagraph D3(f)(i) of this Section, the Board of Trustees may refer the Detailed Plan back to the Plan Commission for further consideration of specified matters; or
- Conditions on Detailed Plan Approval. Every approval of a Detailed Plan shall be expressly conditioned upon approval of a Final Plan in accordance with Paragraph D4 of this Section and upon the applicant's compliance with all provisions of this Code, of the ordinance granting Development Concept Plan approval and of the ordinance granting Detailed Plan approval. The approval of any Detailed Plan may, in addition, be granted with or without modifications and conditions to be accepted by the applicant as a condition of approval; provided, however, that in no event shall such conditions of approval impair the rights granted by the Development Concept Plan Approval.
- 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 Detailed Plan approval.

Following approval of the Detailed Plan, unless subject to an extension of time granted by the Village Manager, a Final Plan must be filed within three (3) months from the date the Detailed Plan is approved. In any case where the applicant fails to file a Final Plan, the approval and all other approvals of the Planned Development and all permits based on such approvals shall automatically expire and be rendered void, and the Manager shall, without further direction, initiate an appropriate application to revoke the Special Use Permit for all portions of the Planned Development area that have not yet been completed.

Map Amendment – Pursuant to Section 11-601 of the Zoning Code, every properly filed and completed application for an amendment to this code, before being processed in any other manner, shall be referred to the Board for a determination as to whether the application merits a public hearing and consideration by the Plan Commission or should be summarily denied. Map Amendments shall be reviewed in accordance with the Standards set forth in Section 11-601(E).

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. The failure of the Board to act within 60 days, or such further time to which the applicant may agree, shall be deemed to be a decision denying the special use permit. The standards in Section 11-601(E) shall be considered for all Amendment applications.

Special Use Permit – Planned Developments required approval via a Special Use Permit. Special Use Permits are subject to the requirements of Section 11-602 of the Zoning Code. No Special Use Permit shall be recommended or granted unless the applicant shall establish that the standards listed in Section 11-602(E) are met.

Tentative / Final Plat of Subdivision - Approval of a Tentative Plat and Final Plat pursuant to Title 11 of the Village Code pertaining to Subdivision Regulations is required in conjunction with the Detailed Plan submittal for the Planned Development.

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 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 the Zoning Code. 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 site plan as submitted, or shall make modifications acceptable to the applicant and approve such modified site plan, or shall disapprove it either with or without a remand to the plan commission for further consideration. The failure of the Board to act within ninety (90) days, or such further time to which the applicant may agree, shall be deemed to be a decision denying site plan approval.



MEMORANDUM

ATTACHMENTS

1. Zoning Map and Project Location
2. Aerial View
3. Birds Eye View
4. Street View
5. Proposed Modifications / Waivers to the Zoning Code for Vine Street Station
6. Zoning Code Section 12-206 - Definition of Substantial Conformity
7. Project Application Packet and Exhibits

VILLAGE OF HINSDALE 2021

**125 S. Vine Street,
204 S. Grant Street,
116 S. Grant Street**

Zoning District Boundaries

- R-1 Single Family Residential District
- R-2 Single Family Residential District
- R-3 Single Family Residential District
- R-4 Single Family Residential District
- R-5 Single Family Residential District
- R-6 Single Family Residential District
- IB Institutional Business District
- OS Open Space District
- B-1 Community Business District
- B-2 Central Business District
- B-3 General Business District
- O-1 Office District
- O-2 Limited Office District
- O-3 General Office District
- HS Institutional Building District
- HS Health Services District
- HS High School District
- HS High School District

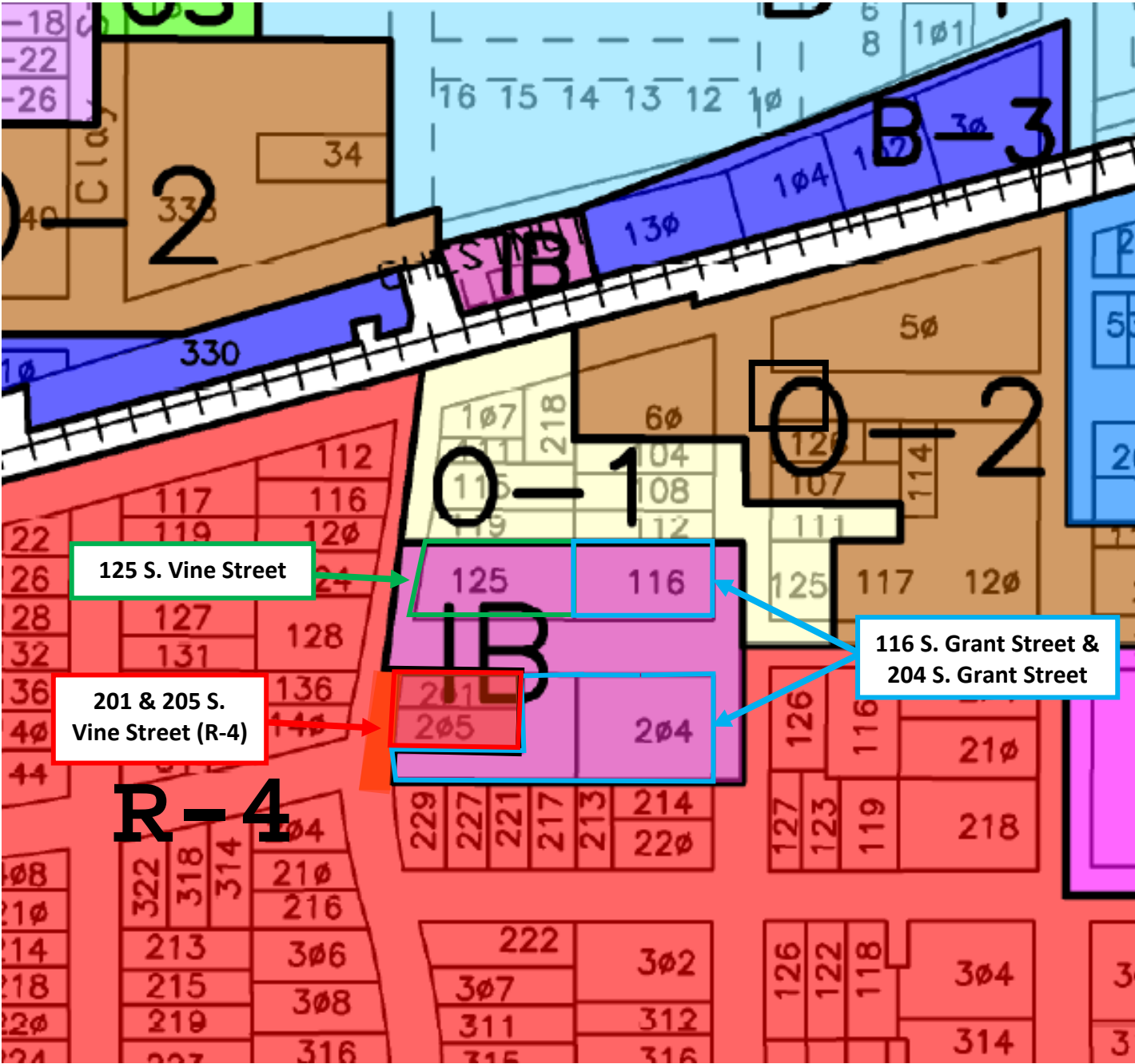
REVISIONS

DATE: 02-15-21

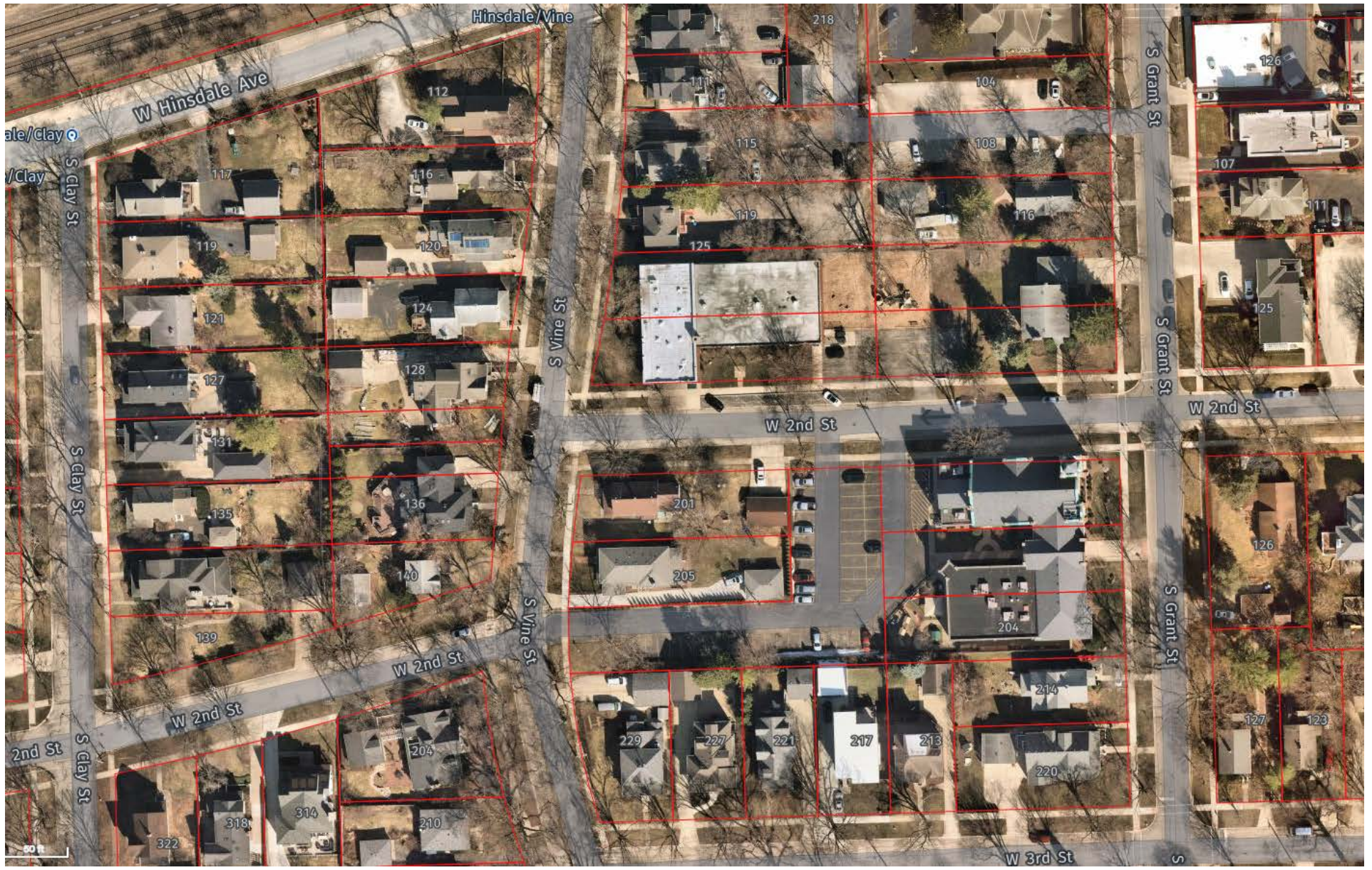
BY: [Signature]

APPVED: SCALE: 1" = 500'

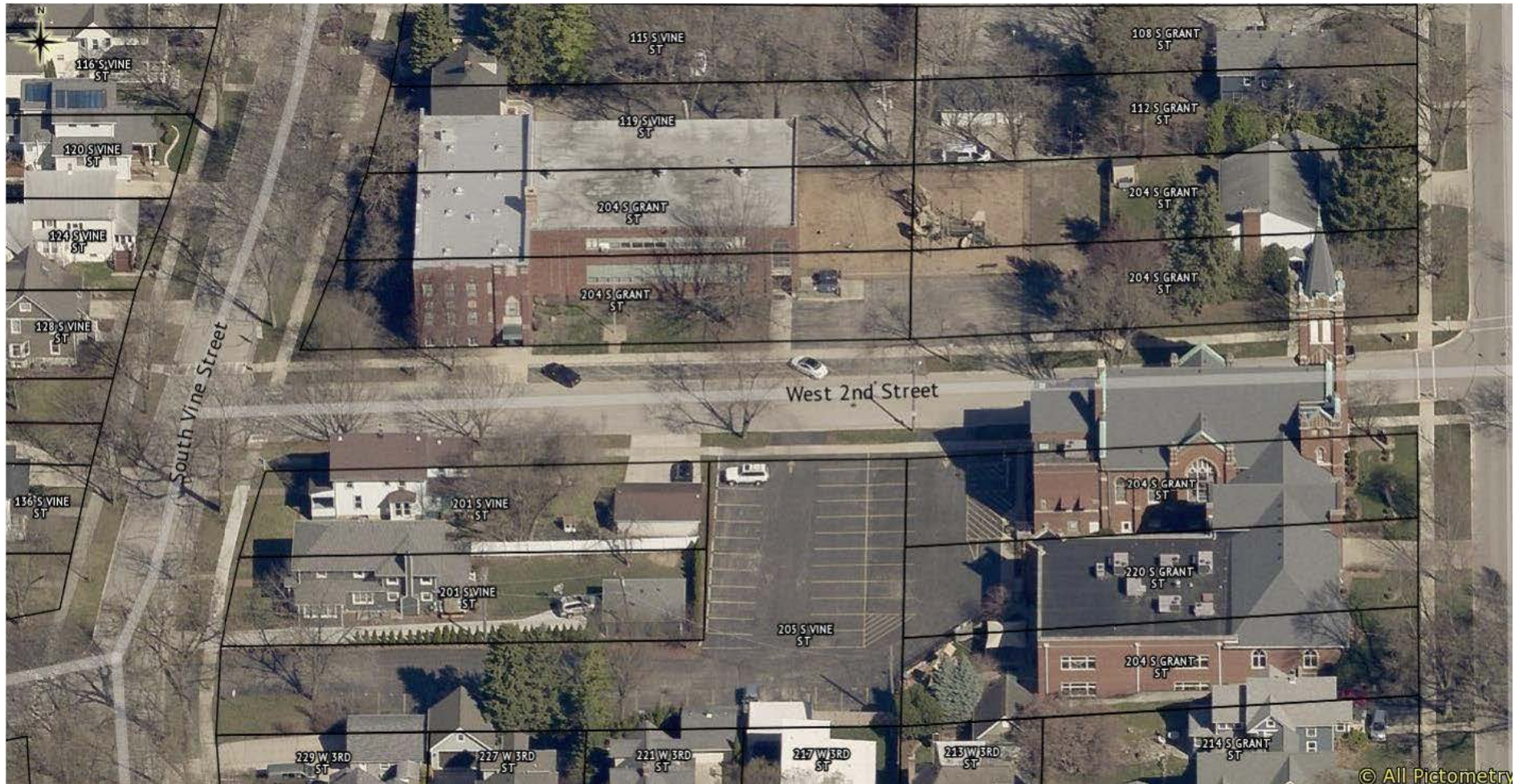
Village of Hinsdale Zoning Map and Project Location



Aerial View – 125 S. Vine Street



Birds Eye View – 125 S. Vine Street



Street View – 125 S. Vine Street



View from Vine Street



View from Second Street

Street View – 125 S. Vine Street



View from Second Street

Street View – 204 S. Grant Street



View from Grant Street and Second Street

Street View – 204 S. Grant Street



View from Second Street

Street View – 116 S. Grant Street



View from Grant Street

Vine Street Station – Proposed Modifications / Waivers to Zoning Code Requirements

Green color indicates amendments to the list waivers since the Planned Development Concept Plan approval

- Front Yard Setback (Vine Street) – Reduce the front yard setback from 35' to 28.2'
- Corner Side Yard Setback (Second Street) – Reduce the corner side yard setback from 35' to 2.4'
- Interior Side Yard and Setback – Reduce the interior side yard setback from 10' to 6.1'
- Building Height – Increase the maximum building height from 33' to 38'5"
- **Loading Space – Reduce the number of required loading spaces from one (1) to zero (0)**
- Specified Structures and Uses in Required Yard.
 - West Balconies – Front Yard – Increase the balcony projection from an exterior wall into the required front side yard from 3' to 6'
 - North Balconies – Interior Side Yard – Increase the balcony projection from the exterior wall into the required interior side yard from 2' to 6'
 - South Balconies – Corner Side Yard – Increase the balcony projection from the exterior wall into the required corner side yard from 2' to 6'
 - Awning – Corner Side Yard – Increase the awning projection from the exterior wall into the required corner side yard from 2' to 2'6" and allow for the awning to extend outside of the planes drawn from the main corners of the building at an interior angle of twenty-two and one-half degrees (22 1/2°) from the wall in question
 - Outdoor Amenities in the Private Courtyard – Corner Side Yard – Allow an outdoor fire table, outdoor grill, and **outdoor TV** to be located within the required corner side yard
- Fences – Allow for a five (5) foot tall fence with partially solid areas to be located in the required corner side yard
- Perimeter Landscaped Open Space – Reduce the width of the required perimeter landscaped open space along Vine Street from 35' to 28.2' **and on Second Street from 35' to 2.4'**
- **Signage – Allow for one (1) awning valance sign measuring 3.5 square feet and two (2) permanent window signs measuring 0.52 square feet each (1.04 square feet combined), for a total sign area of 4.54 square feet**
- **Flagpole – Allow for an increase to the height of a flagpole from fifteen (15) feet to thirty-five (35) feet (Section 6-111(A)(2))**

Original Modifications in the Planned Development Concept Plan Ordinance – No Longer Necessary or Modified

- Parking Space Stalls – While currently a reduction in parking space stall width from 9' to 8' is proposed, the Petitioner shall work between the time of this approval and submission of the Detailed Plans to increase the parking space width to be code compliant.
- Loading Space Length – Reduce the length of the required loading space from 30' to 20'
- Drive Aisle Width – Reduce the two-way aisle width in the parking garage from 24' to 20'2"

Zoning Code Section 12-206: Definitions

Substantial Conformity: For the purposes of granting plan approvals relating to planned developments and site plans, a newly submitted plan shall be deemed to be in substantial conformity with a previously approved plan if, but only if, the newly submitted plan:

- A. Does not increase the number of dwelling units, the gross floor area of the development, or the gross floor area devoted to any particular use; and
- B. Does not increase building coverage by more than ten percent (10%) of the percentage of the previously approved plan; and
- C. Does not change the orientation of any building by more than two percent (2%) compared to the previously approved plan; and
- D. Does not decrease open space; and
- E. Does not change the general location of any open space in any manner to detract from its intended function in the previously approved plan; and
- F. Does not change the general location and arrangement of land uses within the development as shown on the previously approved plan; and
- G. Does not change or relocate rights of way shown on the previously approved plan in any manner or to any extent that would decrease their functionality, adversely affect their relation to surrounding land use and rights of way elements, or reduce their effectiveness as buffers or amenities; and
- H. Does not alter the percentage of any land use in any stage of the development by more than ten (10) percentage points as compared to its percentage in the previously approved plan; and
- I. Does not delay any stage of the previously approved development schedule by more than twelve (12) months; and
- J. Does not violate any applicable law or ordinance; and
- K. Does not depart from the previously approved plan in any other manner determined by the reviewing body or official, based on stated findings and conclusions, to be a material deviation from the previously approved plan.

Proposed Planned Development with Lifestyle Housing

DETAILED PLAN APPLICATION

PRESENTED TO:
The Village of Hinsdale

June 23rd, 2023



PRESENTED BY:



HOLLADAY
PROPERTIES
Building Solutions Since 1952



culliton | quinn

Adaptive Reuse of Zion School

125 s. Vine Street, Hinsdale, IL

PROJECT SUMMARY:

Holladay Properties discovered this opportunity through association with the Zion Lutheran Church in late 2020 and quickly envisioned transforming their aged, vacant school building into (12) twelve luxury "Lifestyle Housing" condominium units. The proposed project includes the addition of a public pocket park & formal sitting garden to benefit both the surrounding neighborhood & future residents. Holladay intends to work with The Village of Hinsdale & incorporate feedback obtained from adjacent property owners to preserve & revive this historic building in the heart of the community.

Existing Building



Proposed Building

PROJECT HIGHLIGHTS:

- Adaptive re-use of historic school dating to 1931
- Preserves facade while **celebrating existing historical elements** such as cornerstone & 2-story stained glass window
- **Twelve (12) luxury condominium** units designed for empty-nesters (55+)
- **Estimated \$6MM investment** in Hinsdale
- Strong **community support** including neighbors & Zion Congregation
- Project utilizes **existing codes** (Lifestyle Housing) which are designed for this type of project
- Enclosed parking garage within building lower level
- Units to feature floor to ceiling windows, elevator access to garage & exceptional modern amenities
- Development to feature "**outdoor living room**" & garden for resident enjoyment
- Project leaders live in Hinsdale
- Introduce privately-maintained, but **publicly accessible pocket park** at the northeast corner of 2nd & Vine
- Parking exceeds code minimum requirement
- Building will be brought up to **current code** (ADA, flood plain, etc.)



1 Walker Avenue STE 300
Clarendon Hills, IL 60514
www.holladayproperties.com

June 27, 2023

Ms. Bethany Salmon
Village Planner
Village of Hinsdale
19 E. Chicago Avenue
Hinsdale, IL. 60521

Re: 125 S. Vine Street- Detailed Plan Commission Application

Dear Bethany:

Thank you to Village staff, the Plan Commission, and the Village Board for its previous consideration and support of the Conceptual Plan Application for Vine Street Station, located at 125 S Vine St, Hinsdale, IL. Prior to this application, Holladay Properties held two neighborhood meetings and made multiple appearances before the Plan Commission and Village Board, culminating in approval of the underlying Conceptual Plan for Vine Street Station. Holladay Properties and Tandem Architecture have made several revisions to the proposed plans for 125 S. Vine Street following Village Board and Plan Commission feedback. At this time, we are pleased to present our Detailed Plan Application for Major Modification to the existing Planned Development for the Zion Lutheran Church Campus.

At its essence, Holladay Properties seeks to transform the historic three-story masonry Zion School into twelve (12) luxury lifestyle housing condominiums targeting Hinsdale's "empty nester" population. The proposed use is allowable, following modification of the PUD, and approval of rezoning and special use, and the proposed modifications are an optimal approach to adaptive reuse of a structure that has been largely vacant since 2009.

In order to pursue this modification to the building and its use, the following activities are necessary:

- Re-subdivision of underlying residential lots.
- Rezoning of the former Zion School site from the current IB Institutional zoning to O1 Specialty Office with Lifestyle Housing as a special use (Special-Use Permit, Map Amendment and Text Amendment).
- Detailed Plan Application for former School site 125 S. Vine Street.
- Certificate of Zoning Compliance
- Exterior Appearance/ Site Plan review

Highlighting and contrasting changes from our previous application, our plans have been revised to eliminate the need for two variances which were approved with the concept plan. These two variances no longer required include driveway aisle width as well as parking space stall width within our parking garage. However, we have added required variances for loading space, signage and flagpole height. In addition, our plans now depict further evolution of the three independent open spaces in the project, including the identification of a public open space, to be privately maintained, on the western portion of the parcel. Additionally, our condominium declarations are



presented, which address concerns which arose during the conceptual plan review and covering various important topics such as Age Restriction (55+) for condominium owners, provisions to prevent short term (i.e., AirBnB) rentals, balcony use, and various other items.

With this application, it is our most genuine hope to deliver on a vision aligning with that of the community. We believe that our efforts to preserve and improve this important building will result in another 90 years of vibrant use. As a reminder, we make the following commitments:

- We intend to fully restore the exterior façade of the building to preserve its architectural features including carved limestone details, cornice, masonry, and stained glass.
- We intend to utilize the entire lower level of the building for resident parking providing a fully enclosed, temperature-controlled private parking garage with 22 enclosed, 9-foot wide parking spaces which are compliant to code, as well as a refuse area out of view and for resident use. Three additional exterior parking spaces are also provided. Importantly, in our detailed plan application we are able to achieve 9 foot wide parking spaces and 24 foot drive aisle, mitigating the previously requested variances.
- We intend to renovate the second and third levels of the building to create twelve luxury residential and age restricted condominium units (six units per floor).
- We intend to restore the entire site landscaping to comply with current code, preserve existing mature vegetation as recommended by the Village forester and remove the existing surface parking lot to expand the landscaped green space and increase the pervious area of the site to reduce stormwater runoff.

Holladay Properties' extensive experience in similar projects reveals that a true partnership between the developer and municipality is essential for a development project to be successful. It is only via this joint effort, with a shared vision, high level of communication, and emphasis on follow-through/execution, that truly transformative developments may thrive. It is in this spirit of cooperation that we ask for your continued support of our plans to preserve this important piece of the history of the Village of Hinsdale.

Sincerely,







T. Drew Mitchell
Partner & SVP Development
Holladay Properties

ZONING FOR ADJACENT PROPERTIES

SOURCE: VILLAGE OF HINSDALE 2019 ZONING MAP



LEGEND

-  R-4 SINGLE FAMILY RESIDENTIAL DISTRICT
-  IB INSTITUTIONAL BUILDINGS DISTRICT
-  O-1 SPECIALTY OFFICE DISTRICT
-  O-2 LIMITED OFFICE DISTRICT



PROPOSED ZONING FOR SUBJECT PROPERTY
(INDICATED WITH DASHED LINE) =

*O-1 SPECIALTY OFFICE DISTRICT W/
SPECIAL USE - LIFESTYLE HOUSING*

 Parcels Requested to be Amended
to O-1 Specialty Office
Zoning District

 Parcels Owned by Zion Lutheran
Church to Remain IB - Institutional
Building Zoning District





VILLAGE
OF HINSDALE

VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT
DEPARTMENT

PLAN COMMISSION APPLICATION

I. GENERAL INFORMATION

Applicant

Name: Holladay Properties
Address: 1 N Walker Ave.
City/Zip: Clarendon Hills, 60514
Phone/Fax: (312) 545-5123 /
E-Mail: dmitchell@holladayproperties.com

Owner

Name: Zion Lutheran Church
Address: 204 S. Grant St.
City/Zip: Hinsdale, IL 60521
Phone/Fax: (630) 323-0065
E-Mail: smcgivne@gmail.com; Congregation President

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

Name: Tandem Architecture - Christopher Walsh
Title: Principal Architect
Address: 1040 W. Huron St. Suite 300 City/Zip:
Chicago, 60642
Phone/Fax: (312) 255-1153 /
E-Mail: Chris@tandeminc.net

Name: Michael O'Connor Holladay Properties
Title: VP- Development & Leasing
Address: 1 Walker Ave
City/Zip: Clarendon Hills, 60514
Phone/Fax: (602) 663-3986 / 219-764-0446
E-Mail: Moconnor@holladayproperties.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) NA
- 2)
- 3)

II. SITE INFORMATION

Address of subject property: Proposed Vine Street Station 125 S. Vine St.;
Pastors House 116 S. Grant St.; Zion Lutheran Church 204 S. Grant St.

Property identification number (P.I.N. or tax number): 09-12-110-006; 09-12-110-007;

09-12-110-014; 09-12-110-015

Brief description of proposed project: Holladay Properties seeks to transform the historic Zion School into twelve (12) luxury lifestyle housing condominiums targeting Hinsdale's "empty nester" population;

General description or characteristics of the site: Three floor masonry structure previously utilized as a school. The building has been largely vacant since the school vacated in 2009. A local baseball team has previously utilized the gymnasium. The building is now vacant.

Existing zoning and land use: IB - Institutional Building

North: O-1 Office South: IB - Institutional Building

East: IB-Inst. B West: R-4 Residential

Proposed zoning and land use: O-1 Office with Special Use- Planned Development/Lifestyle Housing. Existing 20,977 SF Proposed 26,639 SF

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

☒ Site Plan Approval 11-604

☒ Map and Text Amendments 11-601E

Amendment Requested: Rezoning from

IB to O-1 with special use Planned Devel/Lifestyle Housing

☐ Design Review Permit 11-605E

☒ Exterior Appearance 11-606E

☒ Planned Development 11-603E

☒ Special Use Permit 11-602E

Special Use Requested: _____

O1 district /Planned Development/Lifestyle Housing

☐ Development in the B-2 Central Business District Questionnaire

CONTRACT PURCHASER

Holladay Properties Services Midwest, Inc.

1 Walker Ave.

Clarendon Hills, IL. 60514

Drew Mitchell; Michael O'Connor

TRAFFIC/PARKING ENGINEER

Kenig, Lindgren, O'Hara and Aboona

9575 W. Higgins Rd, Suite 400

Rosemont, IL. 60018

Javier Milan

CIVIL ENGINEER

Civworks Consulting, LLC

3343 N. Neva Ave.

Chicago, IL. 60634

Osvaldo Pastrana

MARKET ANALYSIS CONSULTANT

Tracy Cross and Associates, Inc.

1375 E. Woodfield Road Suite 520

Schaumburg, IL 60173-5427

HollyAnn Eageny

TABLE OF COMPLIANCE
Address of subject property: 125 S. Vine Street - 10/31/2022

The following table is based on a blend of the proposed O-1 District and Lifestyle Housing Requirements / existing IB District

You may write "N/A" if the application does NOT affect the building/subject property.	Minimum Code Requirements O-1 and Lifestyle Housing Requirements	Minimum Code Requirements I-B District	Existing Development (Lots 11 & 12)	Proposed Development
Lot Area (SF)	20,000sf min.	220,000sf for Schools & 80,000sf for Membership Organizations	20,977sf	26,639 SF
Lot Depth	125 Ft	250 Ft	258.58 Ft	274.2 Ft
Lot Width	60 Ft	200 Ft	100 Ft	100 Ft
Building Height	33 feet or district maximum, whichever is higher, but in no event more than 3 stories. (30Ft in the O-1 District)	40 Ft	38'-5"	38' 5"
Number of Stories	3 Stories	N/A	2.5	2.5
Front Yard Setback	35 Ft	35 Ft	28.27 Ft	28.27 Ft
Corner Side Yard Setback	35 Ft	35 Ft	2.41 Ft	2.41 Ft
Interior Side Yard Setback	10 Ft	25 Ft	6.19 Ft	6.19 Ft
Rear Yard Setback	25 Ft	25 Ft	40.0 Ft	96.64' Ft
Maximum Floor Area Ratio (F.A.R.)*	1.50	0.50	18,337sf / 20,977sf = 0.87	23,977sf / 26,639sf = 0.9
Maximum Total Building Coverage*	70%	N/A	9,415sf / 20,977sf = 44.8%	9,415sf / 26,639sf = 36.1%
Maximum Total Lot Coverage*	70%	N/A	14,139sf / 20,977sf = 67%	15,484 sf / 26,639sf = 58%
Parking Requirements	1.5 spaces per unit = 18 spaces for Lifestyle Housing	Schools = 1 for each 2 employees or 1 for each 15 students, whichever is greater. 7 existing	7 spaces	25 / 12 units = 2.08/unit
Parking front yard setback	35 Ft	35 Ft	N/A	N/A
Parking corner side yard setback	35 Ft	35 Ft	0'	75 Ft
Parking interior side yard setback	10 Ft	25 Ft	58.7'	5 Ft
Parking rear yard setback	25 Ft	25 Ft	0	62'-8"
Loading Requirements	1	1	0	1 (non compliant in size)
Accessory Structure Information	N/A	N/A	N/A	N/A
Minimum Lot Area per Unit	1,000 square feet	N/A	N/A	2,219 square feet
Maximum Units per Acre	35	N/A	0	12 units / .6115 ac = 19.62 du/ac

* 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:
Any lack of compliance stems from current Institutional building structure being non-compliant Holladay will seek to preserve the current structure



125 S. Vine Street – Requested Code Modifications

June 20, 2023

1. **Front Yard and Setback** Reduce the front yard and setback from Vine Street from 35' to 28.27' (Section 6-111(D)(4)(a)) (Section 6-111(C)(1))
2. **Corner Side Yard and Setback** Reduce the corner side yard and setback from Second Street from 35' to 2.41' (Section 6-111(D)(4)(a)) (Section 6-111(C)(1))
3. **Interior Side Yard and Setback**. Reduce the interior side yard and setback from 10' to 6.19' (Section 6-111(D)(4)(b)) (Section 6-111(C)(2))
4. **Building Height**. Increase building height from 33' to 38'5" (Section 11-603(M)(6))
5. **Loading Spaces**. Allow that there be no dedicated loading space on site where one (1) space is required (Section 9-105(D)).
6. **Specified Structures and Uses in Required Yards**
 - a. **North Balcony – Interior Side Yard Projection** – Increase balcony projection in required yard from 2 feet to 6 feet. Section 6-111.H.7. (c) O-1 district such projections shall not exceed two feet (2')
 - b. **West Balconies – Front Yard Projection** – Increase balcony projection in required yard from 3 feet to 6 feet. Section 6-111.H.7. (c) Awnings, canopies, bay windows, and balconies projecting not more than three feet (3') from an exterior wall.
 - c. **South Balconies – Corner Side Yard** - Increase balcony projection in required yard from 3 feet to 6 feet. Section 6-111.H.7. (c) Awnings, canopies, bay windows, and balconies projecting not more than three feet (3') from an exterior wall.
 - d. **Awning Projection - Corner Side Yard** – Allow awning to project 2'-6" from face of building. Section 6-111.H.7. (c) 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 1/2°) with the wall in question.
 - e. **Fire Table and Outdoor Grill – Corner Side Yard** - Allow the Fire Table and Outdoor Grill in the required corner side yard, Section 6-111.H.7.
7. **Fences**. Allow for a five (5) foot tall garden wall fence with partially closed areas in the required corner side yard (Village Code Section 9-12-3(H)(3) and Section 9-12-3(E)(1)(b))
8. **Perimeter Landscaped Open Space**. Reduce the width of the required perimeter landscaped open space along Vine Street from 35 feet to 28.2 feet and along Second Street from 35' to 2.41' (Section 6-111(H)(5), Section 6-110(B)(5), Section 9-107(L))
9. **Signage** - Allow for one (1) awning valance sign measuring 3.5 square feet and two (2) permanent window signs measuring 0.52 square feet each, with a collective sign face area of 4.54 square feet.
10. **Flagpole** - Allow for an increase to the height of a flagpole from fifteen (15) feet to thirty-five (35) feet (Section 6-111(A)(2)).

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: Drew Mitchell

Owner's name (if different): Holladay Properties Services Midwest Inc.

Property address: 125 S. Vine St

Property legal description: [attach to this form]

Present zoning classification: IB, Institutional Buildings

Square footage of property: 26,639sf

Lot area per dwelling: 2,220sf

Lot dimensions: 274 x 100

Current use of property: Elementary School

Proposed use: ☐ Single-family detached dwelling
☒ Other: Lifestyle Housing /O-1 Planned Dev

Approval sought: ☐ Building Permit ☐ Variation
☒ Special Use Permit ☒ Planned Development
☒ Site Plan ☒ Exterior Appearance
☐ Design Review
☐ Other: Map Amendment and Text Amendment

Brief description of request and proposal:

Zoning compliance with special use of site amended to O-1 zoning for Lifestyle Housing

Plans & Specifications: [submit with this form]

Provided: Required by Code:

Yards:

front:	<u>28.27</u>	<u>35</u>
Interior side(s)	<u>6.19 /</u>	<u>25 /</u>

	Provided:	Required by Code:
corner side	<u>2.41</u>	<u>35</u>
rear	<u>96.64'</u>	<u>25</u>
Setbacks (businesses and offices):		
front:	<u>28.27</u>	<u>N/A</u>
interior side(s)	<u>6.91</u>	<u>N/A /</u>
corner side	<u>2.41</u>	<u>N/A</u>
rear	<u>96.64</u>	<u>N/A</u>
others:	<u></u>	<u>N/A</u>
Ogden Ave. Center:	<u></u>	<u>200</u>
York Rd. Center:	<u></u>	<u>200</u>
Forest Preserve:	<u>N/A</u>	<u>N/A</u>
Building heights:		
principal building(s):	<u>38'-5"</u>	<u>33'</u>
accessory building(s):	<u>N/A</u>	<u>N/A</u>
Maximum Elevations:		
principal building(s):	<u>38'-5"</u>	<u>33'</u>
accessory building(s):	<u></u>	<u></u>
Dwelling unit size(s):	<u>1125sf - 1615sf</u>	<u></u>
Total building coverage:	<u>36.1%</u>	<u>70%</u>
Total lot coverage:	<u>58.16%</u>	<u>70%</u>
Floor area ratio:	<u>0.9</u>	<u>1.5</u>
Accessory building(s):	<u>N/A</u>	<u></u>
Spacing between buildings: [depict on attached plans]		
principal building(s):	<u></u>	<u></u>
accessory building(s):	<u></u>	<u></u>
Number of off-street parking spaces required: <u>25</u>		
Number of loading spaces required: <u>1</u>		

Statement of applicant:

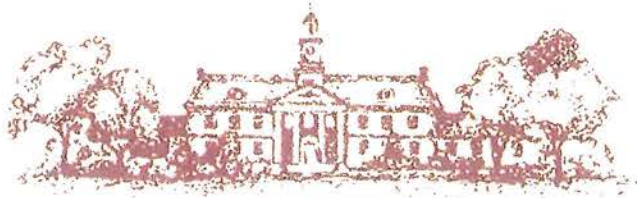
I swear/affirm that the information provided in this form is true and complete. I understand that any omission of applicable or relevant information from this form could be a basis for denial or revocation of the Certificate of Zoning Compliance.

By:

TR
Applicant's signature

Drew Mitchell
Applicant's printed name

Dated: NOVEMBER 3, 2022



**VILLAGE
OF HINSDALE** FOUNDED IN 1873

**COMMUNITY DEVELOPMENT DEPARTMENT
SPECIAL USE PERMIT CRITERIA**

Must be accompanied by completed Plan Commission Application

Address of proposed request: 125 S. Vine Street

Proposed Special Use request: Planned Development/Lifestyle Housing in O-1 District

Is this a Special Use for a Planned Development? ☐ No ☒ Yes (If so this submittal also requires a completed Planned Development Application)

REVIEW CRITERIA

Section 11-602 of the Hinsdale Zoning Code regulates Special use permits. Standard for Special Use Permits: In determining whether a proposed special use permit 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 Plan Commission and Board of Trustees should weigh, among other factors, 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.

FEES for a Special Use Permit: \$1,225 (must be submitted with application)

1. *Code and Plan Purposes.* The proposed use and development will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established.
See attached

2. *No Undue Adverse Impact.* The proposed use and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area, or the public health, safety, and general welfare.
See attached

1. **Code and Plan Purposes.** The proposed use and development will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established.

The General Purposes of the Lifestyle Housing Use is to provide very high quality townhouse and condominium dwellings near downtown Hinsdale. The vacant and underutilized Zion School building may be redeveloped to preserve the historic and distinctive residential character of the building and neighborhood in which it has been located since 1931. The proposed Lifestyle Housing use for this location provides each of the General Purposes for such a District including being attractive to existing Hinsdale residents seeking low maintenance living close to neighbors, friends, familiar institutions, near downtown shopping and close to the transportation center of the Village. This site also offers the transitional nature between the downtown retail area environment and nearby single family residential areas.

It should be noted that Section 11-603 M (8) of the Zoning Code concerning Lifestyle Housing indicates that certain standards for planned developments set forth in subsection E of the planned development requirements section are not useful to the concept of lifestyle housing in the context authorized by this section. Accordingly, although the principles set forth in said subsection E of this section may be used to guide the board of trustees, the provisions in subsections E2(d), "Public Open Space And Contributions", E2(e), "Common Open Space", and E2(g), "Building And Spacing", of this section shall not be strictly applicable to a lifestyle housing proposal. Please consider this latitude when reviewing this request.

2. **No Undue Adverse Impact.** The proposed use and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area, or the public health, safety, and general welfare.

The proposed Lifestyle Housing use will preserve the residential character of the area by enabling the existing brick and limestone masonry structure to be renovated and maintained. The traffic to be generated by the proposed Lifestyle Housing use will have significantly less impact on the neighborhood versus the former school use or alternative institutional uses thereby benefitting the safety and general welfare of the adjacent property and neighborhood.

3. **No Interference with Surrounding Development.** The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.

The historic envelope and footprint of the existing building will be maintained to ensure compatibility with the existing characteristics of the area. By retaining and renovating the existing structure the Lifestyle Housing use will protect this sensitive area of transition from the downtown business district to the adjacent residential neighborhood.

4. *Adequate Public Facilities.* The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.

The in-fill location of the Zion School building allows for utilization of existing infrastructure which will adequately serve the proposed Lifestyle Housing use. In addition, sidewalk and parkway renovation as well as reduction of on-street parking will serve to enhance the public right of way serving the surrounding neighborhood.

5. *No Traffic Congestion.* The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.

The proposed Lifestyle Housing use limited to twelve residential units will generate significantly less traffic than the former school use or other potential institutional uses.

A preliminary traffic study has confirmed the limited traffic impact the proposed use would have on the surrounding residential streets.

6. *No Destruction of Significant Features.* The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.

Preservation of the existing structure and re-use as Lifestyle Housing will maintain the scenic and historic features of the existing neighborhood and will enhance the natural and historic environment in the area.

7. *Compliance with Standards.* The proposed use and development complies with all additional standards imposed on it by the particular provision of this Code authorizing such use.

The redevelopment and renovation of the existing structure for Lifestyle Housing use will comply with the important standards of the code while enabling preservation of an existing historic structure and thereby minimizing disruption of the continuity of the existing residential neighborhood.

8. *Special standards for specified special uses.* When the district regulations authorizing any special use in a particular district impose special standards to be met by such use in such district.

The redevelopment and renovation of the existing structure for Lifestyle Housing use will comply with the special standards of the code while enabling preservation of an existing historic structure and thereby minimizing disruption of the continuity of the existing residential neighborhood. Considerations. In determining whether the applicant's evidence establishes that the foregoing standards have been met, the Plan Commission shall consider the following:

Public benefit. Whether and to what extent the proposed use and development at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community.

Redevelopment and preservation of the existing structure for Lifestyle Housing use will benefit the public interest by providing a desirable low maintenance housing option for existing Hinsdale residents as intended by the code. In addition, the proposed use will preserve an existing historic building thereby minimizing any impact upon the surrounding community and benefitting the general welfare of the surrounding residential neighborhood.

9. *Alternate locations.* Whether and to what extent such public goals can be met by the location of the proposed use and development at some other site or in some other area that may be more appropriate than the proposed site.

The location of this historic structure is unique in the Village and offers each of the attributes indicated within the General Purposes for the Lifestyle Housing use including proximity to the downtown shopping and amenities, close to the transportation center of the Village and serving as a transitional use between the downtown retail environment and nearby single family residential areas.

-
10. *Mitigation of adverse impacts.* Whether and to what extent all steps possible have been taken to minimize any adverse effects of the proposed use and development on the immediate vicinity through building design, site design, landscaping, and screening.

While preserving the existing historic structure for use as Lifestyle Housing, the site will also be enhanced by providing landscape improvements and public open space for use by neighbors and residents of the development. In addition, the reduction of exterior on site parking and paved areas will result in a significant increase of pervious area to minimize stormwater runoff to the surrounding neighborhood. Parking for the Lifestyle Housing use will be located primarily within the existing building utilizing its lower level thereby improving the visual impact upon surrounding properties.



PLANNED DEVELOPMENT CRITERIA

Community Development Department

***Must be accompanied by completed Plan Commission Application**

Address of proposed request: 125 S. Vine Street (Vine Street Station)

Proposed Planned Development request: Lifestyle Housing

REVIEW CRITERIA:

Section 11-603 of the Hinsdale Zoning Code regulates Planned developments. The Board of Trustees, in accordance with the procedures and standards set out in Section 11-603 and by ordinance duly adopted, may grant special use permits authorizing the development of planned developments, but only in the districts where such developments are listed as an authorized special use. Planned developments are included in the Zoning Code as a distinct category of special use. As such, they are authorized for the same general purposes as all other special uses. In particular, however, the planned development technique is intended to allow the relaxation of otherwise applicable substantive requirements based on procedural protections providing for detailed review of individual proposals for significant developments. This special regulatory technique is included in the Code in recognition of the fact that traditional bulk, space, and yard regulations of substantially developed and stable areas may impose inappropriate pre-regulations and rigidities upon the development or redevelopment of parcels or areas that lend themselves to an individual, planned approach.

1. *Special use permit standards.* No special use permit for a planned development shall be recommended or granted pursuant to this Section unless the applicant shall establish that the proposed development will meet each of the standards made applicable to special use permits pursuant to Subsection 11-602E of the Zoning Code.

See attached

2. *Additional standards for all planned developments.* No special use permit for a planned development shall be recommended or granted unless the applicant shall establish that the proposed development will meet each of the following additional standards:

- a. *Unified ownership required.* See attached
- b. *Minimum area.*
- c. *Covenants and restrictions to be enforceable by village.*
- d. *Public open space and contributions.*

125 S. Vine Street – PLANNED DEVELOPMENT CRITERIA

1. *Special use permit standards.* No special use permit for a planned development shall be recommended or granted pursuant to this Section unless the applicant shall establish that the proposed development will meet each of the standards made applicable to special use permits pursuant to Subsection 11-602E of the Zoning Code.

The proposed plan will be in harmony with the purposes of the code to benefit the public. Will not have a substantial impact on adjacent properties. Will have adequate public facilities and uses and will positively effect ingress and egress currently at the site. Will maintain the historic aspects of the building and will beautify some significant features including but not limited to masonry and window details.

2. *Additional standards for all planned developments.* No special use permit for a planned development shall be recommended or granted unless the applicant shall establish that the proposed development will meet each of the following additional standards:
 - a. *Unified ownership required. Holladay Properties Services Midwest, Inc is the contract purchaser. Current owner is Zion Lutheran Church.*
 - b. *Minimum area. The proposed development meets the minimum lot area requirement and maximum dwelling units per acre requirement for planned developments.*
 - c. *Covenants and restrictions to be enforceable by village. The proposed covenants, deed restrictions, easements, and similar restrictions to be recorded for the 125 S. Vine Street in connection with the planned development shall provide that they may not be modified, removed, or released without the express consent of the Board of Trustees and that they may be enforced by the Village as well as by future owners within the proposed development.*
 - d. *Public Open Space Contributions. Certain of the standards for planned developments set forth in subsection E of this zoning ordinance are not useful to the concept of lifestyle housing in the context authorized by this section. Accordingly, although the principles set forth in said subsection E of this section may be used to guide the board of trustees, the provisions in subsections E2(d), "Public Open Space And Contributions", E2(e), "Common Open Space", and E2(g), "Building And Spacing", of this section shall not be strictly applicable to a lifestyle housing proposal. The proposed development at 125 S. Vine Street does include a publicly accessible open space/park area located at the corner of Vine Street and Second Street with upkeep to be the responsibility of the owners in the planned development. No other public open space contribution is proposed.*
 - e. *Common open space.*
Amount, location, and use.

A publicly accessible landscaped open space with an area of 3,534 SF is provided at the corner of Vine Street and Second

Street. An enclosed private open space with an area of 2,764 SF is provided for use by building residents in an enclosed courtyard on the south side of the building. A landscaped private open space with an area of 6,265 SF for use by building residents is provided on the east side of the site east of the driveway access. A landscaped private open space with an area of 1,092 sf is provided at the north side of the building to provide area for a landscaped buffer and required screening.

Preservation.

Permanent recorded covenants and easements will preserve the common open space within the proposed development.

Ownership and maintenance.

All common open space will be owned and managed by a Condominium Association to provide necessary maintenance of the site. Protective covenants recorded with the deeds for the property will obligate the Condominium Association to maintain the common open spaces.

Property owners' association.

Will be established to maintain the site. Association will meet all standards indicated in section 11-603 E. 2 (e) (iv)

f. Landscaping and perimeter treatment.

Any area of the proposed 125 S. Vine Street planned development not used for structures or circulation elements shall be landscaped or otherwise improved. The perimeter of the 125 S. Vine Street planned development shall be treated so as to ensure compatibility with surrounding uses by means such as: provision of compatible uses and structures, setbacks, screening, or natural or manmade buffers.

g. Building and spacing.

The building footprint and spacing will remain as is, and all spacing will comply with code requirements.

h. Private streets.

No private streets are required for this site.

i. Sidewalks.

Perimeter public Sidewalks will be renovated/replaced as required.

j. Utilities.

All required utilities are currently in place to serve the proposed development.

3. Additional standards for specific planned developments.

E. Standards And Considerations for Design Review Permit: In passing upon applications for design review permits, the plan commission and the board of trustees shall consider and evaluate the propriety of issuing the design review permit in terms of its effect on the purposes for which the design review district is designated. In addition, the plan commission and the board of trustees shall be guided by the following standards and considerations:

1. Quality of Design And Site Development: New and existing buildings and structures and appurtenances thereof which are constructed, reconstructed, materially altered, repaired, or moved shall be evaluated under the following quality of design and site development guidelines:

E1(b), Materials: The quality of materials and their relationship to those in existing adjacent structures.

The historic masonry building has been an important part of the neighborhood for ninety years and is compatible with adjacent structures including the historic Zion Church. The proposed development will include restoration of the historic exterior masonry façade and replacement of aging windows with the highest quality architecturally correct windows.

E1(c), General Design: The quality of the design in general and its relationship to the overall character of neighborhood.

Through restoration and preservation of the existing historic masonry façade the proposed development will maintain and enhance the essential overall character of the neighborhood.

2. Visual Compatibility: New and existing buildings and structures, and appurtenances thereof, which are constructed, reconstructed, materially altered, repaired, or moved shall be visually compatible in terms of the following guidelines:

E2(a), Height: The height of the proposed buildings and structures shall be visually compatible with adjacent buildings.

The proposed development will maintain the existing building height in order to keep the building as visually compatible with adjacent buildings.

E2(g), Relationship Of Materials And Texture: The relationship of the materials and texture of the facade shall be visually compatible with the predominant materials used in the buildings and structures to which it is visually related.

The proposed development will maintain and restore the existing historic materials and texture of the façade so as to maintain the historic visual compatibility with predominant materials used in the buildings to which it is visually related within the neighborhood.

E2(h), Roof Shapes: The roof shape of a building shall be visually compatible with the buildings to which it is visually related.

The proposed development will maintain the existing historic roof shape comprised of an architectural parapet style so as to maintain the existing historic visual compatibility with the surrounding buildings in the neighborhood.

E2(i), 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.

The proposed development will maintain and enhance the existing building façade and the addition of a masonry landscape wall at the south elevation will maintain and enhance the existing cohesive wall of enclosure along Vine Street and Second Street to enhance the presence of the building within the neighborhood.

E2(j), 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.

The proposed development will maintain and preserve the current size and mass of the historic building thereby maintaining the existing relationship with the buildings and public ways within the surrounding neighborhood.

E2(k), Directional Expression Of Front Elevation: A building 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.

The proposed development will preserve the current historic building and its directional expression of the front elevation so as to remain visually compatible with the buildings and public ways in the surrounding neighborhood.

List all waivers being requested as part of the planned development.

See attached exhibit.



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

Address of proposed request: 125 S. Vine Street (Vine Street Station)

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.
See attached
2. *Materials.* The quality of materials and their relationship to those in existing adjacent structures.
3. *General design.* The quality of the design in general and its relationship to the overall character of neighborhood.

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.
5. *Height.* The height of the proposed buildings and structures shall be 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.
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.
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.
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.
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.
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.

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

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.
See attached.
2. The proposed site plan interferes with easements and rights-of-way.
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.
4. The proposed site plan is unreasonably injurious or detrimental to the use and enjoyment of surrounding property.
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.
6. The screening of the site does not provide adequate shielding from or for nearby uses.
7. The proposed structures or landscaping are unreasonably lacking amenity in relation to, or are incompatible with, nearby structures and uses.
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.
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.

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.

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

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

EXTERIOR APPEARANCE AND SITE PLAN REVIEW CRITERIA

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.

The proposed site plan utilizes the existing structure without an increase in the building footprint thereby maintaining all current open space and setbacks. The current proposal is to maintain the existing building envelope. Each of the existing open space areas will include landscaping and screening to comply with code requirements. In addition, the elimination of an existing surface parking area will result in additional landscaped area and an increase in pervious surface reducing stormwater runoff from the development site.

2. **Materials.** The quality of materials and their relationship to those in existing adjacent structures.

The development plan includes renovation and restoration of the existing historic masonry structure including all existing limestone detailing and stained glass window features. Existing windows and doors will be replaced with compatible modern products which complement the historic architecture.

3. **General design.** The quality of the design in general and its relationship to the overall character of neighborhood.

The existing structure has been part of the neighborhood since 1931 and will be renovated and preserved in it's entirety. By preserving the historic elements of the building the project will serve to maintain the current character of the neighborhood.

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.

By maintaining the existing building footprint, increasing pervious area and maintaining existing open space on the site the proposed development will maximize public benefit while providing efficient pedestrian and vehicle access, ample parking enclosed within the building and retain and preserve existing mature trees and shrubs based upon specific recommendations of the Village Forester.

5. **Height.** The height of the proposed buildings and structures shall be visually compatible with adjacent buildings.

The height of the current building will remain unaltered. All roof top equipment shall be screened by the existing parapet. An elevator will be added to the building and will include an over-run element which will extend above the roof height as depicted in the building elevations. The elevator over-run exterior will be clad with brick to match the color of the existing building and will be positioned interior to the building perimeter to minimize its visibility from surrounding properties.

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.

The existing structure will be maintained in its current configuration. The proportions of the existing building will be not be altered.

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.

We are proposing to modernize the existing windows and increasing the size of some window openings in accordance with the proposed elevations. The existing stained glass window in the SE stair tower will be restored and illuminated from the interior of the building.

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.

The existing structure and it's rhythm of solids to voids will be maintained in its current configuration as indicated in the proposed elevations.

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.

The existing structure will be maintained its current configuration with no change to the building footprint and spacing on streets thereby maintaining the current visual compatibility with the surrounding neighborhood.

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.

The existing entrances and projections to sidewalks shall be maintained along with the existing configuration and footprint of the building. Private balconies are included to provide exterior access for each of the twelve residential units proposed for the building.

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.

The existing building materials comprising the façade of the historic structure will be maintained and restored. The building has unique stone and masonry details that have been neglected and are tarnished. These details will be highlighted as part of the building renovation.

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

The roof shape of the existing structure will remain in its current configuration. Rooftop mounted equipment will be screened from view by the existing parapet. Only the elevator over-run to be added will extend above the existing parapet height.

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.

We are proposing a masonry garden wall to enclose a private garden area along Second

Street which will create a cohesive enclosure compatible with the existing structure and to enhance the streetscape and pedestrian scale at the public sidewalk. In addition, restoration of the parkway along second street and reduction of diagonal on street parking is proposed to enhance the visual appearance of the street scape. 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.

14. *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.

The existing structure will be maintained and restored in its current configuration thereby preserving the current directional character of the building which has been a part of the neighborhood for over 90 years.

15. *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.

By maintaining and renovating the existing structure there will be minimal change to the existing style, craftsmanship and detailing. Any modern materials to be added to the building such as windows and doors will be accomplished utilizing architecturally compatible products consistent with the historical context of the building.

REVIEW CRITERIA – Site Plan Review

Below are the criteria that will be used by the Plan Commission and Board of Trustees in determining is 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.

The existing building does not meet some of the modern setback requirements and would exceed the FAR requirements because it was built before these were in place. However, this departure from standards is warranted in order to preserve the existing structure.

2. The proposed site plan interferes with easements and rights-of-way.

Not Applicable. No easements or rights-of-way are impacted by the renovation of the existing structure in its current configuration.

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.

By maintaining the structure and building footprint in its current configuration, the site plan minimizes impact to significant natural and topographical features of the site. The site landscaping will be enhanced with additional vegetation and the mature trees will be preserved based upon specific recommendations by the Village forester. By eliminating the existing on site exterior parking lot and providing parking within the existing building, the permeable surface area and open space area are increased significantly.

4. The proposed site plan is unreasonably injurious or detrimental to the use and enjoyment of surrounding property.

By preservation and renovation of the existing structure in its current configuration and by increasing the permeable area and open space area on the site, the proposed site plan will enhance the use and enjoyment of surrounding residential areas. The proposed site plan will create opportunities for public enjoyment with improved landscaped outdoor spaces.

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.

The proposed Lifestyle Housing use will result in a significantly reduced traffic impact to the existing residential area as compared to the previous school use and potential institutional use of the property. A preliminary traffic study has been provided which examines the limited traffic impact created by the twelve residential units proposed for the building. The fully enclosed parking area contained within the lower level of the existing structure results in a reduction of on street parking within the existing residential neighborhood.

6. The screening of the site does not provide adequate shielding from or for nearby uses.

The proposed site plan provides landscape screening from adjacent properties as required by code. The proposed site plan provides an increase of permeable site area and landscape open space area benefitting the neighboring properties and enhancing the visual appearance of the community.

7. The proposed structures or landscaping are unreasonably lacking amenity in relation to, or are incompatible with, nearby structures and uses.

By maintaining and preserving the existing historic structure on the site, the proposed site plan maintains compatibility with the surrounding structures and uses. By enhancing the existing landscaping and providing a publicly accessible open space area the amenity provided to the surrounding community is improved significantly.

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.

The proposed site plan will maintain the current open spaces and provides an increase in permeable area and landscape open space resulting from the elimination of an exterior on-site parking area.

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.

The proposed site plan provides an increased permeable surface area by elimination of the existing exterior on-site parking area thereby reducing the impact of stormwater runoff from the site upon surrounding properties. In addition, the proposed site plan complies with the

requirements of the DuPage County stormwater ordinance.

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.

The preservation and re-use of the existing structure enables the site plan to utilize existing utilities serving the site accommodate the proposed Lifestyle Housing residential use of the building.

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

Although not currently a designated public use area, The proposed site plan provides a publicly accessible landscaped open space at the corner of Vine Street and Second Street for the enjoyment of the surrounding community.

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

The site will not negatively affect the public health, safety, or general welfare of the community. By providing a housing option consistent with the requirements of the Lifestyle Housing code the proposed site plan enhances the general welfare of the community.



**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 125 S. Vine Street

Description of the proposed request: Rezone from IB District to O1 District to allow for Lifestyle Housing Planned Development.

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.
See attached.
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, such trend since the subject property was placed in its present zoning classification.

ZONING CODE TEXT AND MAP AMMENDMENT APPLICATION

1. The consistency of the proposed amendment with the purpose of this Code.

The proposed amendment to allow rezoning of the property to)-1 Specialty Office District is consistent with the adjacent land uses to the North of the subject property and allows for a transition to residential uses to the west.

2. The existing uses and zoning classifications for properties in the vicinity of the subject property.

Properties to the North are zoned O-1/ Properties to the East are zoned I-B Institutional. Properties to the South are zoned I-B Institutional. Properties to the West are Zoned R-4 Single family residential.

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.

The trend of development in the area is consistent with this request. This mature area is currently fully developed as a transitional area between the downtown retail area, adjacent O-1 specialty office district area and the R-4 single family residential area. The IB district is isolated and allows the institutional uses for the Zion Lutheran Church operations.

4. The extent, if any, to which the value of the subject property is diminished by the existing zoning classification applicable to it.

The value of the subject property is diminished by the Institutional Buildings classification which allows limited uses which apply to its former use as an elementary school. As demand for the school use declined the value of the property has also declined.

5. The extent to which any such diminution in value is offset by an increase in the public health, safety, and welfare.

There is no offsetting increase in the public health, safety and welfare resulting from the vacant school building. The vacant building will decline further over time due to deferred maintenance expenses and obsolescence.

6. The extent, if any, to which the use and enjoyment of adjacent properties would be affected by the proposed amendment.

The use and enjoyment of adjacent properties will be enhanced by the proposed amendment allowing restoration and renovation of the property as required to attract marketable uses allowed under the O-1 District.

7. The extent, if any, to which the value of adjacent properties would be affected by the proposed amendment.

The value of adjacent properties will be enhanced by the proposed amendment which will enable the property to attract uses allowed under the O-1 District.

8. The extent, if any, to which the future orderly development of adjacent properties would be affected by the proposed amendment.

The proposed amendment to the O-1 District will enable future orderly development of adjacent

properties in this transitional area between the downtown retail district to the east and the adjacent single family residential district to the west.

9. The suitability of the subject property for uses permitted or permissible under its present zoning classification.

The subject property is no longer suitable to attract the prior educational use of the site. The allowed institutional uses are no longer viable in this location.

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.

The site allows adequate ingress and egress using second street consistent with its prior use as an elementary school. Due to the small site area, there is limited traffic impact to surrounding streets associated with the potential uses in the proposed O-1 district as compared to the prior Institutional use as a school.

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.

There are adequate utilities in place to serve the potential uses permitted under the present zoning classification at this mature infill site location.

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.

This site has been largely vacant since 2005. Its most recent use only involved the school gymnasium use for indoor little league baseball practice. Otherwise the properties in the vicinity of the subject property are fully developed in this mature community.

13. The community need for the proposed amendment and for the uses and development it would allow.

The community will benefit from the proposed amendment as the subject property will be returned to active use without the limitations imposed by the current Institutional Building classification.

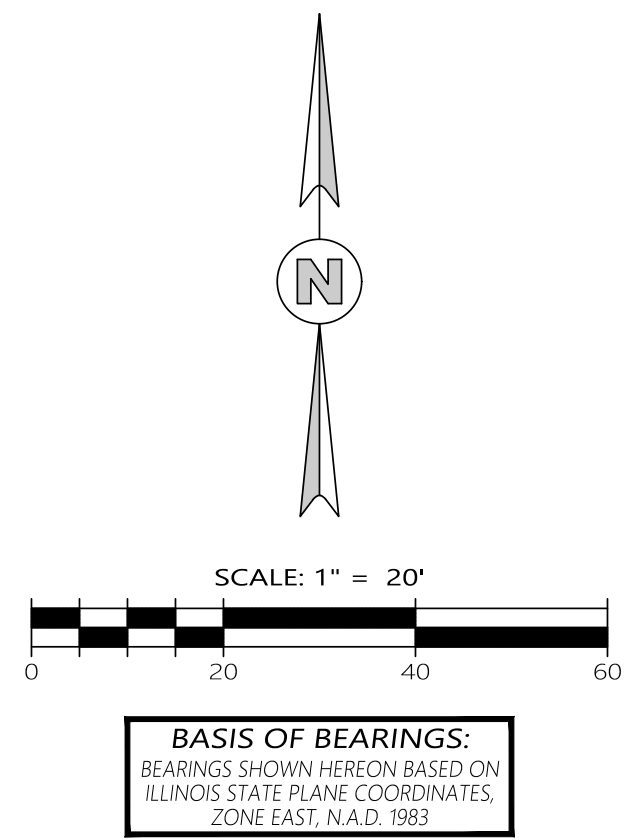
14. The reasons, where relevant, why the subject property should be established as part of an overlay district and the positive and negative effects such establishment could be expected to have on persons residing in the area.

Not applicable.

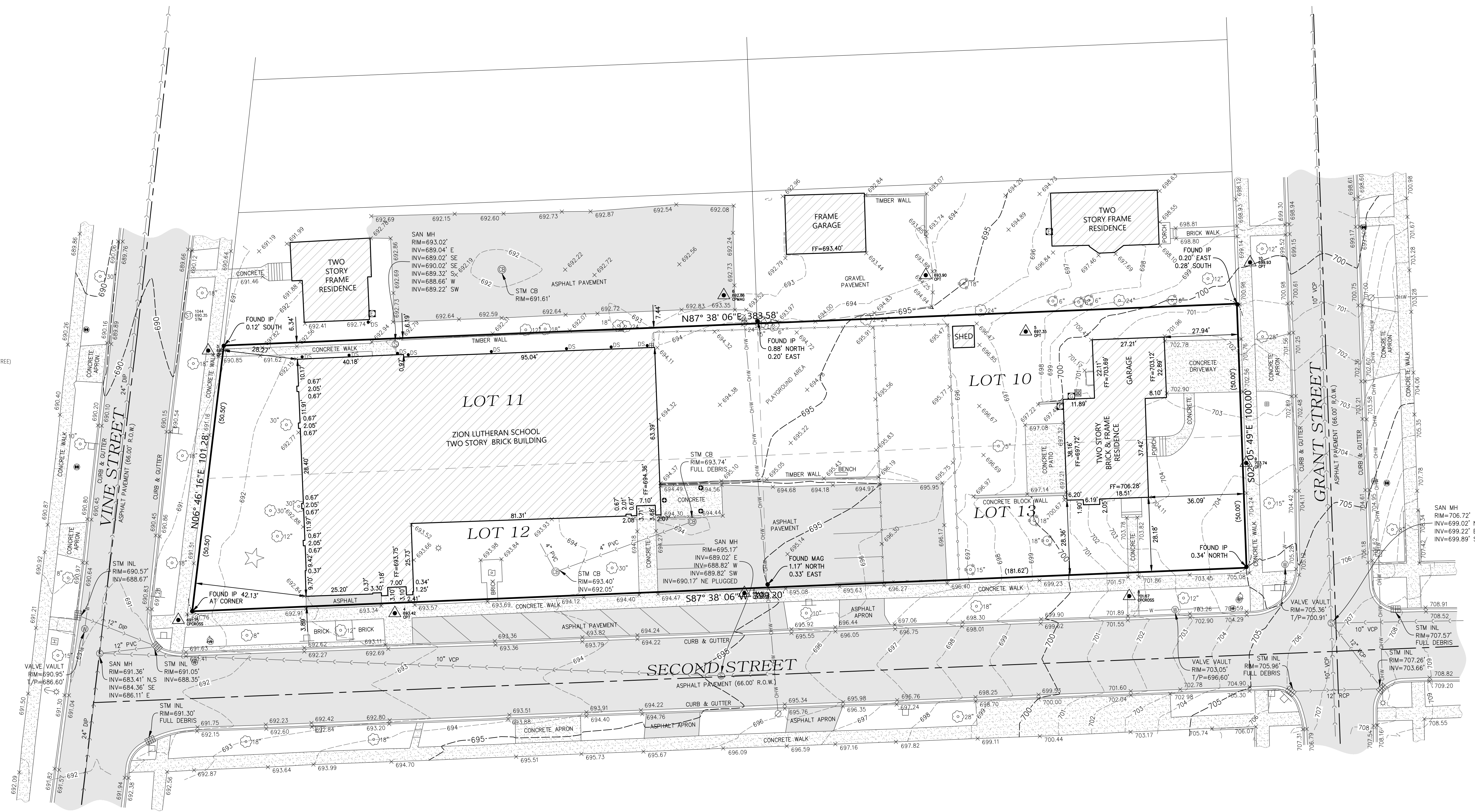
BOUNDARY AND TOPOGRAPHIC SURVEY

LEGAL DESCRIPTION

LOTS 10, 11, 12 AND 13 IN BLOCK 6 IN J.I. CASE'S ADDITION TO HINSDALE, DUPAGE COUNTY, ILLINOIS, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 13, 1872 AS DOCUMENT NUMBER 15440, IN DUPAGE COUNTY, ILLINOIS.



- LEGEND
- EXISTING AIR CONDITIONER
 - EXISTING BOLLARD
 - EXISTING FLAGPOLE
 - EXISTING HANDHOLE
 - EXISTING LIGHT POLE
 - EXISTING TELEPHONE PEDESTAL
 - EXISTING SIGN
 - EXISTING SANITARY MANHOLE
 - EXISTING STORM CATCH BASIN
 - EXISTING STORM INLET
 - EXISTING STORM MANHOLE
 - EXISTING FIRE HYDRANT
 - EXISTING WATER BUFFALO BOX
 - EXISTING WATER VALVE
 - EXISTING WATER VALVE & VAULT
 - EXISTING DECIDUOUS TREE (LEAF TREE)
 - EXISTING CONIFEROUS TREE (NON LEAF TREE)
 - EXISTING ELECTRIC METER
 - EXISTING GAS METER
 - EXISTING GAS VALVE
 - EXISTING POWER POLE
 - EXISTING GUY WIRE
 - PARCEL LIMITS
 - CENTER LINE OF RIGHT OF WAY
 - EXISTING SANITARY LINE
 - EXISTING STORM LINE
 - EXISTING WATERMAIN LINE
 - EXISTING OVERHEAD WIRES
 - EXISTING WOOD FENCE
 - EXISTING CHAIN LINK FENCE
 - EXISTING CONTOUR MAJOR 5 FOOT
 - EXISTING CONTOUR MINOR 1 FOOT
 - EXISTING BUILDING
 - EXISTING CONCRETE PAVEMENT
 - EXISTING ASPHALT PAVEMENT



STATE OF ILLINOIS)
COUNTY OF DEKALB)
WE, REGIONAL LAND SERVICES, LLC, ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-007858-0010, DO HEREBY DECLARE THAT WE HAVE SURVEYED THE TRACT OF LAND SHOWN HEREON AND THIS PLAT IS A CORRECT REPRESENTATION OF SAID TRACT.
GIVEN UNDER MY HAND AND SEAL THIS 7 DAY OF JUNE, A.D. 2021, AT SYCAMORE, ILLINOIS.
RUDY P. DIXON
ILLINOIS PROFESSIONAL LAND SURVEYOR
LICENSE NO. 035-003832
SYCAMORE, ILLINOIS
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A TOPOGRAPHIC SURVEY.



BENCHMARKS:

BENCHMARK #401
NORTH FLANGE BOLT ON FIRE HYDRANT LOCATED AT THE NORTHEAST CORNER OF SOUTH VINE STREET AND SECOND STREET.
ELEVATION=693.64' NAVD88

BENCHMARK #402
NORTH FLANGE BOLT ON FIRE HYDRANT LOCATED AT THE NORTHWEST CORNER OF SOUTH GRANT STREET AND SECOND STREET.
ELEVATION=706.93'

UTILITY STATEMENT
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES DECLARE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

811 Know what's below. JULIE
Call before you dig. (OUTSIDE CHICAGO AREA)
CALL 48 HOURS (2 WORKING DAYS) BEFORE YOU DIG
811 or 1-800-892-0123

PROJECT NUMBER: 210157	DATE: 6/7/2021	DRAWN BY: RMH
SHEET: 1 OF 1	SCALE: 1" = 20'	CHECKED BY: RPD
DRAWING NUMBER: PLAT	ISSUED: 6/7/2021	DATE: 6/7/2021
PROPERTY ADDRESS: 125 S VINE STREET	ISSUED: 6/7/2021	DATE: 6/7/2021
DESCRIPTION: BOUNDARY AND TOPOGRAPHIC SURVEY	ISSUED: 6/7/2021	DATE: 6/7/2021
REVISIONS:	REVISIONS:	REVISIONS:
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ZION LUTHERAN CHURCH AND EARLY CHILDHOOD EDUCATION CENTER

204 SOUTH GRANT STREET

HINSDALE IL 60521

Rev. Jay Klein, Pastor
Zion Lutheran Church
Phone: 630.323.0384
zionhinsdale.org



Ms. Elizabeth Reilley, Director
Early Childhood Education Center
Phone: 630.323.0065
zionlutheranecec.org

October 21, 2022

Ms. Bethany Salmon
Village Planner
Village of Hinsdale
19 E. Chicago Avenue

Re: 125 S. Vine Street and 204 S. Grant Street- Letter of Authorization

Dear Bethany:

This letter authorizes Holladay Properties and its affiliates to prepare and submit the Detailed Plan Application and associated documents including; rezoning applications, plat applications, application for amendment to the original Planned Development for Zion Church (Ordinance No. 02004-15), and other forms and applications necessary to facilitate the entitlement, development and adaptive reuse of the Zion School located at 125 S Vine St, Hinsdale IL, of which Holladay Properties is under contract to purchase from Zion Lutheran Church.

Should you have any questions, please do not hesitate to contact me.

Signed,

Suzanne McGivney
Congregational President
Zion Lutheran Church
204 S Grant St, Hinsdale, IL 60521
630-202-6302
Mcgivneys@comcast.net

Cc: Drew Mitchell- Holladay Properties

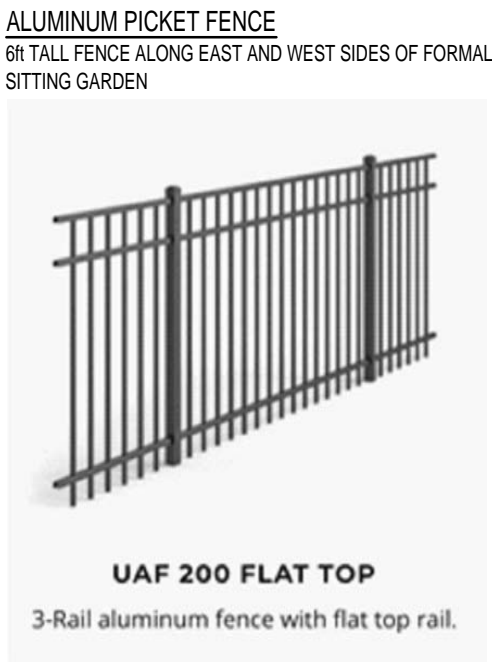


125 S. Vine Street - Lifestyle Housing + 0-1 District Requirements				
Item	Code Requirement	Proposed Development	Variance Required	District
Maximum height	33 feet or district maximum, whichever is higher, but in no event more than 3 stories	38'-5"	Yes	0-1
Minimum Lot area	8,500 square feet	26,639 square feet	No	0-1
Lot area	20,000 square feet	26,639 square feet	No	Lifestyle
Maximum units per acre	35	12 units on 0.61 acres = 7.33/acre	No	Lifestyle
Minimum lot width	60 feet	100 feet	No	Lifestyle
Minimum lot depth	125 feet	274.2 feet	No	Lifestyle
Maximum lot coverage	70 percent	58.16 percent	No	Lifestyle
Maximum building coverage	70 percent	36.1 percent	No	0-1
Maximum floor area ratio (FAR)	1.5	0.9	No	Lifestyle
Minimum number of off street parking spaces	1.5 spaces per unit = 18 spaces	25 spaces = 2.08 spaces per unit	No	Lifestyle
Front Yard Setback	35 feet	28.27 ft	Yes	0-1
Corner Side Yard Setback	35 feet	2.41 ft	Yes	0-1
Interior Side Yard Setback	10 feet	6.19 ft	Yes	0-1
Rear Yard Setback	25 feet	96.64 ft	No	0-1
Parking Interior Side Yard Setback	10'	5'	Yes	0-1

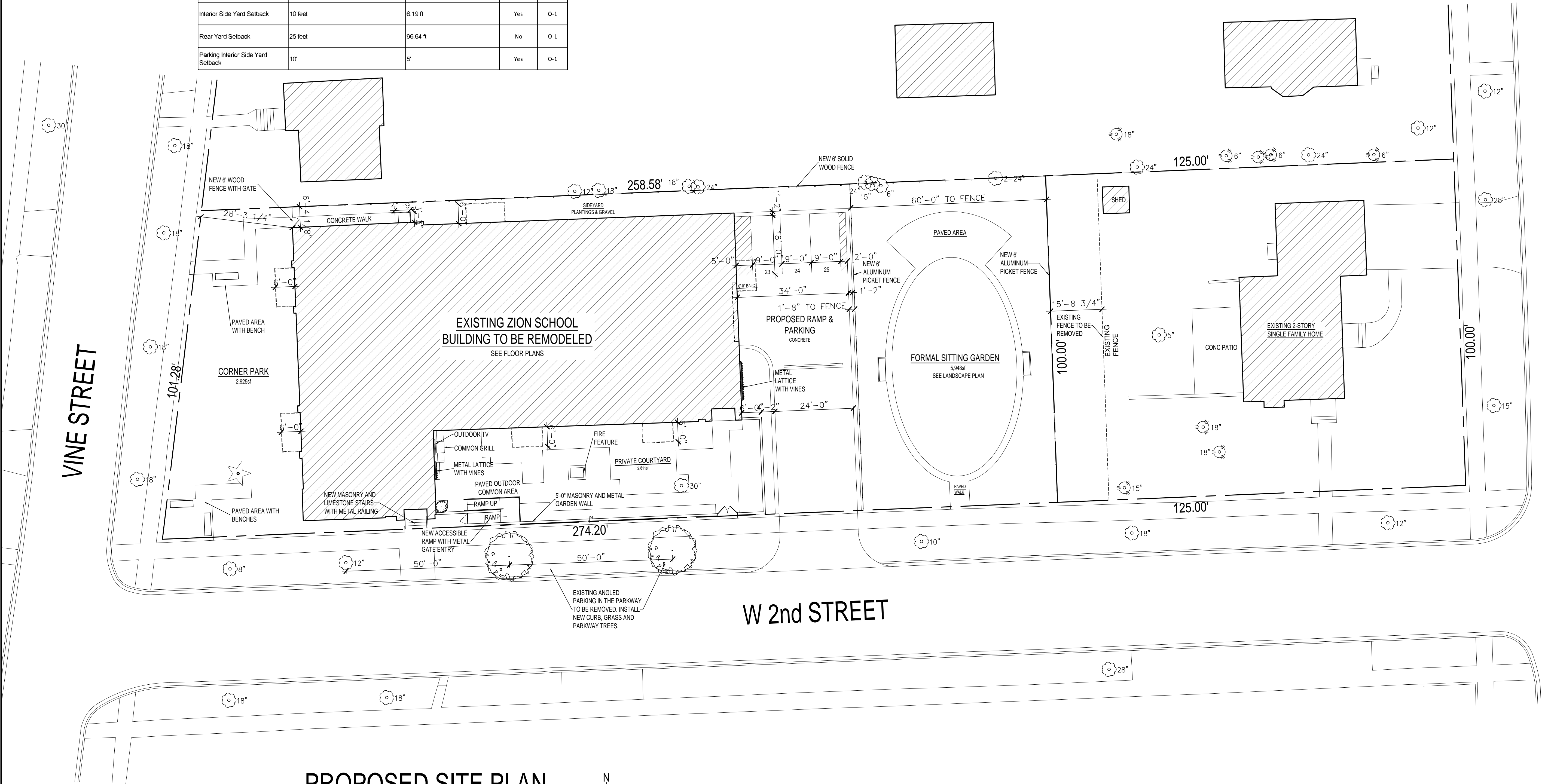
Existing Gross Floor Area	
**Basement	4,796sf
*1st Floor	3,950sf
2nd Floor	9,591sf
Gross Floor Area	18,337sf
*1st Floor is partial due to 2-story space taken by the gym. **GFA = Fifty percent (50%) of all floor area located in a basement per GFA Definition.	

Proposed Gross Floor Area	
Basement	4,796sf
1st Floor	9,591sf
2nd Floor	9,591sf
Gross Floor Area	23,978sf

125 S. Vine Greenspace and Impervious Areas	
Existing Pervious Area	12,562sf
Existing Impervious Area	14,077sf
TOTAL	26,639
New Pervious Area	11,145sf
New Impervious Area	15,494sf
TOTAL	26,639



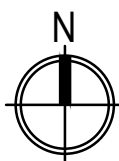
116 S. Grant Street - 1-B District Requirements			
Item	Code Requirement	Proposed Development	Variance Required
Maximum height	40 feet	27'-0"	No
Interior Side Yard Setback	25 feet	11.4 ft	Yes
Corner Side Yard Setback	35 feet	28.18 ft	Yes
Front Yard Setback	35 feet	27.94 ft	Yes
Rear Yard Setback	25 feet	57.99 ft	No
Minimum Lot area	60,000 square feet	12,500	No
Minimum lot width	200 feet	100 feet	No
Minimum lot depth	250 feet	125 feet	No
Maximum lot coverage	80 percent	25.4 percent	No
Maximum building coverage	35 percent	14.4 percent	No
Maximum floor area ratio	0.5	0.2	No
Minimum number of off street parking spaces	N/A	2 spaces in attached garage	No



PROPOSED SITE PLAN

SCALE: 1/16" = 1'-0"

1" = 16' 0"



GRANT STREET

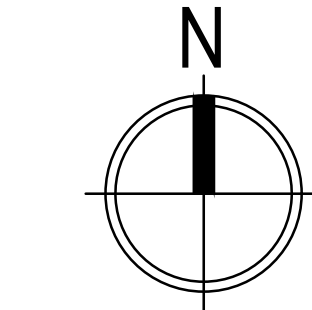
125 S. VINE ST.
HINSDALE, IL

TANDEM ARCHITECTURE



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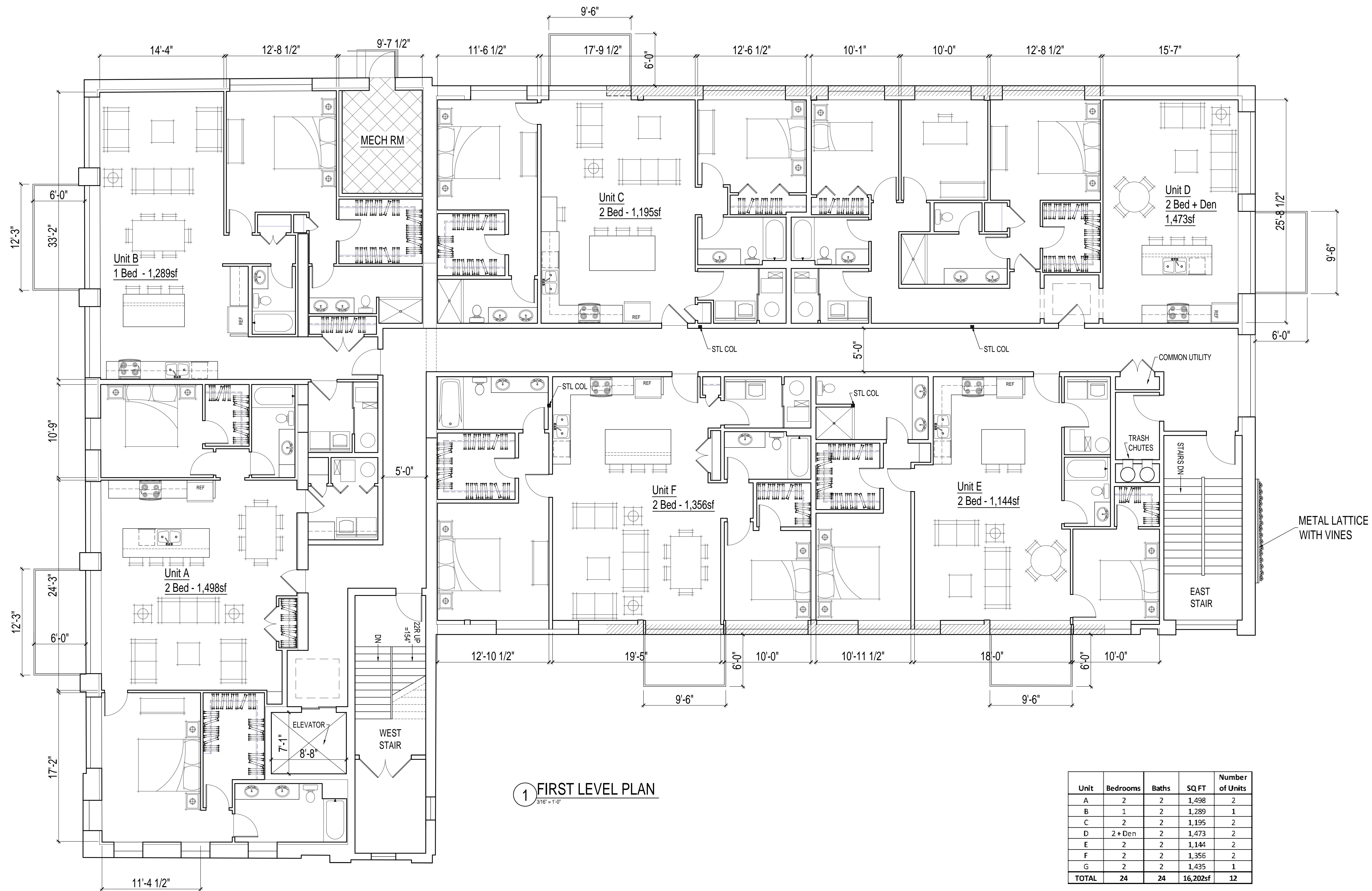
BOARD SUBMITTAL 10/31/22	
BOARD SUBMITTAL 3/10/23	
BOARD SUBMITTAL 3/20/23	
BOARD SUBMITTAL 5/26/23	



JOB NO. A21503
PROJ. MGR. C.W.
JOB CAPTAIN C.W.
CHECKED BY

SHEET

A1.0



DEPARTMENT OF BUILDING APPROVAL STAMP

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BOARD SUBMITTAL 10/31/22

BOARD SUBMITTAL 3/10/23

BOARD SUBMITTAL 3/20/23

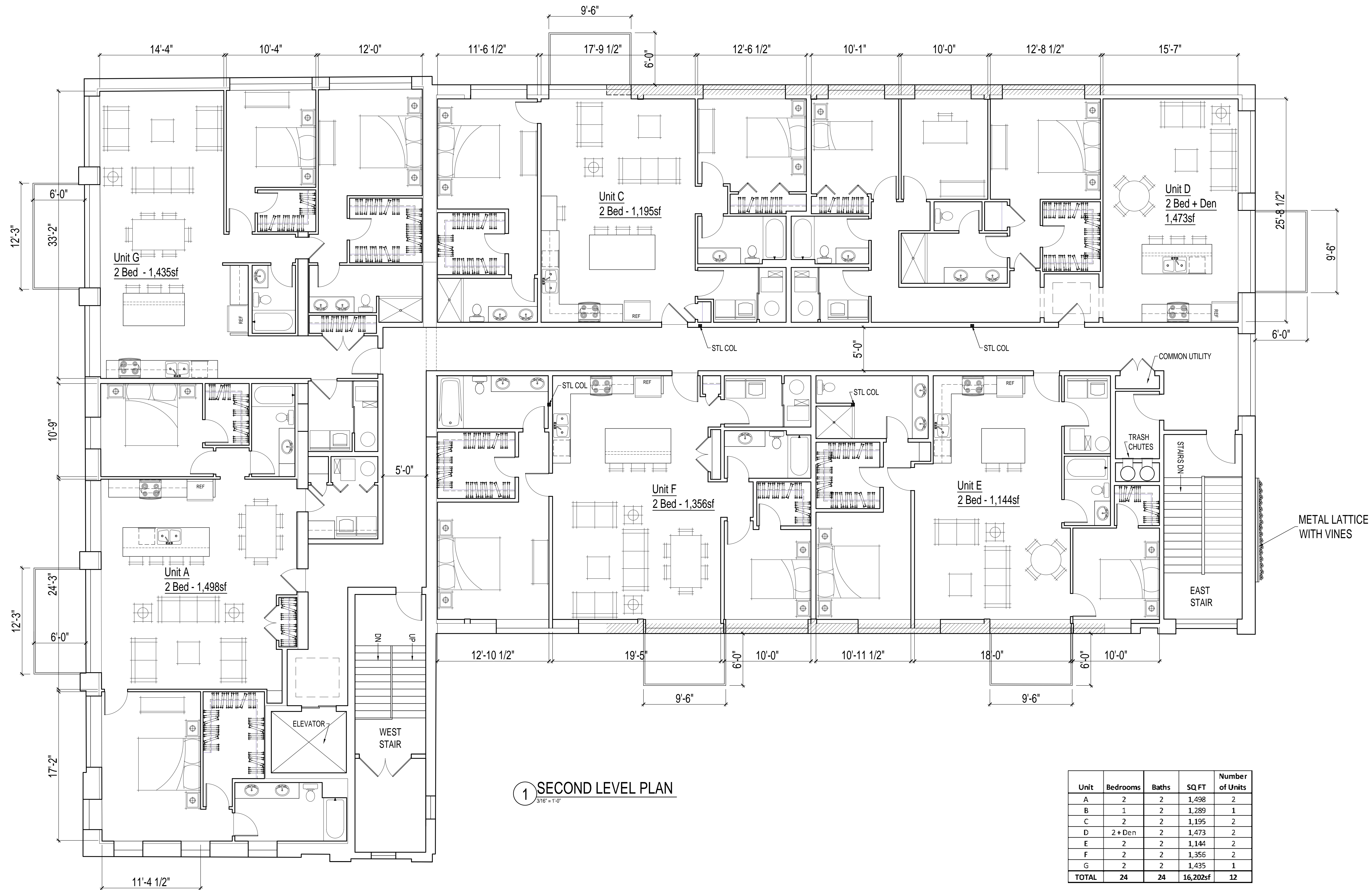
BOARD SUBMITTAL 5/26/23

125 S. VINE ST.
HINSDALE, IL

TANDEM ARCHITECTURE

JOB NO. A21503
PROJ. MGR. C.W.
JOB CAPTAIN C.W.
CHECKED BY

SHEET
A1.2



DEPARTMENT OF BUILDING APPROVAL STAMP

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BOARD SUBMITTAL 3/20/23

BOARD SUBMITTAL 5/26/23

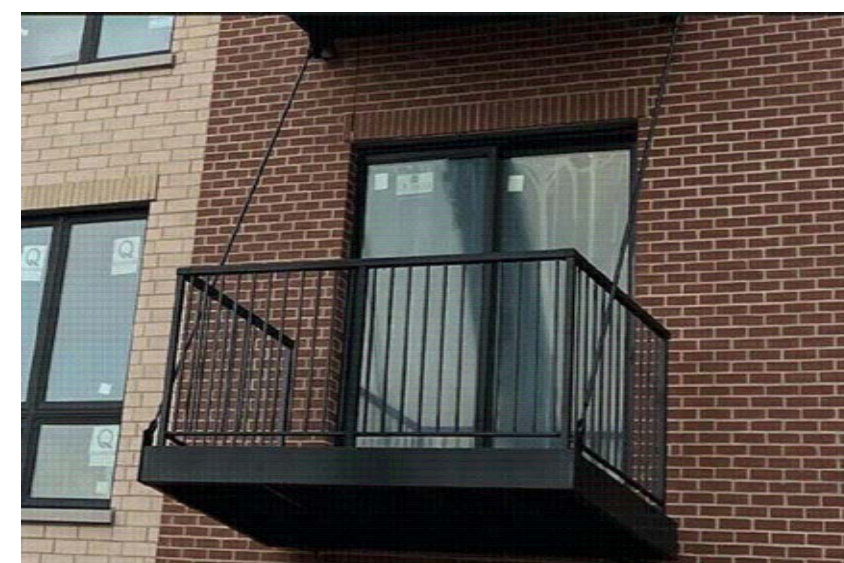
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HINSDALE, IL

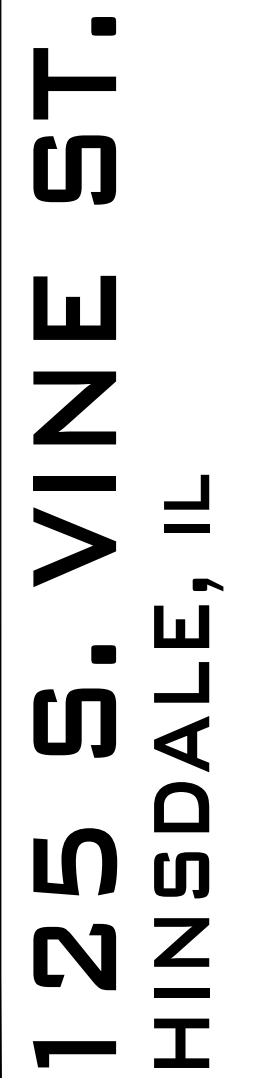
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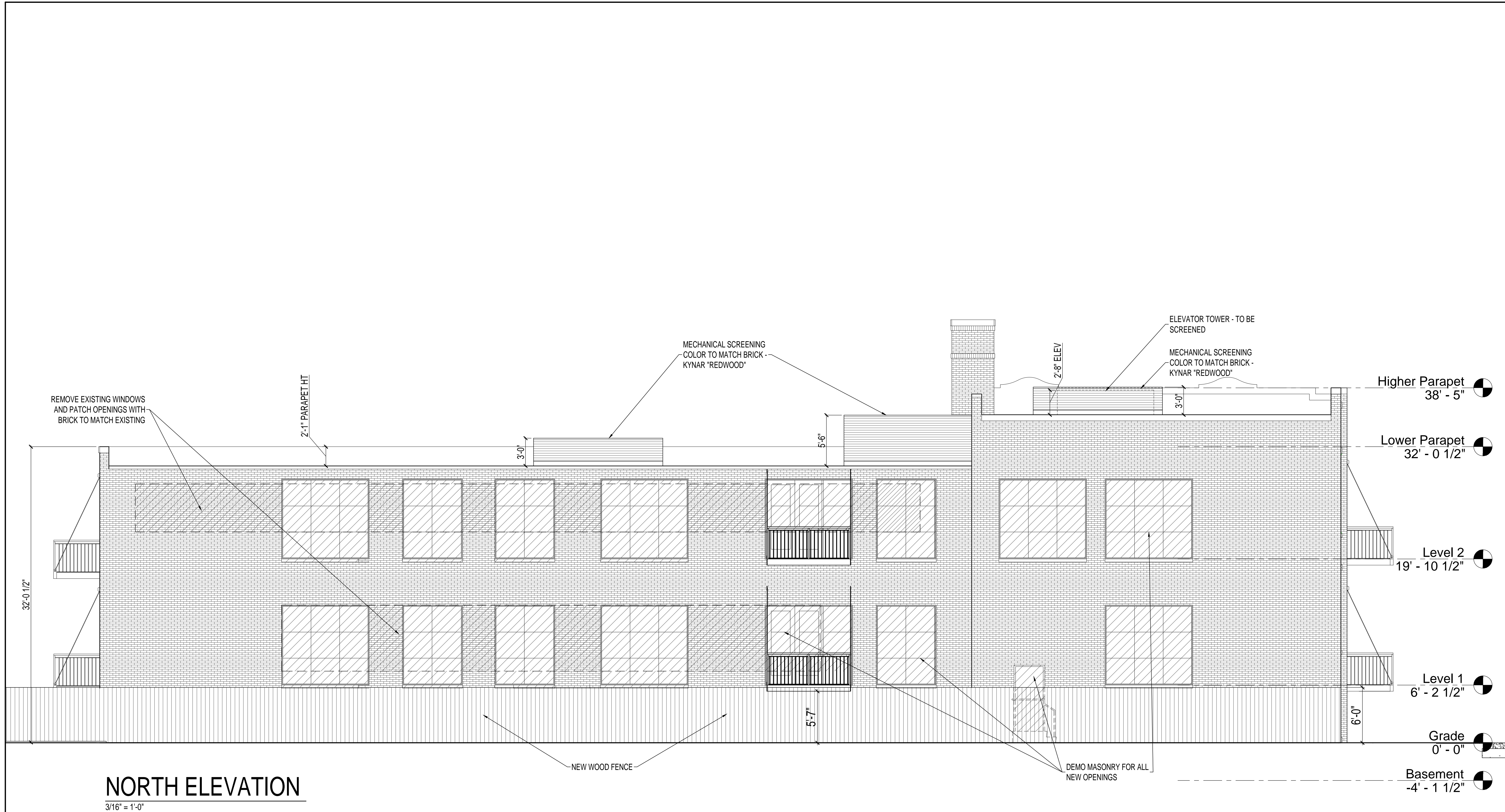
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JOB CAPTAIN C.W.
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BOARD SUBMITTAL	10/31/22
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BOARD SUBMITTAL	3/30/23
BOARD SUBMITTAL	5/26/23





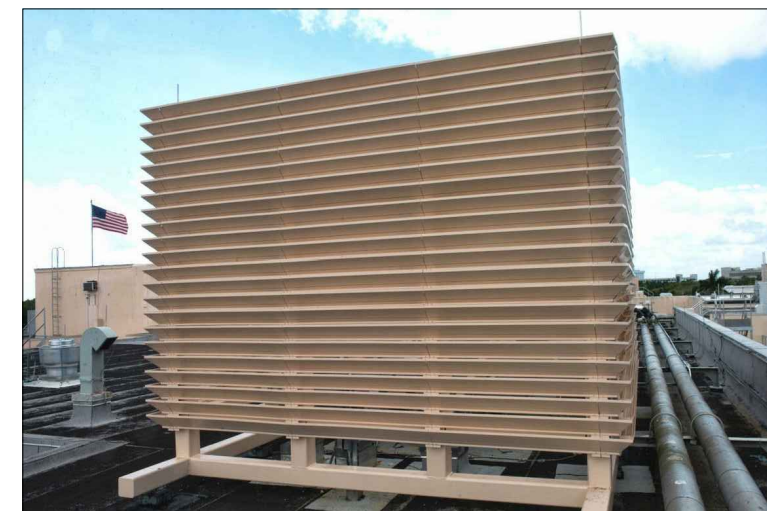


NORTH ELEVATION

3/16" = 1'-0"

ARCHITECTURAL COVERS															
STANDARD BAKED ENAMEL / KYNAR® COLORS															
SWISS WHITE	PERLUM WHITE	DOVE GRAY	TEAL BLUE	PAVANE	SHALE STONE	SLATE GRAY	PERIWINKLE BLUE	PUBLICITY	TRAVERTINE	TRAVERTINE GRAY	SLATE BLUE	ANTIQUE BRONZE	TRAVERTINE	TRAVERTINE GRAY	TRAVERTINE GRAY
BLUE	BRONZE	DARK BRONZE	BLACK	CLAY	TRAVERTINE	TRAVERTINE GRAY	TRAVERTINE GRAY	TRAVERTINE GRAY	TRAVERTINE GRAY	TRAVERTINE GRAY	TRAVERTINE GRAY	TRAVERTINE GRAY	TRAVERTINE GRAY	TRAVERTINE GRAY	TRAVERTINE GRAY
STANDARD ANODIZED COLORS															
CLAY	TRAVERTINE	TRAVERTINE GRAY	TRAVERTINE GRAY	TRAVERTINE GRAY	TRAVERTINE GRAY	TRAVERTINE GRAY	TRAVERTINE GRAY	TRAVERTINE GRAY	TRAVERTINE GRAY	TRAVERTINE GRAY	TRAVERTINE GRAY	TRAVERTINE GRAY	TRAVERTINE GRAY	TRAVERTINE GRAY	TRAVERTINE GRAY

MECHANICAL SCREENING
COLOR TO BE KYNAR - REDWOOD (photo shows beige color)



WOOD FENCE
SOLID WOOD FENCE ALONG NORTH PROPERTY LINE



DEPARTMENT OF BUILDING APPROVAL STAMP

THESE PLANS AND SPECIFICATIONS ARE PROTECTED
UNDER FEDERAL COPYRIGHT LAWS. © TANDEM ARCHITECTURE
MAINTAINS OWNERSHIP OF SUCH AND ALL RIGHTS PRIVILEGES.

BOARD SUBMITTAL 10/31/22	BOARD SUBMITTAL 3/10/23	BOARD SUBMITTAL 3/26/23	BOARD SUBMITTAL 5/26/23												
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N

125 S. VINE ST.
HINSDALE, IL

TANDEM ARCHITECTURE

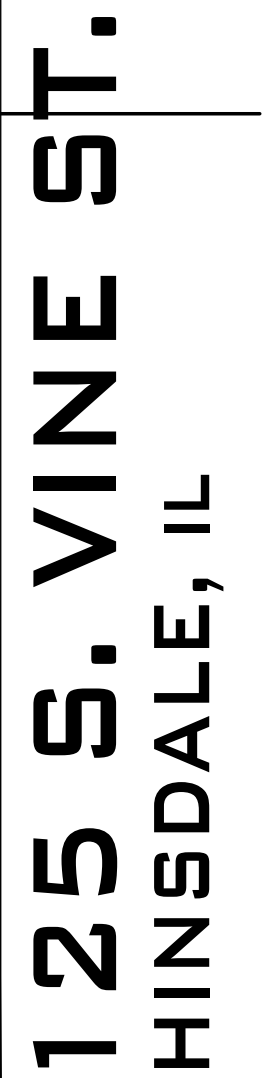
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PROJ. MGR. C.W.
JOB CAPTAIN C.W.
CHECKED BY

SHEET
A2.2



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ARCHITECTURE

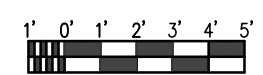
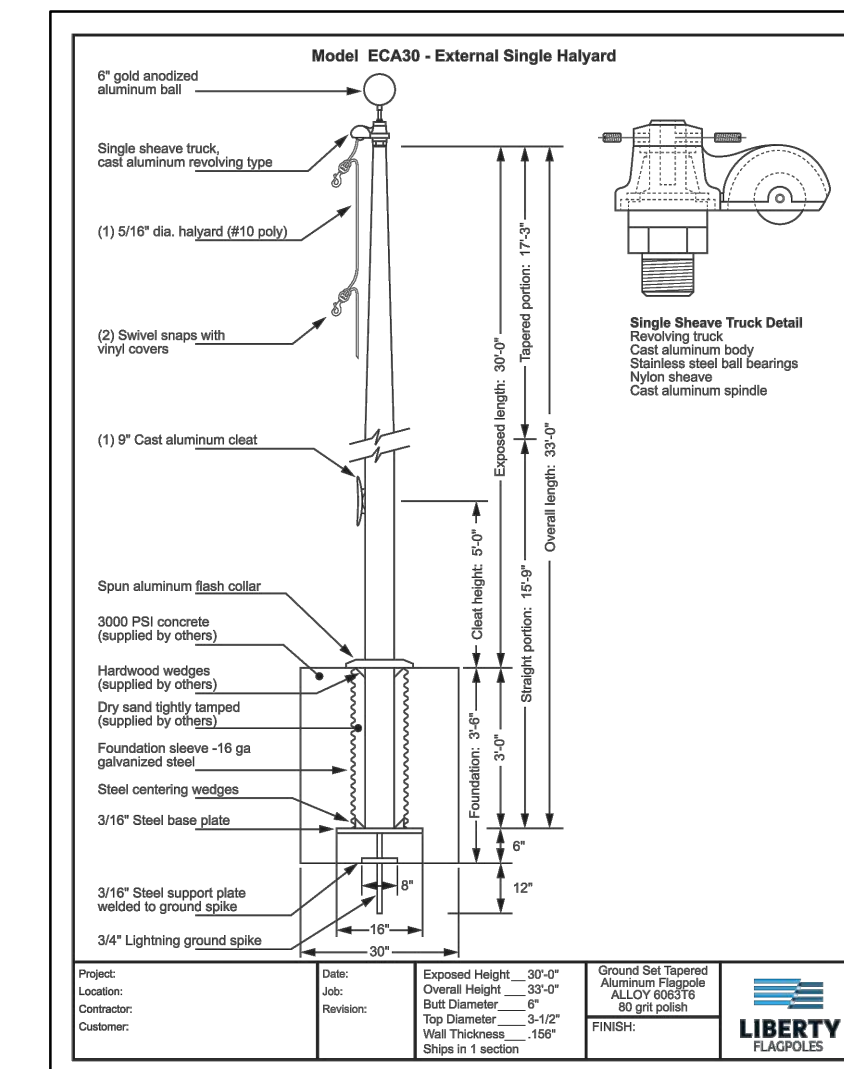
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BOARD SUBMITTAL	3/10/23
BOARD SUBMITTAL	3/30/23
BOARD SUBMITTAL	5/26/23



CHICAGO, IL 60642
PH. 312-255-1153
FAX 312-276-4330
EMAIL INFO@TANDEMINC.NET

SHEET

A2.3



STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

TO THE BEST OF THE OWNER'S REPRESENTATIVE'S KNOWLEDGE, THE SCHOOL DISTRICT IN WHICH TRACT, PARCEL, LOT OR BLOCK OF THE PROPOSED SUBDIVISION LIES IN:

DATED THIS _____ DAY OF _____, A.D., 2023

SIGNATURE

PLEASE TYPE/PRINT THE AUTHORIZED INDIVIDUAL'S NAME, TITLE, CORPORATION/COMPANY NAME AND ADDRESS:

HP VINE STREET STATION, LLC
3454 DOUGLAS ROAD, SUITE 250
SOUTH BEND, IN 46635

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE AFORESAID COUNTY AND STATE, DO HEREBY CERTIFY THAT THE FOREGOING SIGNATORY OF THE OWNERS' CERTIFICATE IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND THAT THE INDIVIDUAL APPEARED AND DELIVERED SAID INSTRUMENT AS A FREE AND VOLUNTARY ACT OF THE CORPORATION AND THAT SAID INDIVIDUAL DID ALSO THEN AND THERE ACKNOWLEDGE THAT HE OR SHE IS IN CUSTODIAN OF THE CORPORATE SEAL OF SAID CORPORATION TO SAID INSTRUMENT AS HIS OR HER OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, AS OWNER, FOR THE USES AND PURPOSES THEREIN SET FORTH IN THE AFORESAID INSTRUMENT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____

_____, A.D., 2023 AT

NOTARY PUBLIC

PLEASE TYPE/PRINT NAME

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

THIS IS TO CERTIFY THAT I, THE UNDERSIGNED, AM THE RECORD OWNER OF THE PROPERTY DESCRIBED IN THE LEGAL DESCRIPTION AFFIXED HEREON, AND HEREBY CONSENT TO THE SUBDIVISION OF SAID PROPERTY, AND THE VARIOUS DEDICATION, GRANTS, AND RESERVATIONS EASEMENTS AND RIGHTS-OF-WAY DEPICTED HEREON.

TO THE BEST OF THE OWNER'S REPRESENTATIVE'S KNOWLEDGE, THE SCHOOL DISTRICT IN WHICH TRACT, PARCEL, LOT OR BLOCK OF THE PROPOSED SUBDIVISION LIES IN:

ELEMENTARY/MIDDLE SCHOOL: HINSDALE COMMUNITY CONSOLIDATED SCHOOL DISTRICT 181
HIGH SCHOOL: HINSDALE HIGH SCHOOL DISTRICT 86
COLLEGE: COLLEGE OF DUPAGE DISTRICT 502

DATED THIS _____ DAY OF _____, A.D., 2023

SIGNATURE

PLEASE TYPE/PRINT THE AUTHORIZED INDIVIDUAL'S NAME, TITLE, CORPORATION/COMPANY NAME AND ADDRESS:

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE AFORESAID COUNTY AND STATE, DO HEREBY CERTIFY THAT THE FOREGOING SIGNATORY OF THE OWNERS' CERTIFICATE IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND THAT THE INDIVIDUAL APPEARED AND DELIVERED SAID INSTRUMENT TO ME IN PERSON, AND THAT SAID INDIVIDUAL AND SAID INDIVIDUAL DID ALSO THEN AND THERE ACKNOWLEDGE THAT HE OR SHE IS A CUSTODIAN OF THE CORPORATE SEAL OF SAID CORPORATION TO SAID INSTRUMENT AS HIS OR HER OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, AS OWNER, FOR THE USES AND PURPOSES THEREIN SET FORTH IN THE AFORESAID INSTRUMENT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____

_____, A.D., 2023 AT _____

NOTARY PUBLIC

PLEASE TYPE/PRINT NAME

STATE OF ILLINOIS)
COUNTY OF COOK) SS

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH THE GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS _____ DAY OF _____, A.D., 2023

REGISTERED PROFESSIONAL ENGINEER, LICENSE NUMBER

BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

LEGEND

	PROPERTY LINES
	EASEMENT LINES
	CENTER LINE OF RIGHT OF WAY
	EXISTING INTERIOR LOT LINES

5/8" X 24" REBAR SET AT ALL LOT
CORNERS UNLESS OTHERWISE NOTED

PIN NO.: 09-12-110-006 (LOT 11)
PIN NO.: 09-12-110-007 (LOT 12)
PIN NO.: 09-12-110-014 (LOT 10)
PIN NO.: 09-12-110-015 (LOT 13)

COMMON ADDRESS:
204 S. GRANT STREET
HINSDALE, IL 60521

THIS PLAT HAS BEEN SUBMITTED
FOR RECORDING BY AND RETURN TO:
NAME: VILLAGE OF HINSDALE
ADDRESS: 19 E. CHICAGO AVENUE
HINSDALE, IL 60521
PHONE: 630.789.7000

OWNER AND TAX BILL ADDRESS:
HP VINE STREET STATION, LLC
3454 DOUGLAS ROAD, SUITE 250
SOUTH BEND, IN 46635

REV	DATE	PROBESY / ADDRESS	PROJECT NUMBER	DRAWN BY: RWJ
0	3/23/2023	125 S WINE STREET HINDSALL, IL	210157	DATE: 3/23/2023
1			SCALE: 1" = 20'	CHECKED BY: RPD DATE: 3/23/2023
2				FIELD WORK COMPLETED DATE: N/A
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P.U. PUBLIC UTILITY EASEMENT
P.U. & D.E. PUBLIC UTILITY & DRAINAGE EASEMENT
B.S.L. BUILDING SETBACK LINE
A ARC LENGTH
CB CHORD BEARING
R RADIUS
BLG. BLDG.
BLDG. CHAIN LINK FENCE
WOF WOOD FENCE
FGF FIBERGLASS FENCE
WFE WRUGHTON IRON FENCE
ALF ALUMINUM FENCE
FOR SP FOUND OR SET IRON PIPE
FOR SPO FOUND OR SET IRON POST
FCN FOR CN FOUND OR SET CONCRETE CATCH
EXP FOR EXP FOUND OR SET MAGNETIC P.C. NAIL

SURVEYORS NOTES:

- 1) ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
- 2) BEFORE STARTING ANY CONSTRUCTION OF IMPROVEMENTS OR FENCES, FIELD MONUMENTATION SHOULD BE ESTABLISHED.
- 3) REFER TO YOUR DEED, TITLE POLICY AND LOCAL ORDINANCES FOR RESTRICTIONS, BUILDING LINES AND EASEMENTS.
- 4) PARCEL DIMENSIONS AND/OR BEARINGS WITHIN PARENTHESES ABREVIATED REC ARE RECORDED DOCUMENT DIMENSIONS AND/OR BEINGS.

CLIENT: CIVWORKS CONSULTING, LLC

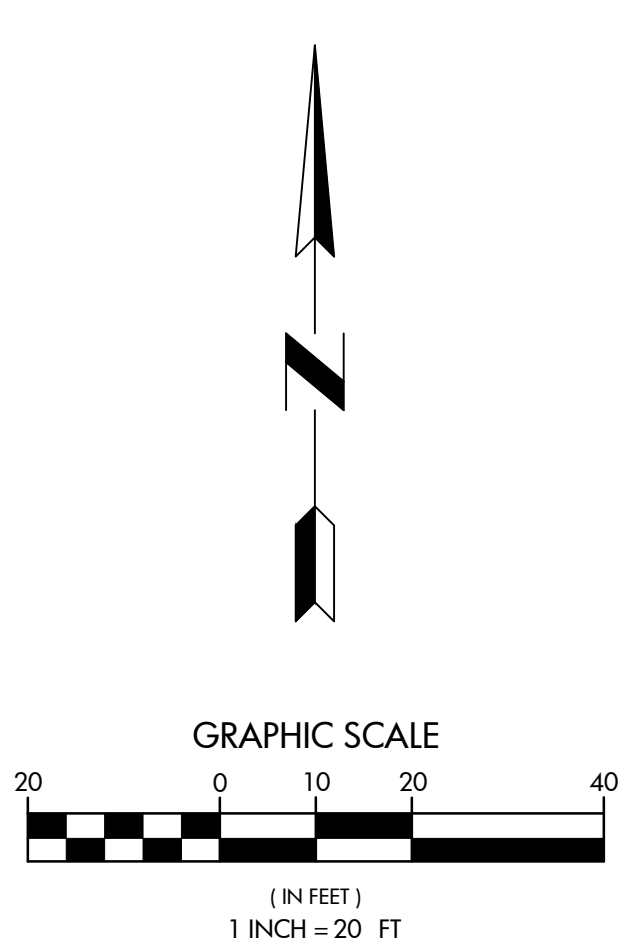
PHONE: 1(312)637-9570

3312 FLOWER ROAD
OCHELE, ILLINOIS 61068

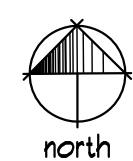
3312 FLOWER ROAD
OCHELE, ILLINOIS 61068

PROJECT NUMBER: 210157
DATE: 6/19/2023
SHEET: 1 OF 1
DRAWING NUMBER: PLAT





SHEET TITLE:		DIMENSIONED PLAN - LOT ADJUSTMENT	
PROJECT:		ADAPTIVE REUSE OF ZION SCHOOL 125 S. VINE STREET, HINSDALE, IL	
PROJ. MGR. :	OP	PROJ. NUMBER:	21014
DRAWN BY:	OP		
FIRST ISSUE DATE:	10-15-2021		
SCALE:	1"=20'		
SHEET NO.		DP-1	
CIVIL ENGINEERS - PLANNERS - DEVELOPMENT CONSULTANTS		3343 N. NEVA AVENUE CHICAGO, ILLINOIS 60634 Ph: (312) 637-9570 Fax: (312) 637-9454 Email: info@civworks.com Web: Civworks.com SERVICES PROFESSIONAL DESIGN, INC. 10-15-2021	
CivWORKS Consulting, LLC		REVISIONS	



Note: When reviewing rendering of view from Vine Street please refer to site plan for additional detail.



SOUTH ELEVATION



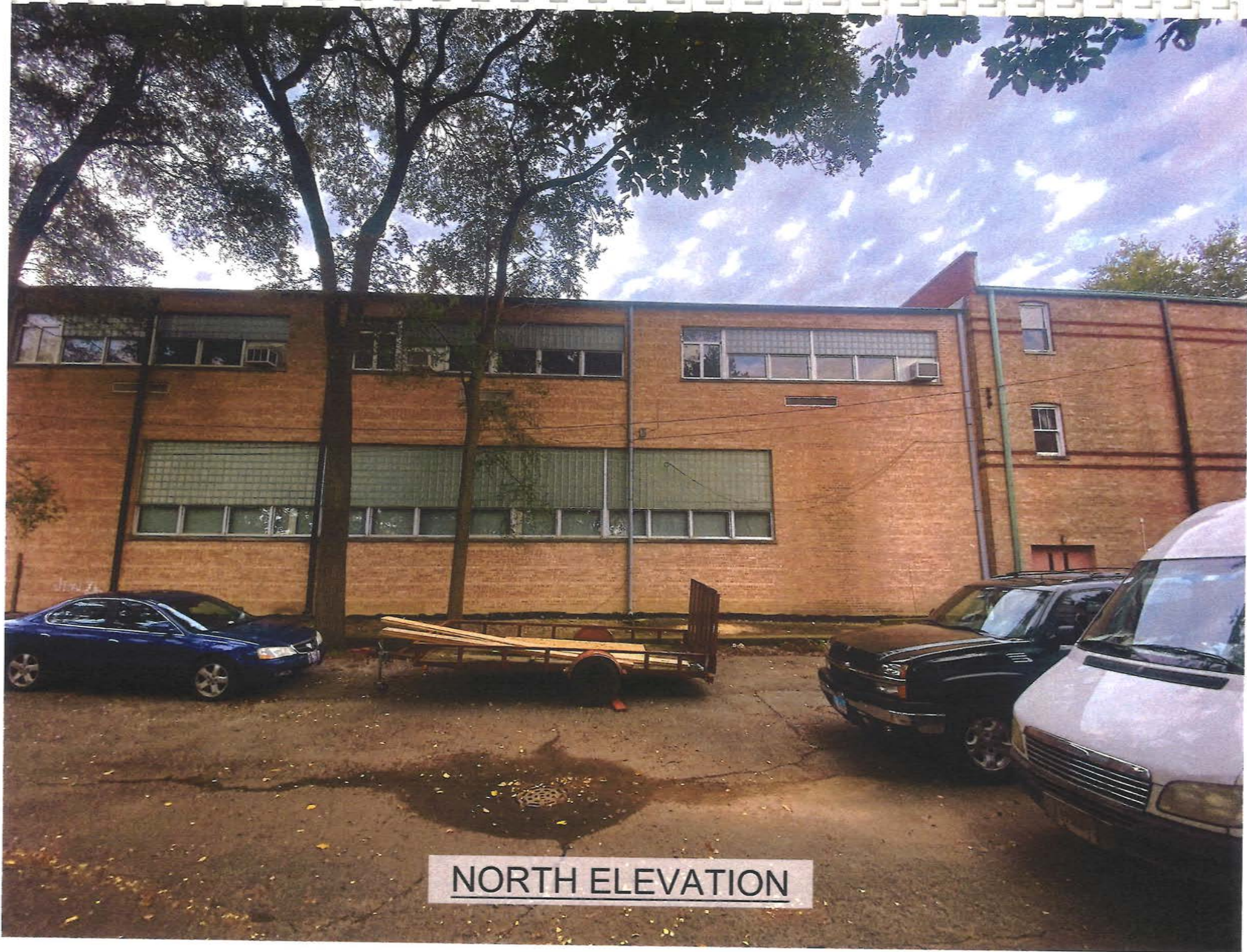
SOUTH ELEVATION



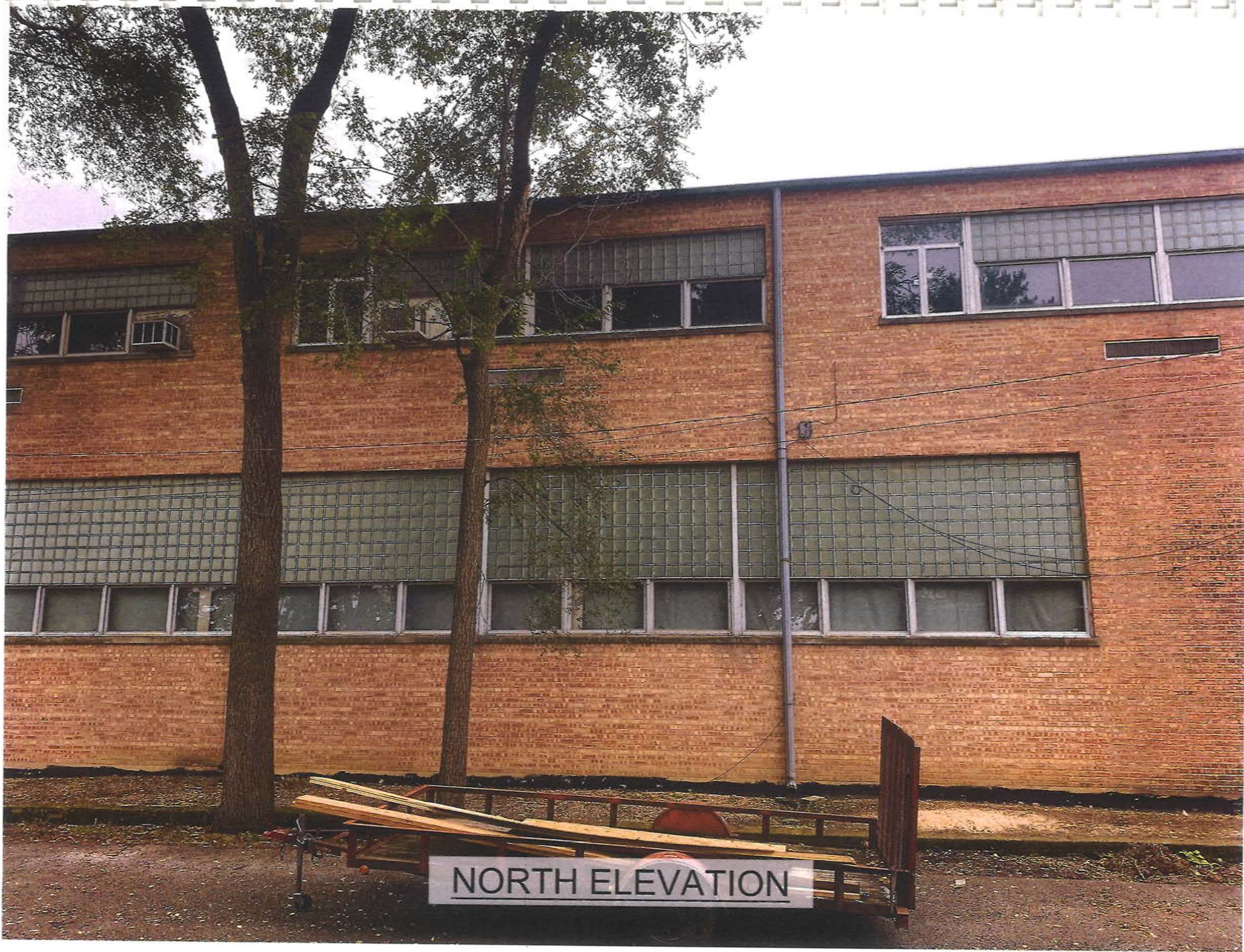
WEST ELEVATION



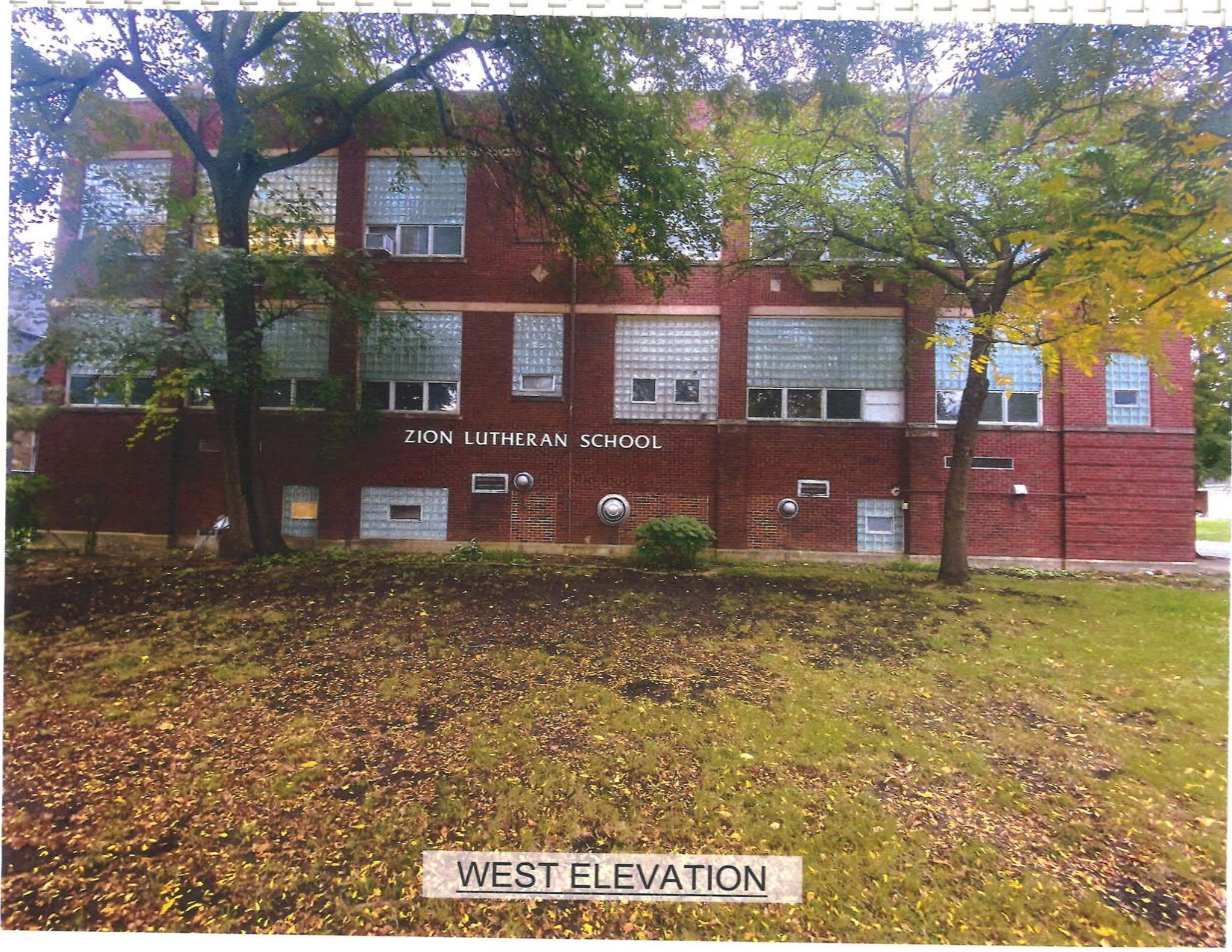
WEST ELEVATION



NORTH ELEVATION



NORTH ELEVATION



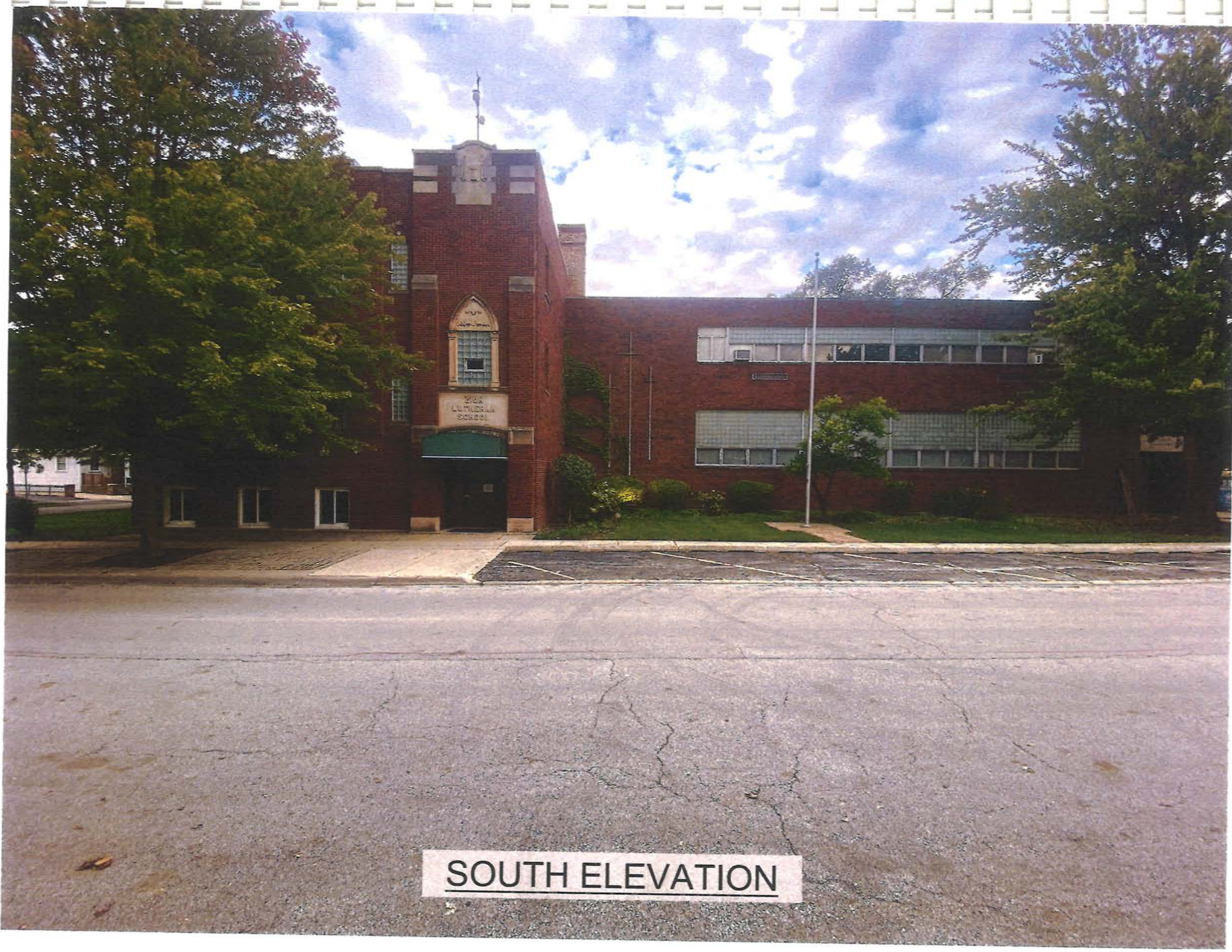
ZION LUTHERAN SCHOOL

WEST ELEVATION



ZION LUTHERAN SCHOOL

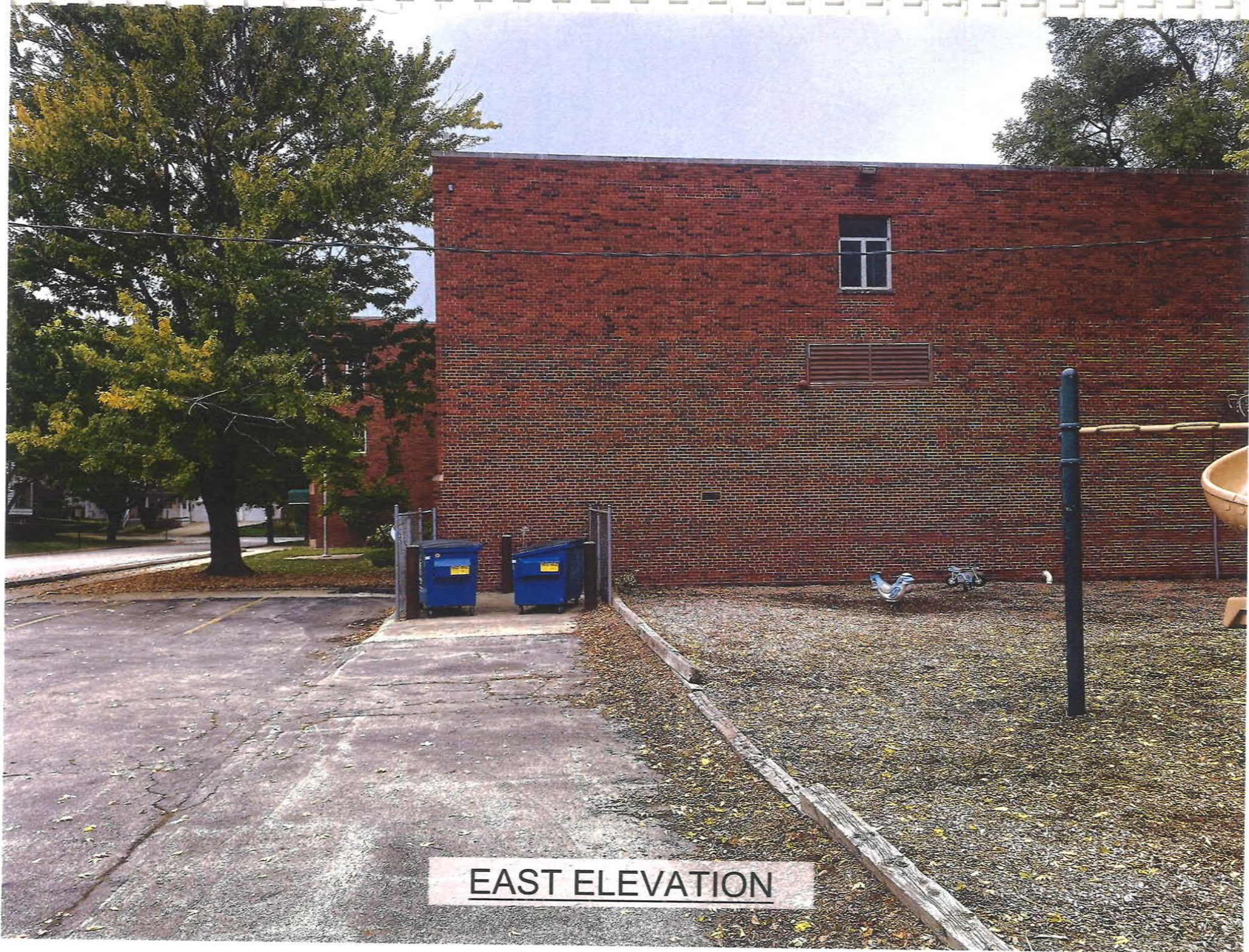
WEST ELEVATION



SOUTH ELEVATION



SOUTH ELEVATION



EAST ELEVATION



EAST ELEVATION



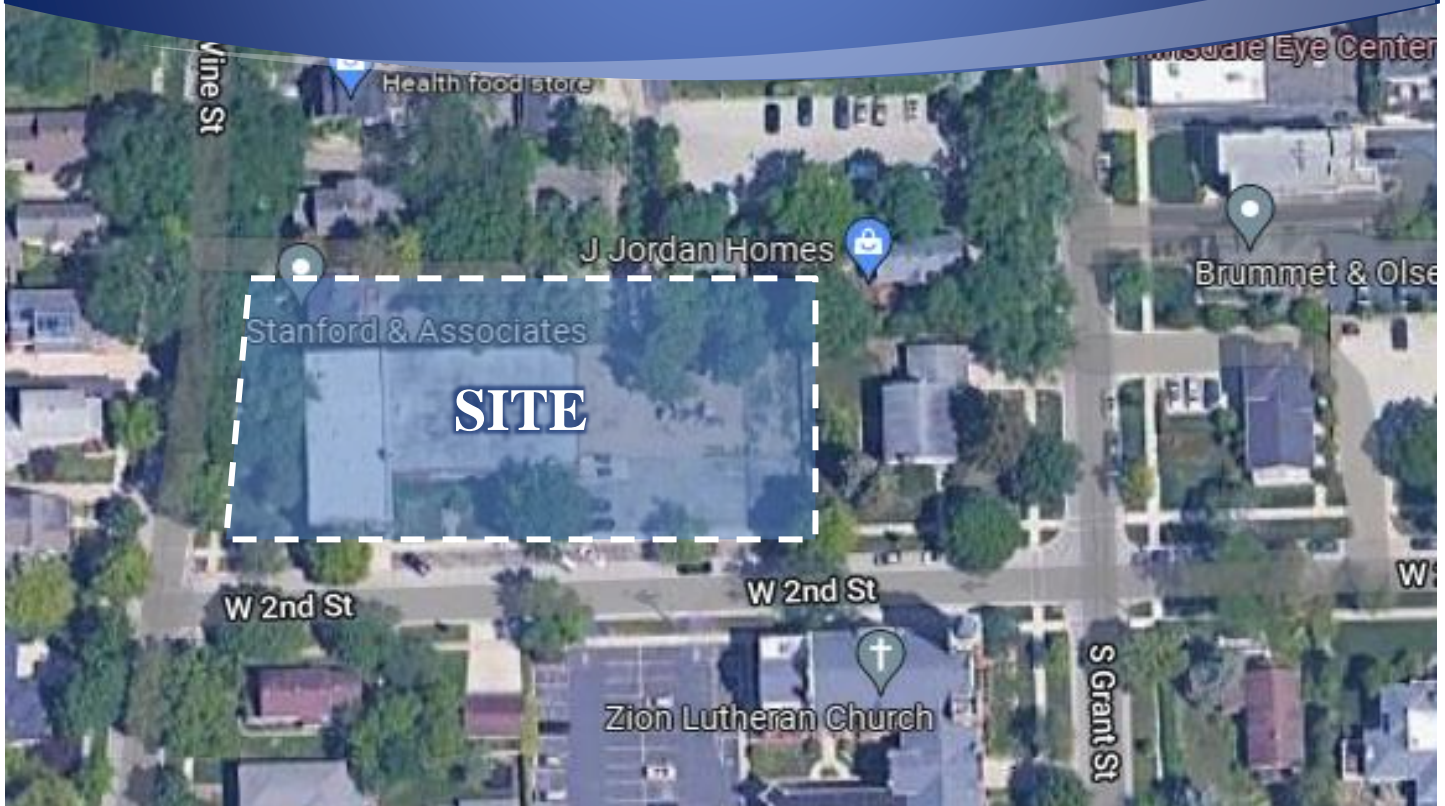
VINE STREET
STATION

FRONT ENTRY

TANDEM
ARCHITECTURE

Traffic Impact Study Proposed Residential Development

Hinsdale, Illinois



Prepared For:



HOLLADAY
PROPERTIES



Kenig, Lindgren, O'Hara, Aboona, Inc.

September 28, 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 residential development to be located at 125 South Vine Street in the northeast quadrant of the intersection of Vine Street with Second Street in Hinsdale, Illinois. As proposed, the site, which currently contains the former Zion Lutheran School building, will be redeveloped with an apartment building containing 12 units, an approximate 22-space parking garage, and three surface parking spaces for a total of 25 off-street parking spaces. Access will be provided via a proposed right-in/right-out access drive on Second Street.

The purpose of this study was to examine background traffic conditions, assess the impact that the proposed development will have on traffic conditions in the area, and determine if any roadway or access improvements are necessary to accommodate traffic generated by the proposed development.

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 development
- Directional distribution of the development traffic
- Vehicle trip generation for the development
- Future traffic conditions including access to the development
- Traffic analyses for the weekday morning and evening peak hours
- Recommendations with respect to adequacy of the site access system and adjacent roadway system

Traffic capacity analyses were conducted for the weekday morning and evening peak hours for the following conditions:

1. Existing Conditions - Analyzes the capacity of the existing roadway system using existing peak hour traffic volumes in the surrounding area.
2. Projected Conditions - Analyzes the capacity of the future roadway system using the projected traffic volumes that include the existing traffic volumes, ambient traffic growth, traffic generated by other area developments, and the traffic estimated to be generated by the full buildout of the proposed development.



Site Location

Figure 1



Aerial View of Site

Figure 2

2. Existing Conditions

Existing transportation conditions in the vicinity of the site were documented based on field visits conducted by KLOA, Inc. 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 in the northeast quadrant of the intersection of Vine Street with Second Street in Hinsdale. Land uses in the vicinity of the site are primarily residential in all directions around the site.

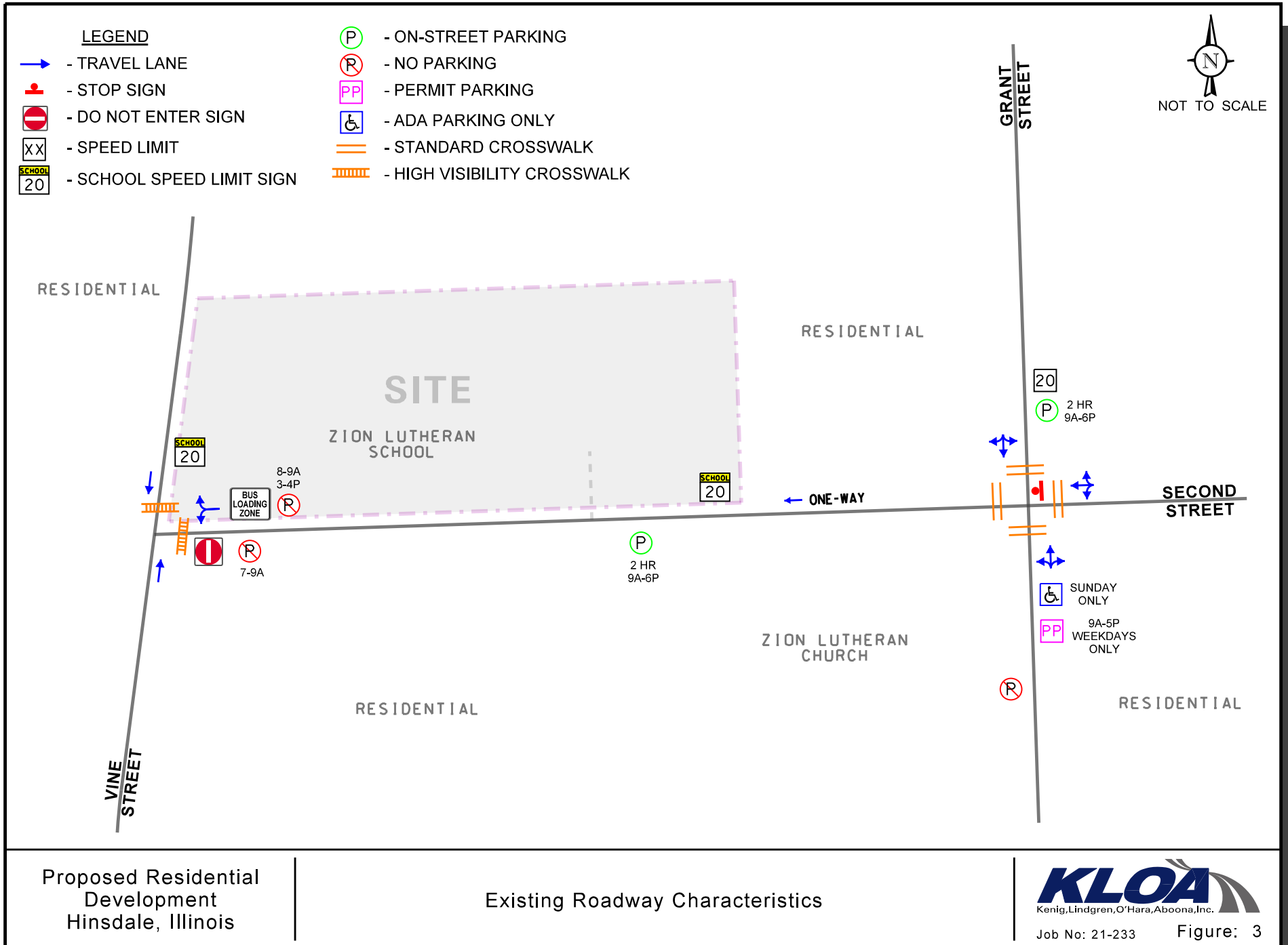
Existing Roadway System Characteristics

The characteristics of the existing roadways near the development are described below and illustrated in **Figure 3**.

Vine Street is a north-south local roadway that provides one lane in each direction in the vicinity of the site. At its unsignalized intersection with Second Street, Vine Street provides a through lane on both approaches. In addition, a high-visibility crosswalk is provided on the north leg of this intersection. Two-hour parking is permitted on the east side of the road from 9:00 A.M. to 6:00 P.M. and parking is not permitted on the west side of the road. Vine Street is under the jurisdiction of the Village of Hinsdale and has a posted school zone speed limit of 20 miles per hour.

Grant Street is a north-south local roadway that in the vicinity of the site provides one lane in each direction. At its unsignalized intersection with Second Street, Grant Street provides a shared left-turn/through/right-turn lane on both approaches. High visibility crosswalks are provided on both approaches. Grant Street is under the jurisdiction of the Village of Hinsdale and has a posted speed limit of 20 miles per hour.

Second Street is a local roadway that provides one lane in each direction east of Grant Street and one westbound lane between Grant Street and Vine Street. At its unsignalized intersection with Grant Street, Second Street provides a left-turn/through/right-turn lane on the westbound approach under stop sign control. Standard crosswalks are provided on the east and west legs of the intersection. At its unsignalized intersection with Vine Street, Second Street provides a combined left-turn/right-turn lane on the westbound approach. In addition, a high-visibility crosswalk is provided on the east leg of this intersection. Two-hour parking is permitted on both sides of the roadway except along the school frontage, where parking is prohibited between 8:00 and 9:00 A.M. and between 3:00 and 4:00 P.M. on both sides of the road. Further, a bus loading zone is located on the north side of the road in front of the school. Finally, seven angled parking spaces are provided on the north side of the road between Grant Street and Vine Street. Second Street is under the jurisdiction of the Village of Hinsdale.



Existing Traffic Volumes

In order to determine current traffic conditions in the vicinity of the site, KLOA, Inc. conducted peak period traffic counts utilizing Miovision Scout Collection Units on Thursday, September 1, 2022 during the weekday morning (7:00 to 9:00 A.M.) and evening (4:00 to 6:00 P.M.) peak periods at the following intersections:

- Second Street with Vine Street
- Second Street with Grant Street

The results of the traffic counts showed that the weekday morning peak hour of traffic occurs from 8:00 A.M. to 9:00 A.M. and the evening peak hour of traffic occurs from 4:15 P.M. to 5:15 P.M. **Figure 4** illustrates the existing peak hour traffic volumes. Copies of the traffic count summary sheets are included in the Appendix.

Crash Analysis

KLOA, Inc. obtained crash data¹ from IDOT's Division of Traffic Safety for the past five years (2017 to 2021) for the intersections of Second Street with Vine Street and Grant Street. A review of the crash data indicated that no crashes were reported at the intersection of Second Street with Vine Street during the reviewed period. The crash data report for the intersection of Second Street with Grant Street is tabulated in **Table 1**. No fatalities were reported during the reviewed period.

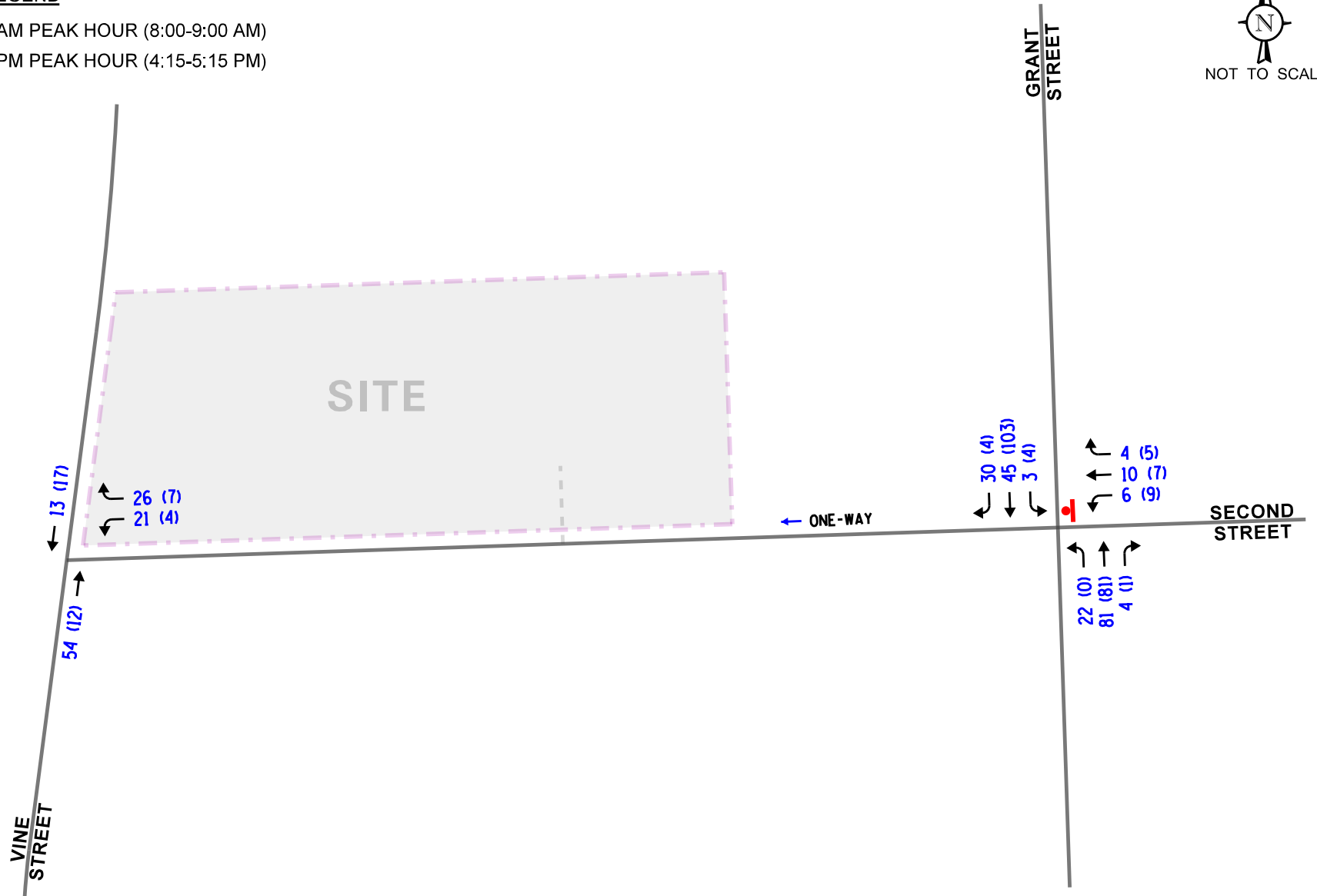
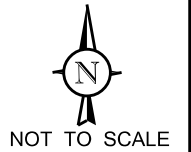
Table 1
SECOND STREET WITH GRANT STREET – CRASH SUMMARY

Year	Type of Crash Frequency							
	Angle	Head On	Object	Rear End	Sideswipe	Turning	Other	Total
2017	0	0	0	0	0	0	0	0
2018	1	0	0	0	0	0	0	1
2019	1	0	0	1	0	0	0	2
2020	0	0	0	0	0	0	0	0
2021	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total	2	0	0	1	0	0	0	3
Average	<1.0	--	--	<1.0	--	--	--	<1.0

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.

LEGEND

- 00 - AM PEAK HOUR (8:00-9:00 AM)
- (00) - PM PEAK HOUR (4:15-5:15 PM)



Proposed Residential
Development
Hinsdale, Illinois

Existing Traffic Volumes



Job No: 21-233

Figure: 4

3. Traffic Characteristics of the Proposed Development

In order to properly evaluate future traffic conditions in the surrounding area, it was necessary to determine the traffic characteristics of the proposed development, including the directional distribution and volumes of traffic that it will generate.

Proposed Site and Development Plan

As proposed, the plans call for redeveloping the site, which is currently occupied by the former Zion Lutheran School building, with a 12-unit apartment building and 22 parking spaces in an enclosed parking garage and three surface spaces for a total of 25 off-street spaces. Access to the site will be provided via a right-in/right-out access drive off Second Street approximately 240 feet east of Vine Street. This access drive will provide one inbound lane and one outbound lane with outbound movements under stop sign control. A copy of the site plan depicting the proposed development is included in the Appendix.

Directional Distribution

The directions from which residents and guests of the residential units will approach and depart the development were estimated based on existing travel patterns, as determined from the traffic counts. **Figure 5** illustrates the directional distribution of the traffic projected to be generated by the proposed development.

Peak Hour Traffic Volumes

The volume of traffic generated by a development is based on the type of land uses and the size of the development. The number of peak hour vehicle trips estimated to be generated by the proposed development of a 12-unit apartment building was based on vehicle trip generation rates contained in *Trip Generation Manual*, 11th Edition, published by the Institute of Transportation Engineers (ITE).

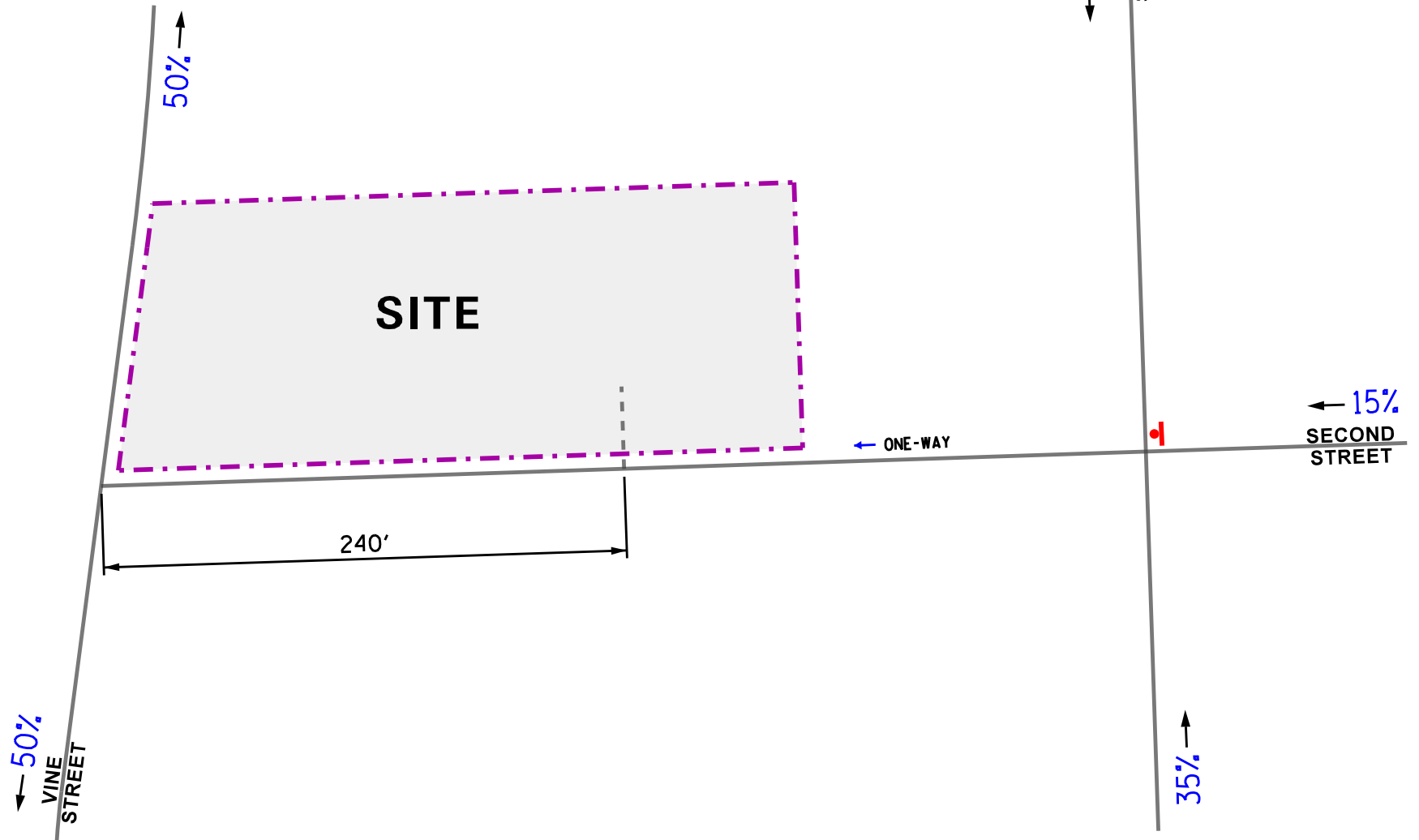
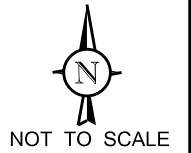
Based on information provided to KLOA, Inc., the proposed residential development will most likely be restricted to residents aged 55 and older or, at a minimum, will be a senior-targeted residential development. However, in order to provide for a conservative analysis, the “Multi-Family Housing (Mid-Rise)” land use code with no age restriction was utilized.

Table 2 summarizes the trips projected to be generated by the proposed residential development during the peak hours and on a daily basis. Copies of the ITE sheets are included in the Appendix.

LEGEND

00% - PERCENT DISTRIBUTION

00' - DISTANCE IN FEET



Proposed Residential
Development
Hinsdale, Illinois

Directional Distribution



Job No: 21-233

Figure: 5

Table 2

ESTIMATED PEAK HOUR DEVELOPMENT-GENERATED TRAFFIC VOLUMES

ITE Land-Use Code	Type/Size	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Average Daily Traffic
		In	Out	Total	In	Out	Total	
221	Multi-Family Housing (Mid-Rise) – 12 Units	1	3	4	3	2	5	54

Given the proximity of the site to the Hinsdale BNSF Railway (BNSF) Metra station (approximately 1,430 feet northeast of the site), this development can be considered a Transit Oriented Development (TOD). Based on inspection of Census 2019 data, approximately 34 percent of the residents in close proximity to the Hinsdale Metra station use other means of transportation as an alternative to the automobile. However, in order to provide a conservative analysis, no reduction was applied to the projected trip generation estimates for the residents who will take public transportation, bicycle, or walk. A copy of the Census 2019 data is included in the Appendix.

Trip Generation Comparison

As indicated earlier, the site was previously occupied by the Zion Lutheran School building. At its peak (approximately 25 years ago), the school had an attendance of approximately 240 students attending kindergarten through eighth grade. However, at its closure, the school had an attendance of approximately 80 students attending first grade through eighth grade.

Table 3 summarizes a trip generation comparison between the former Zion Lutheran School building at its peak enrollment and at its closure and the proposed residential development with no age restriction.

Table 3

PEAK HOUR DEVELOPMENT-GENERATED TRAFFIC VOLUME COMPARISON

ITE Land-Use Code	Type/Size	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Average Daily Traffic
		In	Out	Total	In	Out	Total	
221	Multi-Family Housing (Mid-Rise) – 12 Units	1	3	4	3	2	5	54
530	Private School - 240 Students	<u>126</u>	<u>99</u>	<u>225</u>	<u>28</u>	<u>34</u>	<u>62</u>	986
	Difference	-125	-96	-221	-25	-32	-57	-932
221	Multi-Family Housing (Mid-Rise) – 12 Units	1	3	4	3	2	5	54
530	Private School - 80 Students	27	21	48	10	11	21	329
	Difference	-26	-18	-44	-7	-9	-16	-275

As can be seen in **Table 3**, the proposed residential development will generate substantially less traffic than the school at either its peak or its closure. Therefore, the impact of this development on the roadway system will be minimal.

Based on a review of the Hinsdale Zoning Ordinance, the site could be developed “as of right” with an office building. As such, KLOA, Inc. also estimated the potential number of trips to be generated by the site should it be developed as an office building. **Table 4** summarizes a trip generation comparison between the proposed development of 12 apartment units with no age restriction and the traffic to be generated by an approximate 28,383 square-foot general office building.

Table 4

PEAK HOUR DEVELOPMENT-GENERATED TRAFFIC VOLUME COMPARISON

ITE Land-Use Code	Type/Size	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Average Daily Traffic
		In	Out	Total	In	Out	Total	
221	Multi-Family Housing (Mid-Rise) – 12 Units	1	3	4	3	2	5	54
710	Office Building – 28,383 s.f.	<u>50</u>	<u>7</u>	<u>57</u>	<u>10</u>	<u>48</u>	<u>58</u>	388
	Difference	-49	-4	-53	-7	-46	-53	--334

As can be seen from **Table 4**, the proposed residential development will also generate substantially less traffic than an office building during the peak hours and on a daily basis.

4. Projected Traffic Conditions

The total projected traffic volumes include the existing traffic volumes, increase in background traffic due to growth, and the traffic estimated to be generated by the proposed subject development.

Development Traffic Assignment

The estimated weekday morning and evening peak hour traffic volumes that will be generated by the proposed residential development were assigned to the roadway system in accordance with the previously described directional distribution (Figure 5). The traffic assignment for the residential development is illustrated in **Figure 6**.

Background (No-Build) Traffic Conditions

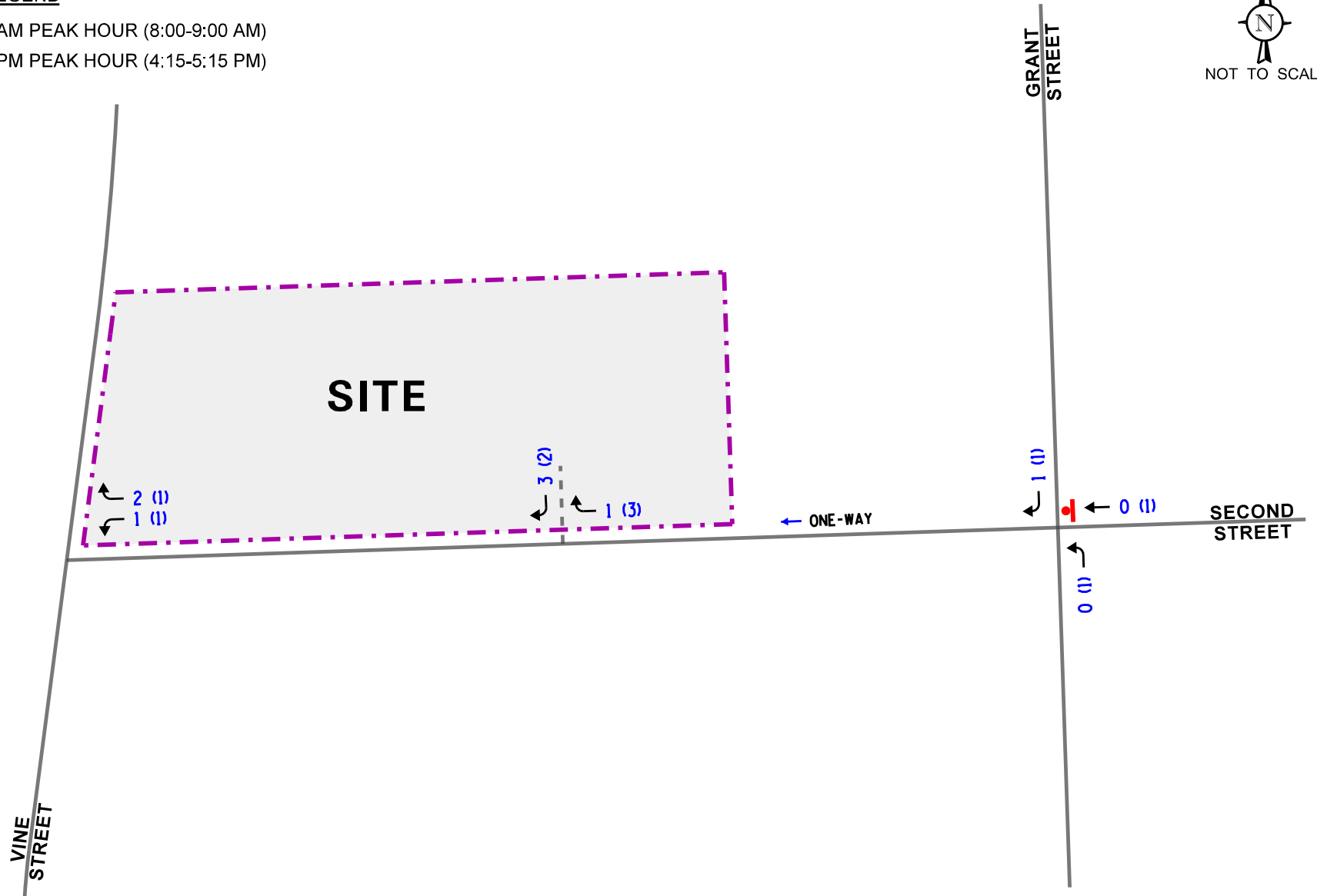
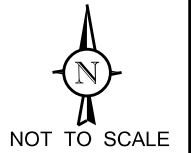
The existing traffic volumes (Figure 4) were increased by a regional growth factor to account for the increase in existing traffic related to regional growth in the area (i.e., not attributable to any particular planned development). Based on Annual Average Daily Traffic (AADT) projections provided by the Chicago Metropolitan Agency for Planning (CMAP), the existing traffic volumes are projected to increase by an annual compounded growth rate of approximately 0.54 percent. As such, traffic volumes were increased by three percent to represent Year 2028 no-build conditions. A copy of the CMAP projections letter is included in the Appendix.

Total Projected Traffic Volumes

The development-generated traffic was added to the existing traffic volumes accounting for background growth to determine the Year 2028 total projected traffic volumes, as shown in **Figure 7**.

LEGEND

- 00 - AM PEAK HOUR (8:00-9:00 AM)
 (00) - PM PEAK HOUR (4:15-5:15 PM)



Proposed Residential
 Development
 Hinsdale, Illinois

Site-Generated Traffic Volumes

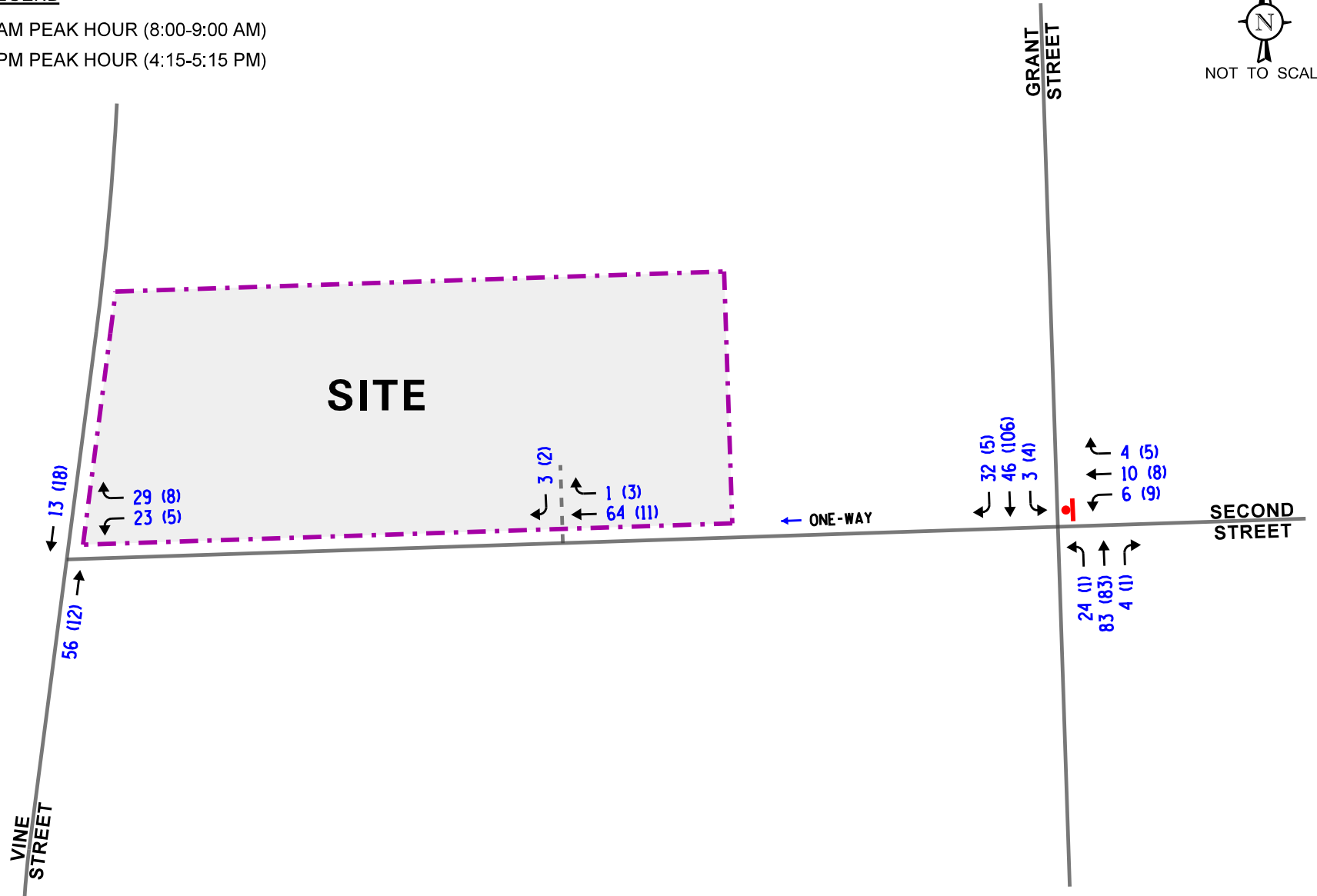
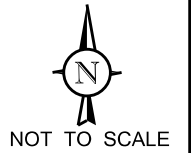


Job No: 21-233

Figure: 6

LEGEND

- 00 - AM PEAK HOUR (8:00-9:00 AM)
- (00) - PM PEAK HOUR (4:15-5:15 PM)



Proposed Residential
Development
Hinsdale, Illinois

Year 2028 Total Projected Traffic Volumes



Job No: 21-233

Figure: 7

5. Traffic Analysis and Recommendations

The following provides an evaluation conducted for the weekday morning and evening peak hours. The analysis included 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 evening peak hours for the existing (Year 2022) and total projected (Year 2028) 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 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 existing and Year 2028 total projected conditions are presented in **Tables 4** and **5**. A discussion of the intersections follows. Summary sheets for the capacity analyses are included in the Appendix.

Table 4

CAPACITY ANALYSIS RESULTS – EXISTING CONDITIONS

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour	
	LOS	Delay	LOS	Delay
Second Street with Vine Street				
• Westbound Approach	A	9.1	A	8.7
Second Street with Grant Street				
• Westbound Approach	A	9.8	A	9.4
• Northbound Left Turn	A	7.4	A	--
• Southbound Left Turn	A	7.4	A	7.4
LOS = Level of Service Delay is measured in seconds.				

Table 5

CAPACITY ANALYSIS RESULTS – TOTAL PROJECTED CONDITIONS

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour	
	LOS	Delay	LOS	Delay
Second Street with Vine Street				
• Westbound Approach	A	9.1	A	8.6
Second Street with Grant Street				
• Westbound Approach	A	9.8	A	9.5
• Northbound Left Turn	A	7.4	A	7.4
• Southbound Left Turn	A	7.4	A	7.4
Second Street with Proposed Access Drive				
• Southbound Right Turn	A	8.6	A	8.4
LOS = Level of Service Delay is measured in seconds.				

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 development-generated traffic.

Second Street with Vine Street

The results of the capacity analysis indicate that currently the westbound approach operates at LOS A during both the weekday morning and evening peak hours.

Under Year 2028 total projected conditions, the westbound approach is projected to continue operating at LOS A during both peak hours with increases in delay of less than one second. As such, the traffic that will be generated by the proposed development will have a limited impact on the operation of this intersection and no geometric or traffic control improvements will be necessary in conjunction with the proposed development.

Second Street with Grant Street

The results of the capacity analysis indicate that currently the westbound approach operates at LOS A during both peak hours. Additionally, the northbound and southbound left-turn movements currently operate at LOS A during both peak hours.

Under Year 2028 total projected conditions, the westbound approach will continue operating at LOS A during the weekday morning and weekday evening peak hours with an increase in delay of less than one second. the northbound and southbound left-turn movements are projected to operate at LOS A during both peak hours. as such this intersection has the reserve capacity to accommodate the traffic that will be generated by the proposed development.

Second Street with Proposed Access Drive

Under Year 2028 total projected conditions, the southbound right-turn movement will operate at LOS A during both peak hours. As such, this access drive will be adequate in accommodating the traffic that will be generated by the proposed development efficiently.

Residential Parking Evaluation

In order to assess the adequacy of the parking supply in meeting the parking requirements of the proposed residential development, the parking needs were determined based on the following criteria:

- The Village of Hinsdale Zoning Ordinance
- ITE *Parking Generation Manual*

Village of Hinsdale Zoning Ordinance

Based on the Village of Hinsdale Zoning Ordinance, with a total of 12 units (eight two-bedroom units and four three-bedroom units), the development should provide 28 parking spaces, resulting in a deficit of three parking spaces. However, it is important to note that the close proximity of the site to the Hinsdale Metra station will reduce dependence on the automobile. As previously mentioned, based on inspection of Census 2019 data, approximately 34 percent of the residents in close proximity to the Hinsdale Metra station use other means of transportation than the automobile. As such, the proposed parking supply of 25 parking spaces will be adequate in accommodating the parking demand of the proposed residential development.

ITE Parking Generation Manual

With a total of 12 residential units and 28 bedrooms (2.33 bedrooms per unit), the development will provide parking at a ratio of 2.08 spaces per unit and 0.89 spaces per bedroom. Based on a review of survey data published by the Institute of Transportation Engineers (ITE) in the *Parking Generation Manual*, 5th Edition for Land-Use Code 221 (Multifamily Housing Mid-Rise) located less than half a mile from a rail transit station, the following was determined:

- The average parking supply ratio at similar sites was 1.5 spaces per unit and 0.8 spaces per bedroom.
- The average peak parking demand ratio is 1.12 spaces per unit on a weekday and 1.15 spaces per unit on a Saturday.
- The 85th percentile peak parking demand ratio is 1.27 spaces per unit on a weekday and 1.37 spaces per unit on a Saturday.
- The average peak parking demand ratio is 0.61 spaces per bedroom on a weekday and 0.69 spaces per bedroom on a Saturday.
- The 85th percentile peak parking demand ratio is 0.86 spaces per bedroom.

Based on the above, the proposed development will have a peak parking demand of 14 parking spaces. As such, the proposed 25 parking spaces will be adequate in accommodating the projected parking demand for the proposed residential development.

6. Conclusion

Based on the preceding analyses and recommendations, the following conclusions have been made:

- The estimated development-generated traffic volumes will not be significant and will be further reduced due to its proximity to the Hinsdale Metra station.
- The proposed residential development will generate substantially less traffic than the previous use or an office building that could be developed on the site. Therefore, the impact of this development on the roadway system will be minimal.
- Based on the ITE *Parking Generation Manual*, the proposed 25 parking spaces will be adequate in accommodating the projected parking demand for the proposed residential development.

Appendix

Traffic Count Summary Sheets

Site Plan

ITE Trip Generation Summary Sheets

ITE Parking Generation Summary Sheets

Census 2019 Data

CMAP 2050 Projections Letter

Level of Service Criteria

Capacity Analysis Summary Sheets

Traffic Count Summary Sheets



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Count Name: 2nd St with Grant St TMC
Site Code:
Start Date: 09/01/2022
Page No: 1

Turning Movement Data

Start Time	2nd St Eastbound						2nd St Westbound						Grant St Northbound						Grant St Southbound						Int. Total
	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	
7:00 AM	0	0	9	1	0	10	0	0	5	2	0	7	0	1	1	0	0	2	0	3	0	0	0	3	22
7:15 AM	0	2	10	0	0	12	0	0	6	1	2	7	0	0	1	2	0	3	0	0	0	0	0	0	22
7:30 AM	0	3	12	1	2	16	0	0	12	1	3	13	0	0	0	1	0	1	0	0	0	0	3	0	30
7:45 AM	0	0	19	0	1	19	0	1	15	6	3	22	0	1	0	2	0	3	0	0	1	0	1	1	45
Hourly Total	0	5	50	2	3	57	0	1	38	10	8	49	0	2	2	5	0	9	0	3	1	0	4	4	119
8:00 AM	0	1	20	2	2	23	0	0	8	2	8	10	0	2	3	0	0	5	0	0	2	0	1	2	40
8:15 AM	0	4	21	0	0	25	0	1	11	2	1	14	0	4	4	1	1	9	0	0	0	0	0	0	48
8:30 AM	0	10	22	1	1	33	0	1	13	14	1	28	0	0	1	2	0	3	0	0	1	0	1	1	65
8:45 AM	0	7	18	1	1	26	0	1	13	12	2	26	0	0	2	1	0	3	0	0	0	0	0	0	55
Hourly Total	0	22	81	4	4	107	0	3	45	30	12	78	0	6	10	4	1	20	0	0	3	0	2	3	208
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4:00 PM	0	0	24	1	0	25	0	0	15	0	3	15	0	2	0	2	0	4	0	0	0	0	4	0	44
4:15 PM	0	0	19	0	0	19	0	1	31	1	0	33	0	1	1	0	0	2	0	0	0	0	0	0	54
4:30 PM	0	0	23	0	0	23	0	1	26	1	2	28	0	4	1	2	0	7	0	0	0	0	0	0	58
4:45 PM	0	0	20	1	0	21	0	1	27	1	1	29	0	2	0	1	0	3	0	0	0	0	0	0	53
Hourly Total	0	0	86	2	0	88	0	3	99	3	6	105	0	9	2	5	0	16	0	0	0	0	4	0	209
5:00 PM	0	0	19	0	2	19	0	1	19	1	3	21	0	2	1	2	0	5	0	0	0	0	2	0	45
5:15 PM	0	0	16	0	0	16	0	0	21	0	0	21	0	1	1	0	0	2	0	0	0	0	1	0	39
5:30 PM	0	0	18	0	0	18	0	0	35	0	1	35	0	0	0	0	0	0	0	0	0	0	0	0	53
5:45 PM	0	0	22	2	0	24	0	1	27	1	2	29	0	2	0	1	0	3	0	0	0	0	1	0	56
Hourly Total	0	0	75	2	2	77	0	2	102	2	6	106	0	5	2	3	0	10	0	0	0	0	4	0	193
Grand Total	0	27	292	10	9	329	0	9	284	45	32	338	0	22	16	17	1	55	0	3	4	0	14	7	729
Approach %	0.0	8.2	88.8	3.0	-	-	0.0	2.7	84.0	13.3	-	-	0.0	40.0	29.1	30.9	-	-	0.0	42.9	57.1	0.0	-	-	-
Total %	0.0	3.7	40.1	1.4	-	45.1	0.0	1.2	39.0	6.2	-	46.4	0.0	3.0	2.2	2.3	-	7.5	0.0	0.4	0.5	0.0	-	1.0	-
Lights	0	27	288	9	-	324	0	9	278	41	-	328	0	20	16	16	-	52	0	0	1	0	-	1	705
% Lights	-	100.0	98.6	90.0	-	98.5	-	100.0	97.9	91.1	-	97.0	-	90.9	100.0	94.1	-	94.5	-	0.0	25.0	-	-	14.3	96.7
Buses	0	0	0	0	-	0	0	0	1	0	-	1	0	0	0	0	-	0	0	0	0	0	-	0	1
% Buses	-	0.0	0.0	0.0	-	0.0	-	0.0	0.4	0.0	-	0.3	-	0.0	0.0	0.0	-	0.0	-	0.0	0.0	-	-	0.0	0.1
Single-Unit Trucks	0	0	1	1	-	2	0	0	3	0	-	3	0	1	0	1	-	2	0	0	0	0	-	0	7
% Single-Unit Trucks	-	0.0	0.3	10.0	-	0.6	-	0.0	1.1	0.0	-	0.9	-	4.5	0.0	5.9	-	3.6	-	0.0	0.0	-	-	0.0	1.0
Articulated Trucks	0	0	0	0	-	0	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	0.0	-	0.0	-	0.0	0.0	0.0	-	0.0	-	0.0	0.0	-	-	0.0	0.0
Bicycles on Road	0	0	3	0	-	3	0	0	2	4	-	6	0	1	0	0	-	1	0	3	3	0	-	6	16

% Bicycles on Road	-	0.0	1.0	0.0	-	0.9	-	0.0	0.7	8.9	-	1.8	-	4.5	0.0	0.0	-	1.8	-	100.0	75.0	-	-	85.7	2.2
Pedestrians	-	-	-	-	9	-	-	-	-	-	32	-	-	-	-	-	1	-	-	-	-	-	14	-	-
% Pedestrians	-	-	-	-	100.0	-	-	-	-	-	100.0	-	-	-	-	-	100.0	-	-	-	-	-	100.0	-	-



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Start Date: 09/01/2022
Page No: 3

Turning Movement Peak Hour Data (8:00 AM)

Start Time	2nd St Eastbound						2nd St Westbound						Grant St Northbound						Grant St Southbound						Int. Total
	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	
8:00 AM	0	1	20	2	2	23	0	0	8	2	8	10	0	2	3	0	0	5	0	0	2	0	1	2	40
8:15 AM	0	4	21	0	0	25	0	1	11	2	1	14	0	4	4	1	1	9	0	0	0	0	0	0	48
8:30 AM	0	10	22	1	1	33	0	1	13	14	1	28	0	0	1	2	0	3	0	0	1	0	1	1	65
8:45 AM	0	7	18	1	1	26	0	1	13	12	2	26	0	0	2	1	0	3	0	0	0	0	0	0	55
Total	0	22	81	4	4	107	0	3	45	30	12	78	0	6	10	4	1	20	0	0	3	0	2	3	208
Approach %	0.0	20.6	75.7	3.7	-	-	0.0	3.8	57.7	38.5	-	-	0.0	30.0	50.0	20.0	-	-	0.0	0.0	100.0	0.0	-	-	-
Total %	0.0	10.6	38.9	1.9	-	51.4	0.0	1.4	21.6	14.4	-	37.5	0.0	2.9	4.8	1.9	-	9.6	0.0	0.0	1.4	0.0	-	1.4	-
PHF	0.000	0.550	0.920	0.500	-	0.811	0.000	0.750	0.865	0.536	-	0.696	0.000	0.375	0.625	0.500	-	0.556	0.000	0.000	0.375	0.000	-	0.375	0.800
Lights	0	22	79	4	-	105	0	3	45	30	-	78	0	5	10	4	-	19	0	0	1	0	-	1	203
% Lights	-	100.0	97.5	100.0	-	98.1	-	100.0	100.0	100.0	-	100.0	-	83.3	100.0	100.0	-	95.0	-	-	33.3	-	-	33.3	97.6
Buses	0	0	0	0	-	0	0	0	0	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	-	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	1	0	0	-	1	0	0	0	0	-	0	1
% Single-Unit Trucks	-	0.0	0.0	0.0	-	0.0	-	0.0	0.0	0.0	-	0.0	-	16.7	0.0	0.0	-	5.0	-	-	0.0	-	-	0.0	0.5
Articulated Trucks	0	0	0	0	-	0	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	0.0	-	0.0	-	0.0	0.0	0.0	-	0.0	-	-	0.0	-	-	0.0	0.0
Bicycles on Road	0	0	2	0	-	2	0	0	0	0	-	0	0	0	0	0	-	0	0	0	2	0	-	2	4
% Bicycles on Road	-	0.0	2.5	0.0	-	1.9	-	0.0	0.0	0.0	-	0.0	-	0.0	0.0	0.0	-	0.0	-	-	66.7	-	-	66.7	1.9
Pedestrians	-	-	-	-	4	-	-	-	-	-	12	-	-	-	-	-	1	-	-	-	-	-	2	-	-
% Pedestrians	-	-	-	-	100.0	-	-	-	-	-	100.0	-	-	-	-	-	100.0	-	-	-	-	-	100.0	-	-



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Turning Movement Peak Hour Data (4:15 PM)

Start Time	2nd St Eastbound						2nd St Westbound						Grant St Northbound						Grant St Southbound						Int. Total
	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Right	Peds	App. Total	
4:15 PM	0	0	19	0	0	19	0	1	31	1	0	33	0	1	1	0	0	2	0	0	0	0	0	0	54
4:30 PM	0	0	23	0	0	23	0	1	26	1	2	28	0	4	1	2	0	7	0	0	0	0	0	0	58
4:45 PM	0	0	20	1	0	21	0	1	27	1	1	29	0	2	0	1	0	3	0	0	0	0	0	0	53
5:00 PM	0	0	19	0	2	19	0	1	19	1	3	21	0	2	1	2	0	5	0	0	0	0	2	0	45
Total	0	0	81	1	2	82	0	4	103	4	6	111	0	9	3	5	0	17	0	0	0	0	2	0	210
Approach %	0.0	0.0	98.8	1.2	-	-	0.0	3.6	92.8	3.6	-	-	0.0	52.9	17.6	29.4	-	-	0.0	0.0	0.0	0.0	-	-	-
Total %	0.0	0.0	38.6	0.5	-	39.0	0.0	1.9	49.0	1.9	-	52.9	0.0	4.3	1.4	2.4	-	8.1	0.0	0.0	0.0	0.0	-	0.0	-
PHF	0.000	0.000	0.880	0.250	-	0.891	0.000	1.000	0.831	1.000	-	0.841	0.000	0.563	0.750	0.625	-	0.607	0.000	0.000	0.000	0.000	-	0.000	0.905
Lights	0	0	80	1	-	81	0	4	100	4	-	108	0	8	3	5	-	16	0	0	0	0	-	0	205
% Lights	-	-	98.8	100.0	-	98.8	-	100.0	97.1	100.0	-	97.3	-	88.9	100.0	100.0	-	94.1	-	-	-	-	-	-	97.6
Buses	0	0	0	0	-	0	0	0	1	0	-	1	0	0	0	0	-	0	0	0	0	0	-	0	1
% Buses	-	-	0.0	0.0	-	0.0	-	0.0	1.0	0.0	-	0.9	-	0.0	0.0	0.0	-	0.0	-	-	-	-	-	-	0.5
Single-Unit Trucks	0	0	0	0	-	0	0	0	1	0	-	1	0	0	0	0	-	0	0	0	0	0	-	0	1
% Single-Unit Trucks	-	-	0.0	0.0	-	0.0	-	0.0	1.0	0.0	-	0.9	-	0.0	0.0	0.0	-	0.0	-	-	-	-	-	-	0.5
Articulated Trucks	0	0	0	0	-	0	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	-	0.0	-	0.0	0.0	0.0	-	0.0	-	-	-	-	-	-	0.0
Bicycles on Road	0	0	1	0	-	1	0	0	1	0	-	1	0	1	0	0	-	1	0	0	0	0	-	0	3
% Bicycles on Road	-	-	1.2	0.0	-	1.2	-	0.0	1.0	0.0	-	0.9	-	11.1	0.0	0.0	-	5.9	-	-	-	-	-	-	1.4
Pedestrians	-	-	-	-	2	-	-	-	-	-	6	-	-	-	-	-	0	-	-	-	-	-	2	-	-
% 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 sainkeshavarzi@kloainc.com

Count Name: 2nd St with Vine St TMC
Site Code:
Start Date: 09/01/2022
Page No: 1

Turning Movement Data

Start Time	2nd St Westbound					Vine St Northbound					Vine St Southbound					Int. Total
	U-Turn	Left	Right	Peds	App. Total	U-Turn	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Peds	App. Total	
7:00 AM	0	2	0	1	2	0	0	3	0	3	0	0	1	0	1	6
7:15 AM	0	0	0	0	0	0	2	0	0	2	0	0	1	0	1	3
7:30 AM	0	1	1	0	2	0	8	0	0	8	0	0	6	0	6	16
7:45 AM	0	3	2	3	5	0	33	2	2	35	0	0	8	0	8	48
Hourly Total	0	6	3	4	9	0	43	5	2	48	0	0	16	0	16	73
8:00 AM	0	2	0	3	2	0	25	0	1	25	0	0	3	0	3	30
8:15 AM	0	4	0	0	4	0	6	0	0	6	0	0	2	1	2	12
8:30 AM	1	2	6	1	9	0	7	0	0	7	0	0	4	0	4	20
8:45 AM	0	4	12	1	16	0	16	0	0	16	0	0	4	4	4	36
Hourly Total	1	12	18	5	31	0	54	0	1	54	0	0	13	5	13	98
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4:00 PM	0	3	2	0	5	0	5	0	0	5	0	0	4	0	4	14
4:15 PM	0	0	0	0	0	0	2	0	0	2	0	0	1	0	1	3
4:30 PM	0	3	2	2	5	0	4	0	1	4	0	0	2	0	2	11
4:45 PM	0	1	3	1	4	0	5	0	0	5	0	0	3	0	3	12
Hourly Total	0	7	7	3	14	0	16	0	1	16	0	0	10	0	10	40
5:00 PM	0	0	2	1	2	0	1	0	0	1	0	0	11	0	11	14
5:15 PM	0	1	0	0	1	0	5	0	0	5	0	0	1	0	1	7
5:30 PM	0	0	0	1	0	0	4	0	0	4	0	0	4	0	4	8
5:45 PM	0	0	1	1	1	0	4	0	0	4	0	0	3	0	3	8
Hourly Total	0	1	3	3	4	0	14	0	0	14	0	0	19	0	19	37
Grand Total	1	26	31	15	58	0	127	5	4	132	0	0	58	5	58	248
Approach %	1.7	44.8	53.4	-	-	0.0	96.2	3.8	-	-	0.0	0.0	100.0	-	-	-
Total %	0.4	10.5	12.5	-	23.4	0.0	51.2	2.0	-	53.2	0.0	0.0	23.4	-	23.4	-
Lights	1	22	30	-	53	0	125	0	-	125	0	0	55	-	55	233
% Lights	100.0	84.6	96.8	-	91.4	-	98.4	0.0	-	94.7	-	-	94.8	-	94.8	94.0
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	-	0.0	0.0
Single-Unit Trucks	0	1	1	-	2	0	1	0	-	1	0	0	0	-	0	3
% Single-Unit Trucks	0.0	3.8	3.2	-	3.4	-	0.8	0.0	-	0.8	-	-	0.0	-	0.0	1.2
Articulated Trucks	0	0	0	-	0	0	1	0	-	1	0	0	0	-	0	1
% Articulated Trucks	0.0	0.0	0.0	-	0.0	-	0.8	0.0	-	0.8	-	-	0.0	-	0.0	0.4
Bicycles on Road	0	3	0	-	3	0	0	5	-	5	0	0	3	-	3	11
% Bicycles on Road	0.0	11.5	0.0	-	5.2	-	0.0	100.0	-	3.8	-	-	5.2	-	5.2	4.4
Pedestrians	-	-	-	15	-	-	-	-	4	-	-	-	-	5	-	-
% Pedestrians	-	-	-	100.0	-	-	-	-	100.0	-	-	-	-	100.0	-	-



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Count Name: 2nd St with Vine St TMC
Site Code:
Start Date: 09/01/2022
Page No: 2

Turning Movement Peak Hour Data (8:00 AM)

Start Time	2nd St Westbound					Vine St Northbound					Vine St Southbound					Int. Total
	U-Turn	Left	Right	Peds	App. Total	U-Turn	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Peds	App. Total	
8:00 AM	0	2	0	3	2	0	25	0	1	25	0	0	3	0	3	30
8:15 AM	0	4	0	0	4	0	6	0	0	6	0	0	2	1	2	12
8:30 AM	1	2	6	1	9	0	7	0	0	7	0	0	4	0	4	20
8:45 AM	0	4	12	1	16	0	16	0	0	16	0	0	4	4	4	36
Total	1	12	18	5	31	0	54	0	1	54	0	0	13	5	13	98
Approach %	3.2	38.7	58.1	-	-	0.0	100.0	0.0	-	-	0.0	0.0	100.0	-	-	-
Total %	1.0	12.2	18.4	-	31.6	0.0	55.1	0.0	-	55.1	0.0	0.0	13.3	-	13.3	-
PHF	0.250	0.750	0.375	-	0.484	0.000	0.540	0.000	-	0.540	0.000	0.000	0.813	-	0.813	0.681
Lights	1	12	18	-	31	0	54	0	-	54	0	0	13	-	13	98
% Lights	100.0	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	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	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	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	-	-	-	5	-	-	-	-	1	-	-	-	-	5	-	-
% Pedestrians	-	-	-	100.0	-	-	-	-	100.0	-	-	-	-	100.0	-	-



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Count Name: 2nd St with Vine St TMC
Site Code:
Start Date: 09/01/2022
Page No: 3

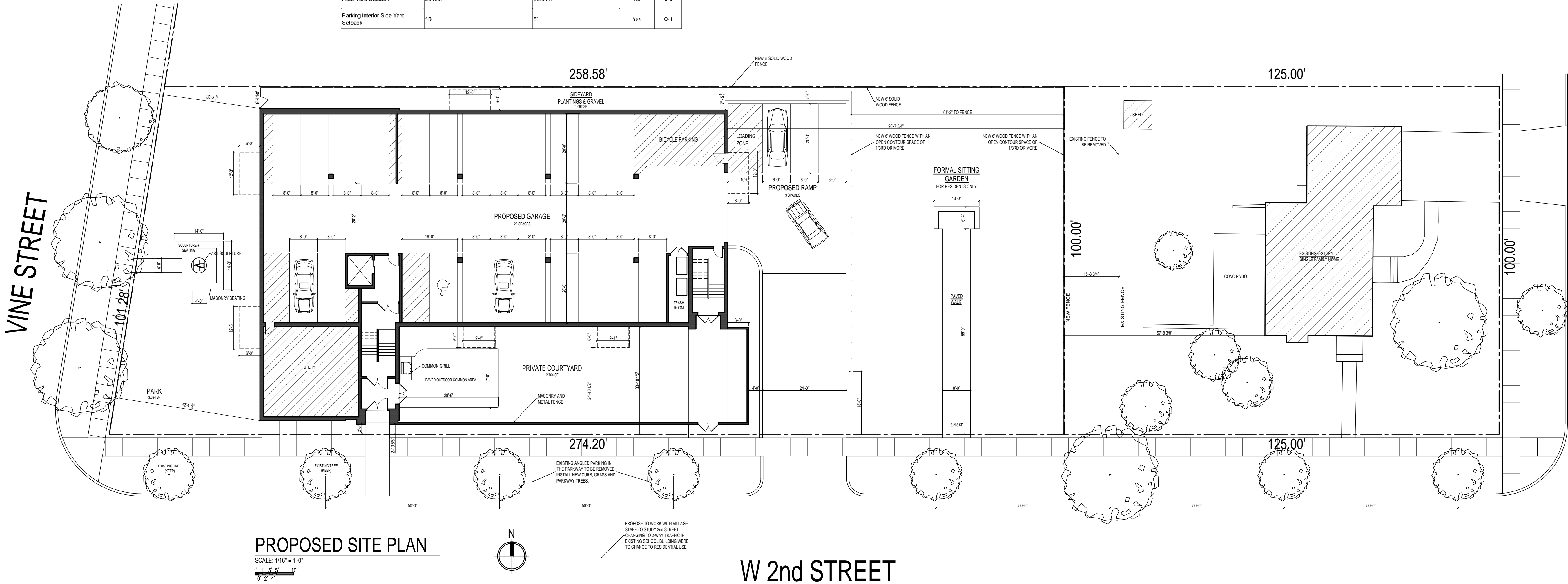
Turning Movement Peak Hour Data (4:15 PM)

Start Time	2nd St Westbound					Vine St Northbound					Vine St Southbound					Int. Total
	U-Turn	Left	Right	Peds	App. Total	U-Turn	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Peds	App. Total	
4:15 PM	0	0	0	0	0	0	2	0	0	2	0	0	1	0	1	3
4:30 PM	0	3	2	2	5	0	4	0	1	4	0	0	2	0	2	11
4:45 PM	0	1	3	1	4	0	5	0	0	5	0	0	3	0	3	12
5:00 PM	0	0	2	1	2	0	1	0	0	1	0	0	11	0	11	14
Total	0	4	7	4	11	0	12	0	1	12	0	0	17	0	17	40
Approach %	0.0	36.4	63.6	-	-	0.0	100.0	0.0	-	-	0.0	0.0	100.0	-	-	-
Total %	0.0	10.0	17.5	-	27.5	0.0	30.0	0.0	-	30.0	0.0	0.0	42.5	-	42.5	-
PHF	0.000	0.333	0.583	-	0.550	0.000	0.600	0.000	-	0.600	0.000	0.000	0.386	-	0.386	0.714
Lights	0	3	6	-	9	0	11	0	-	11	0	0	14	-	14	34
% Lights	-	75.0	85.7	-	81.8	-	91.7	-	-	91.7	-	-	82.4	-	82.4	85.0
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	1	1	-	2	0	0	0	-	0	0	0	0	-	0	2
% Single-Unit Trucks	-	25.0	14.3	-	18.2	-	0.0	-	-	0.0	-	-	0.0	-	0.0	5.0
Articulated Trucks	0	0	0	-	0	0	1	0	-	1	0	0	0	-	0	1
% Articulated Trucks	-	0.0	0.0	-	0.0	-	8.3	-	-	8.3	-	-	0.0	-	0.0	2.5
Bicycles on Road	0	0	0	-	0	0	0	0	-	0	0	0	3	-	3	3
% Bicycles on Road	-	0.0	0.0	-	0.0	-	0.0	-	-	0.0	-	-	17.6	-	17.6	7.5
Pedestrians	-	-	-	4	-	-	-	-	1	-	-	-	-	0	-	-
% Pedestrians	-	-	-	100.0	-	-	-	-	100.0	-	-	-	-	-	-	-

Site Plan

125 S. Vine Street - Lifestyle Housing + 0-1 District Requirements				
Item	Code Requirement	Proposed Development	Variance Required	District
Maximum height	33 feet or district maximum, whichever is higher, but in no event more than 3 stories	38'-6"	Yes	O-1
Minimum Lot area	8,500 square feet	26,639 square feet	No	O-1
Lot area	20,000 square feet	26,639 square feet	No	Lifestyle
Maximum units per acre	35	12units on 0.61acres = 7.33/acre	No	Lifestyle
Minimum lot width	60 feet	100 feet	No	Lifestyle
Minimum lot depth	125 feet	274.2 feet	No	Lifestyle
Maximum lot coverage	70 percent	52 percent	No	Lifestyle
Maximum building coverage	70 percent	35 percent	Yes	O-1
Maximum floor area ratio (FAR)	1.5	0.9	No	Lifestyle
Minimum number of off street parking spaces	1.5 spaces per unit = 28 spaces	25 spaces = 2.08 spaces per unit	No	Lifestyle
Front Yard Setback	35 feet	28.27 ft	Yes	O-1
Corner Side Yard Setback	35 feet	2.41 ft	Yes	O-1
Interior Side Yard Setback	10 feet	6.19 ft	Yes	O-1
Rear Yard Setback	25 feet	96.64 ft	No	O-1
Parking Interior Side Yard Setback	10'	5'	Yes	O-1

116 S. Grant Street - 1-B District Requirements			
Item	Code Requirement	Proposed Development	Variance Required
Maximum height	40 feet	27'-0"	No
Interior Side Yard Setback	25 feet	11.4 ft	Yes
Corner Side Yard Setback	35 feet	28.19 ft	Yes
Front Yard Setback	35 feet	27.94 ft	Yes
Rear Yard Setback	25 feet	57.99 ft	No
Minimum Lot area	80,000 square feet	12,500	No
Minimum lot width	200 feet	100 feet	No
Minimum lot depth	250 feet	125 feet	No
Maximum lot coverage	60 percent	25.4 percent	No
Maximum building coverage	35 percent	14.4 percent	No
Maximum floor area ratio	0.5	0.2	No
Minimum number of off street parking spaces	N/A	2 spaces in attached garage	No



Existing Gross Floor Area	
**Basement	4,796sf
*1st Floor	3,950sf
2nd Floor	9,591sf
Gross Floor Area	18,337sf
*1st Floor is partial due to 2-story space taken by the gym.	
**GFA = Fifty percent (50%) of all floor area located in a basement per GFA Definition.	

Proposed Gross Floor Area	
Basement	4,796sf
1st Floor	9,591sf
2nd Floor	9,591sf
Gross Floor Area	23,978sf

125 S. Vine Greenspace and Impervious Areas	
Corner Park	3,534sf
Private Courtyard	2,764sf
Formal Sitting Garden	6,265sf
Sideyard	1,092sf
TOTAL	13,665sf
Hard Surface Areas	
Building Footprint	9,591sf
TOTAL	14,100sf

DEPARTMENT OF BUILDING APPROVAL STAMP

TANDEM
ARCHITECTURE

THESE PLANS AND SPECIFICATIONS ARE PROTECTED
UNDER FEDERAL COPYRIGHT LAWS. © TANDEM ARCHITECTURE
MAINTAINS OWNERSHIP OF SUCH AND ALL RIGHTS PRIVILEGES.

CONCEPT PLAN	2/25/2021
CONCEPT PLAN	4/19/2021
CONCEPT PLAN	4/27/2021
CONCEPT PLAN	5/13/2021
REV. SITE PLAN	7/22/2021
ELEVS	09/03/21
BOARD SUBMITTAL	10/22/21
BOARD SUBMITTAL	12/15/21
BOARD SUBMITTAL	1/7/22

125 S. VINE ST.
HINSDALE, IL

TANDEM ARCHITECTURE

JOB NO. A21503
PROJ. MGR. C.W.
JOB CAPTAIN C.W.
CHECKED BY

SHEET
A1.0

ITE Trip Generation Summary Sheets

Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 11

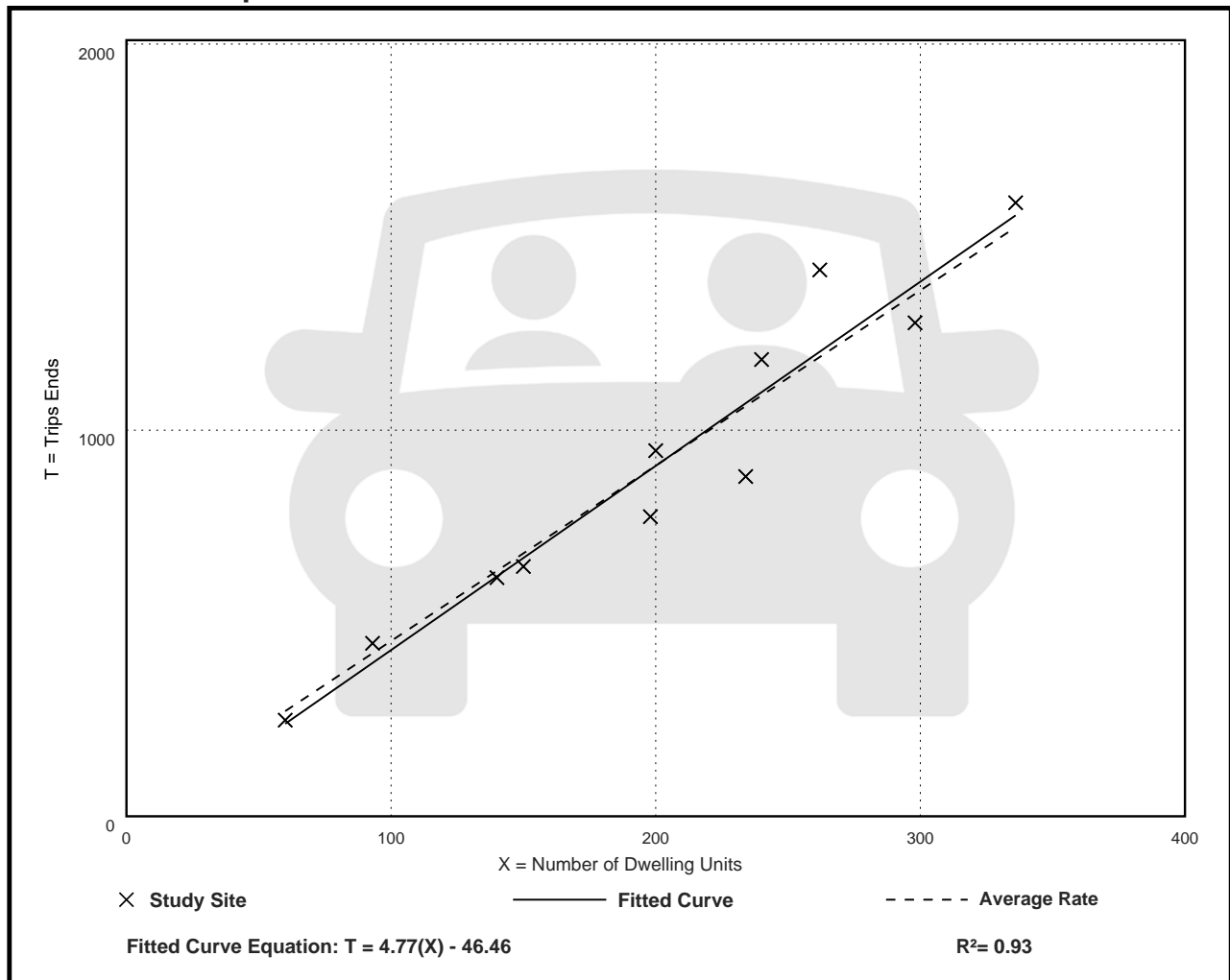
Avg. Num. of Dwelling Units: 201

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
4.54	3.76 - 5.40	0.51

Data Plot and Equation



Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 30

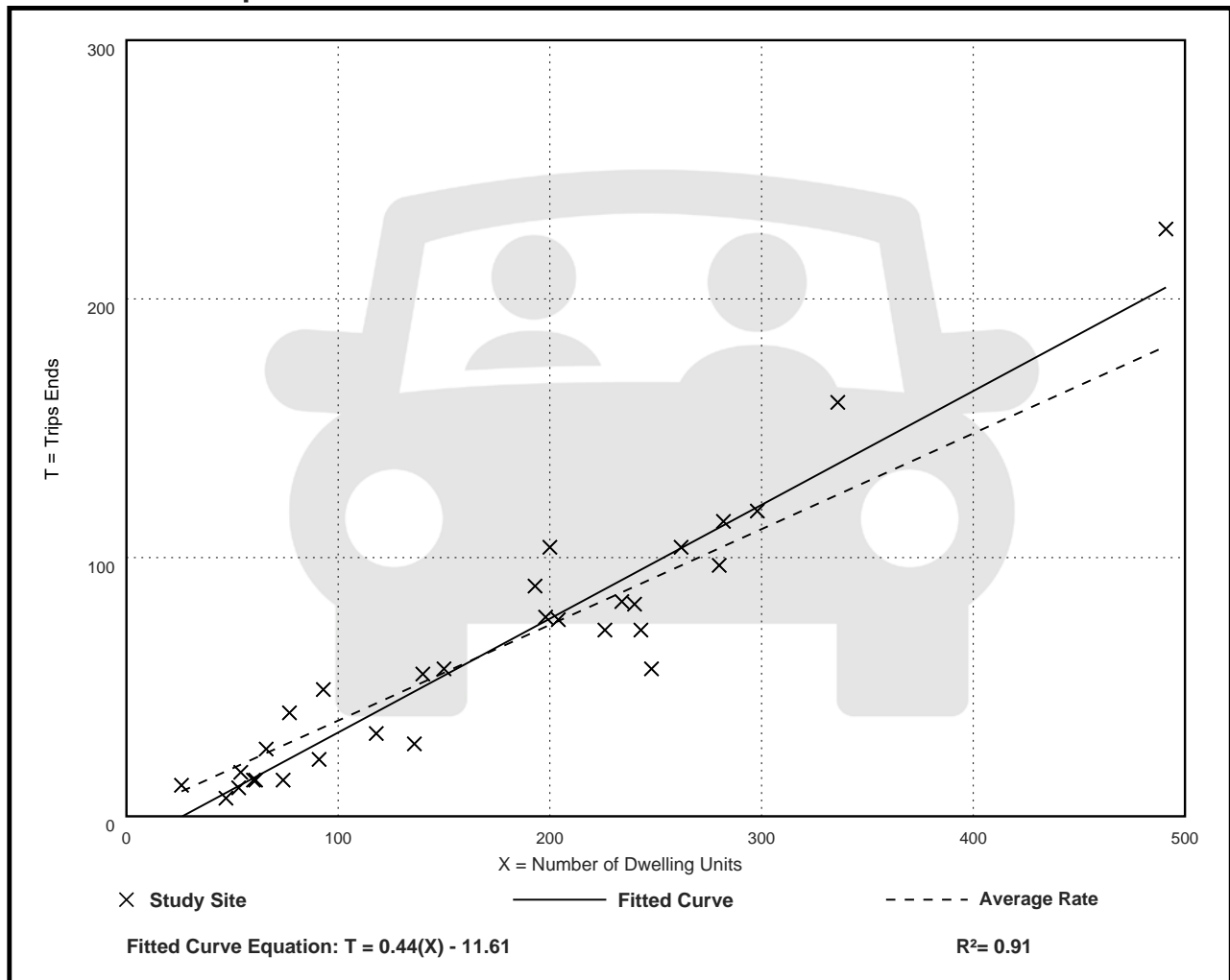
Avg. Num. of Dwelling Units: 173

Directional Distribution: 23% entering, 77% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.37	0.15 - 0.53	0.09

Data Plot and Equation



Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 31

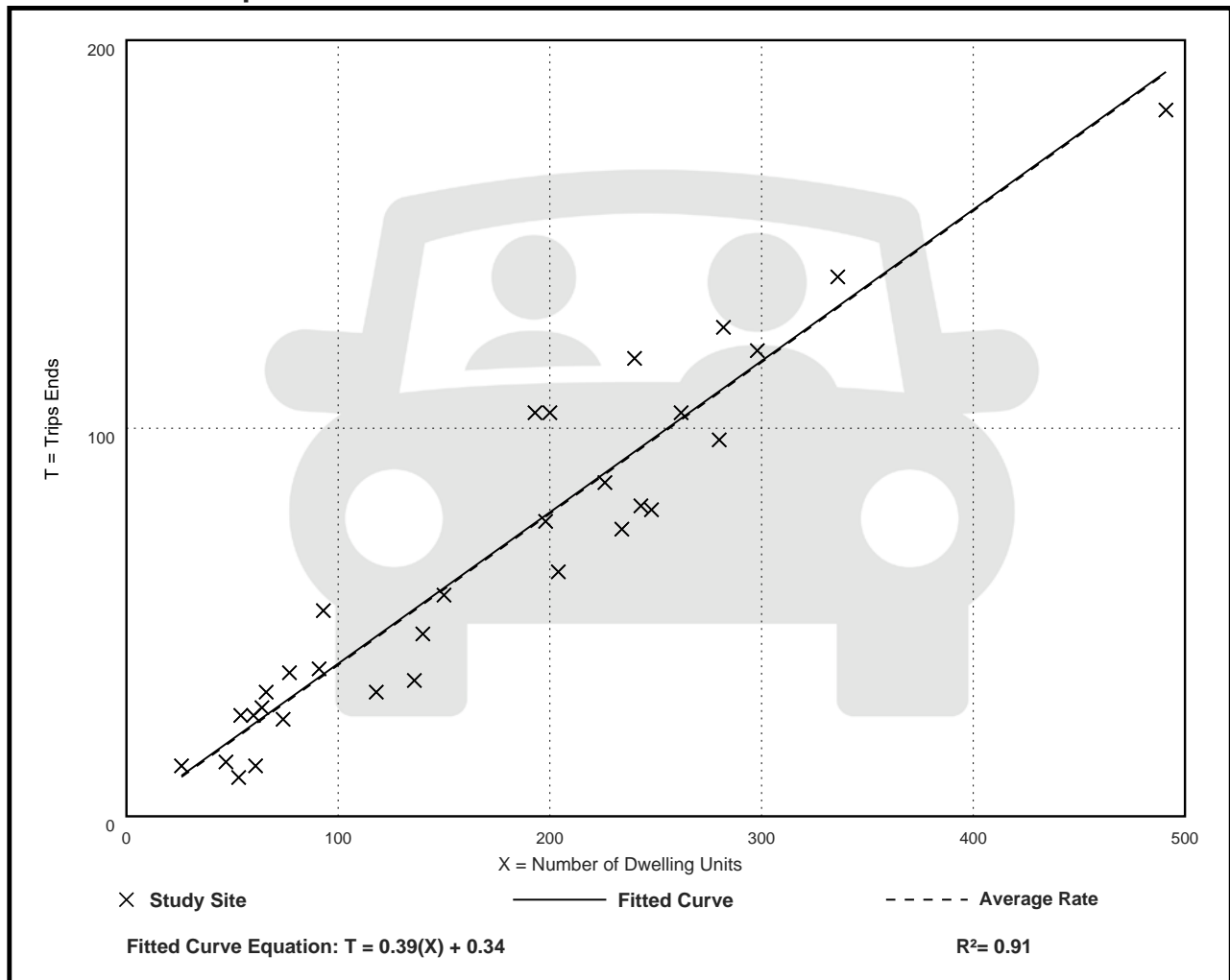
Avg. Num. of Dwelling Units: 169

Directional Distribution: 61% entering, 39% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.39	0.19 - 0.57	0.08

Data Plot and Equation



ITE Parking Generation Summary Sheets

Land Use: 221 Multifamily Housing (Mid-Rise)

Description

Mid-rise multifamily housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and with between three and 10 levels (floors) of residence. Multifamily housing (low-rise) (Land Use 220), multifamily housing (high-rise) (Land Use 222), and affordable housing (Land Use 223) are related land uses.

Time of Day Distribution for Parking Demand

The following table presents a time-of-day distribution of parking demand on a weekday (one general urban/suburban study site), a Saturday (two general urban/suburban study sites), and a Sunday (one dense multi-use urban study site).

Hour Beginning	Percent of Peak Parking Demand		
	Weekday	Saturday	Sunday
12:00–4:00 a.m.	100	100	100
5:00 a.m.	94	99	—
6:00 a.m.	83	97	—
7:00 a.m.	71	95	—
8:00 a.m.	61	88	—
9:00 a.m.	55	83	—
10:00 a.m.	54	75	—
11:00 a.m.	53	71	—
12:00 p.m.	50	68	—
1:00 p.m.	49	66	33
2:00 p.m.	49	70	40
3:00 p.m.	50	69	27
4:00 p.m.	58	72	13
5:00 p.m.	64	74	33
6:00 p.m.	67	74	60
7:00 p.m.	70	73	67
8:00 p.m.	76	75	47
9:00 p.m.	83	78	53
10:00 p.m.	90	82	73
11:00 p.m.	93	88	93

Additional Data

In prior editions of *Parking Generation*, the mid-rise multifamily housing sites were further divided into rental and condominium categories. An investigation of parking demand data found no clear differences in parking demand between the rental and condominium sites within the ITE database. As more data are compiled for future editions, this land use classification can be reinvestigated.

The average parking supply ratios for the study sites with parking supply information are shown in the table below.

Setting	Proximity to Rail Transit	Parking Supply Ratio	
		Per Dwelling Unit	Per Bedroom
Center City Core	Within ½ mile of rail transit	1.1 (15 sites)	1.0 (12 sites)
Dense Multi-Use Urban	Within ½ mile of rail transit	1.2 (39 sites)	0.9 (34 sites)
	Not within ½ mile of rail transit	1.2 (65 sites)	0.8 (56 sites)
General Urban/Suburban	Within ½ mile of rail transit	1.5 (25 sites)	0.8 (12 sites)
	Not within ½ mile of rail transit	1.7 (62 sites)	1.0 (39 sites)

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in California, Colorado, District of Columbia, Maryland, Massachusetts, New Jersey, New York, Oregon, Virginia, Washington, and Wisconsin.

It is expected that the number of bedrooms and number of residents are likely correlated to the parking demand generated by a residential site. Parking studies of multifamily housing should attempt to obtain information on occupancy rate and on the mix of residential unit sizes (i.e., number of units by number of bedrooms at the site complex). Future parking studies should also indicate the number of levels contained in the residential building.

Source Numbers

21, 209, 247, 255, 277, 401, 402, 419, 505, 512, 522, 533, 535, 536, 537, 538, 545, 546, 547, 575, 576, 577, 579, 580, 581, 583, 584, 585, 587

Census 2019 Data

MEANS OF TRANSPORTATION TO WORK BY VEHICLES AVAILABLE

Survey/Program: American Community Survey Universe: Workers 16 years and over in households TableID: B08141 Product: 2019: ACS 5-Year Estimates Detailed Tables

Notes

Selections

1 Geo

Years

1 Topic

Surveys

123 Codes

Hide

Filter

Transpose

Margin of Error

Restore

Excel

Download

Print

More Data

Map

Census Tract 8453, DuPage County, Illinois			
Label	Estimate		Margin of Error
▼ Total:	1,311		±116
No vehicle available	24		±26
1 vehicle available	127		±54
2 vehicles available	587		±107
3 or more vehicles available	573		±96
➤ Car, truck, or van - drove alone:	699		±104
➤ Car, truck, or van - carpooled:	53		±38
➤ Public transportation (excluding taxicab):	370		±77
➤ Walked:	26		±18
➤ Taxicab, motorcycle, bicycle, or other means:	33		±27
➤ Worked from home:	130		±51

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

August 31, 2022

Shahrzad Ainkeshavarzi
Traffic Engineer
Kenig, Lindgren, O'Hara, Aboona, Inc.
9575 West Higgins Road
Suite 400
Rosemont, IL 60018

Subject: Hinsdale Avenue - Lincoln Street (Vine Street @ 2nd Street)
IDOT

Dear Ms. Ainkeshavarzi:

In response to a request made on your behalf and dated August 30, 2022, we have developed year 2050 average daily traffic (ADT) projections for the subject location.

ROAD SEGMENT	Current ADT	Year 2050 ADT
W. Hinsdale Avenue	850	1,000
S. Lincoln Street	2,450	2,880

Traffic projections are developed using existing ADT data provided in the request letter and the results from the December 2021 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-43-22\du-43-22.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

HCM 6th TWSC

3: 2nd Street & Vine Street

09/27/2022

Intersection						
Int Delay, s/veh	3.8					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	21	26	54	0	0	13
Future Vol, veh/h	21	26	54	0	0	13
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	68	68	68	68	68	68
Heavy Vehicles, %	0	0	0	0	0	0
Mvmt Flow	31	38	79	0	0	19
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	98	79	0	-	-	-
Stage 1	79	-	-	-	-	-
Stage 2	19	-	-	-	-	-
Critical Hdwy	6.4	6.2	-	-	-	-
Critical Hdwy Stg 1	5.4	-	-	-	-	-
Critical Hdwy Stg 2	5.4	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	-	-	-	-
Pot Cap-1 Maneuver	906	987	-	0	0	-
Stage 1	949	-	-	0	0	-
Stage 2	1009	-	-	0	0	-
Platoon blocked, %			-			-
Mov Cap-1 Maneuver	906	987	-	-	-	-
Mov Cap-2 Maneuver	906	-	-	-	-	-
Stage 1	949	-	-	-	-	-
Stage 2	1009	-	-	-	-	-
Approach	WB	NB	SB			
HCM Control Delay, s	9.1	0	0			
HCM LOS	A					
Minor Lane/Major Mvmt	NBTWBLn1		SBT			
Capacity (veh/h)	- 949		-			
HCM Lane V/C Ratio	- 0.073		-			
HCM Control Delay (s)	- 9.1		-			
HCM Lane LOS	- A		-			
HCM 95th %tile Q(veh)	- 0.2		-			

HCM 6th TWSC
5: 2nd Street & Grant Street

09/27/2022

Intersection												
Int Delay, s/veh	1.9											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations					↕			↕			↕	
Traffic Vol, veh/h	0	0	0	6	10	4	22	81	4	3	45	30
Future Vol, veh/h	0	0	0	6	10	4	22	81	4	3	45	30
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	80	80	80	80	80	80	80	80	80	80	80	80
Heavy Vehicles, %	0	0	0	17	0	0	0	0	0	0	0	0
Mvmt Flow	0	0	0	8	13	5	28	101	5	4	56	38

Major/Minor	Minor1	Major1	Major2									
Conflicting Flow All	243	262	104	94	0	0	106	0	0			
Stage 1	160	160	-	-	-	-	-	-	-			
Stage 2	83	102	-	-	-	-	-	-	-			
Critical Hdwy	6.57	6.5	6.2	4.1	-	-	4.1	-	-			
Critical Hdwy Stg 1	5.57	5.5	-	-	-	-	-	-	-			
Critical Hdwy Stg 2	5.57	5.5	-	-	-	-	-	-	-			
Follow-up Hdwy	3.653	4	3.3	2.2	-	-	2.2	-	-			
Pot Cap-1 Maneuver	714	646	956	1513	-	-	1498	-	-			
Stage 1	834	769	-	-	-	-	-	-	-			
Stage 2	904	815	-	-	-	-	-	-	-			
Platoon blocked, %					-	-		-	-			
Mov Cap-1 Maneuver	698	0	956	1513	-	-	1498	-	-			
Mov Cap-2 Maneuver	698	0	-	-	-	-	-	-	-			
Stage 1	817	0	-	-	-	-	-	-	-			
Stage 2	901	0	-	-	-	-	-	-	-			

Approach	WB	NB	SB
HCM Control Delay, s	9.8	1.5	0.3
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	NBRWBLn1	SBL	SBT	SBR
Capacity (veh/h)	1513	-	-	782	1498	-
HCM Lane V/C Ratio	0.018	-	-	0.032	0.003	-
HCM Control Delay (s)	7.4	0	-	9.8	7.4	0
HCM Lane LOS	A	A	-	A	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0.1	0	-




Capacity Analysis Summary Sheets
Existing Weekday Evening Peak Hour

HCM 6th TWSC
3: 2nd Street & Vine Street

09/27/2022

Intersection

Int Delay, s/veh 2.4

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	4	7	12	0	0	17
Future Vol, veh/h	4	7	12	0	0	17
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	71	71	71	71	71	71
Heavy Vehicles, %	25	14	8	0	0	0
Mvmt Flow	6	10	17	0	0	24

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	41	17	0
Stage 1	17	-	-
Stage 2	24	-	-
Critical Hdwy	6.65	6.34	-
Critical Hdwy Stg 1	5.65	-	-
Critical Hdwy Stg 2	5.65	-	-
Follow-up Hdwy	3.725	3.426	-
Pot Cap-1 Maneuver	915	1028	-
Stage 1	949	-	-
Stage 2	942	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	915	1028	-
Mov Cap-2 Maneuver	915	-	-
Stage 1	949	-	-
Stage 2	942	-	-

Approach	WB	NB	SB
HCM Control Delay, s	8.7	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBTWBLn1	SBT
Capacity (veh/h)	- 984	-
HCM Lane V/C Ratio	- 0.016	-
HCM Control Delay (s)	- 8.7	-
HCM Lane LOS	- A	-
HCM 95th %tile Q(veh)	- 0	-

HCM 6th TWSC
5: 2nd Street & Grant Street

09/27/2022

Intersection												
Int Delay, s/veh	1.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations					↕			↕			↕	
Traffic Vol, veh/h	0	0	0	9	7	5	0	81	1	4	103	4
Future Vol, veh/h	0	0	0	9	7	5	0	81	1	4	103	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91	91	91	91	91	91
Heavy Vehicles, %	0	0	0	0	0	0	0	0	0	0	2	0
Mvmt Flow	0	0	0	10	8	5	0	89	1	4	113	4

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	213	215	90	117	0	0
Stage 1	90	90	-	-	-	-
Stage 2	123	125	-	-	-	-
Critical Hdwy	6.4	6.5	6.2	4.1	-	4.1
Critical Hdwy Stg 1	5.4	5.5	-	-	-	-
Critical Hdwy Stg 2	5.4	5.5	-	-	-	-
Follow-up Hdwy	3.5	4	3.3	2.2	-	2.2
Pot Cap-1 Maneuver	780	686	973	1484	-	1518
Stage 1	939	824	-	-	-	-
Stage 2	907	796	-	-	-	-
Platoon blocked, %					-	-
Mov Cap-1 Maneuver	778	0	973	1484	-	1518
Mov Cap-2 Maneuver	778	0	-	-	-	-
Stage 1	939	0	-	-	-	-
Stage 2	904	0	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	9.4	0	0.3
HCM LOS	A		




Minor Lane/Major Mvmt	NBL	NBT	NBRWBLn1	SBL	SBT	SBR
Capacity (veh/h)	1484	-	-	838	1518	-
HCM Lane V/C Ratio	-	-	-	0.028	0.003	-
HCM Control Delay (s)	0	-	-	9.4	7.4	0
HCM Lane LOS	A	-	-	A	A	A
HCM 95th %tile Q(veh)	0	-	-	0.1	0	-

Capacity Analysis Summary Sheets
Year 2028 Total Projected Weekday Morning Peak Hour

HCM 6th TWSC

3: 2nd Street & Vine Street

09/28/2022

Intersection						
Int Delay, s/veh	3.9					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	23	29	56	0	0	13
Future Vol, veh/h	23	29	56	0	0	13
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	68	68	68	68	68	68
Heavy Vehicles, %	0	0	0	0	0	0
Mvmt Flow	34	43	82	0	0	19
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	101	82	0	-	-	-
Stage 1	82	-	-	-	-	-
Stage 2	19	-	-	-	-	-
Critical Hdwy	6.4	6.2	-	-	-	-
Critical Hdwy Stg 1	5.4	-	-	-	-	-
Critical Hdwy Stg 2	5.4	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	-	-	-	-
Pot Cap-1 Maneuver	902	983	-	0	0	-
Stage 1	946	-	-	0	0	-
Stage 2	1009	-	-	0	0	-
Platoon blocked, %			-			-
Mov Cap-1 Maneuver	902	983	-	-	-	-
Mov Cap-2 Maneuver	902	-	-	-	-	-
Stage 1	946	-	-	-	-	-
Stage 2	1009	-	-	-	-	-
Approach	WB	NB	SB			
HCM Control Delay, s	9.1	0	0			
HCM LOS	A					
Minor Lane/Major Mvmt	NBTWBLn1		SBT			
Capacity (veh/h)	- 945		-			
HCM Lane V/C Ratio	- 0.081		-			
HCM Control Delay (s)	- 9.1		-			
HCM Lane LOS	- A		-			
HCM 95th %tile Q(veh)	- 0.3		-			

HCM 6th TWSC
5: 2nd Street & Grant Street

09/28/2022

Intersection												
Int Delay, s/veh	1.9											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations					↕			↕			↕	
Traffic Vol, veh/h	0	0	0	6	10	4	24	83	4	3	46	32
Future Vol, veh/h	0	0	0	6	10	4	24	83	4	3	46	32
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	80	80	80	80	80	80	80	80	80	80	80	80
Heavy Vehicles, %	0	0	0	17	0	0	0	0	0	0	0	0
Mvmt Flow	0	0	0	8	13	5	30	104	5	4	58	40
Major/Minor				Minor1		Major1		Major2				
Conflicting Flow All				253	273	107	98	0	0	109	0	0
Stage 1				167	167	-	-	-	-	-	-	-
Stage 2				86	106	-	-	-	-	-	-	-
Critical Hdwy				6.57	6.5	6.2	4.1	-	-	4.1	-	-
Critical Hdwy Stg 1				5.57	5.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2				5.57	5.5	-	-	-	-	-	-	-
Follow-up Hdwy				3.653	4	3.3	2.2	-	-	2.2	-	-
Pot Cap-1 Maneuver				704	637	953	1508	-	-	1494	-	-
Stage 1				827	764	-	-	-	-	-	-	-
Stage 2				901	811	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver				687	0	953	1508	-	-	1494	-	-
Mov Cap-2 Maneuver				687	0	-	-	-	-	-	-	-
Stage 1				810	0	-	-	-	-	-	-	-
Stage 2				898	0	-	-	-	-	-	-	-
Approach				WB		NB		SB				
HCM Control Delay, s				9.8		1.6		0.3				
HCM LOS				A								
Minor Lane/Major Mvmt	NBL	NBT	NBR	WBLn1	SBL	SBT	SBR					
Capacity (veh/h)	1508	-	-	773	1494	-	-					
HCM Lane V/C Ratio	0.02	-	-	0.032	0.003	-	-					
HCM Control Delay (s)	7.4	0	-	9.8	7.4	0	-					
HCM Lane LOS	A	A	-	A	A	A	-					
HCM 95th %tile Q(veh)	0.1	-	-	0.1	0	-	-					

HCM 6th TWSC

8: 2nd Street & Access Drive

09/28/2022

Intersection

Int Delay, s/veh 0.4

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations			↑			↑
Traffic Vol, veh/h	0	0	64	1	0	3
Future Vol, veh/h	0	0	64	1	0	3
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, #	-	1	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	0	67	1	0	3

Major/Minor	Major2	Minor2
Conflicting Flow All	-	0 - 68
Stage 1	-	- -
Stage 2	-	- -
Critical Hdwy	-	- 6.22
Critical Hdwy Stg 1	-	- -
Critical Hdwy Stg 2	-	- -
Follow-up Hdwy	-	- 3.318
Pot Cap-1 Maneuver	-	0 995
Stage 1	-	0 -
Stage 2	-	0 -
Platoon blocked, %	-	-
Mov Cap-1 Maneuver	-	- 995
Mov Cap-2 Maneuver	-	- -
Stage 1	-	- -
Stage 2	-	- -

Approach	WB	SB
HCM Control Delay, s	0	8.6
HCM LOS		A




Minor Lane/Major Mvmt	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	995
HCM Lane V/C Ratio	-	-	0.003
HCM Control Delay (s)	-	-	8.6
HCM Lane LOS	-	-	A
HCM 95th %tile Q(veh)	-	-	0

Capacity Analysis Summary Sheets
Year 2028 Total Projected Weekday Evening Peak Hour

HCM 6th TWSC

3: 2nd Street & Vine Street

09/28/2022

Intersection						
Int Delay, s/veh	2.6					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	5	8	12	0	0	18
Future Vol, veh/h	5	8	12	0	0	18
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	71	71	71	71	71	71
Heavy Vehicles, %	11	8	8	0	0	0
Mvmt Flow	7	11	17	0	0	25

Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	42	17	0	-	-	-
Stage 1	17	-	-	-	-	-
Stage 2	25	-	-	-	-	-
Critical Hdwy	6.51	6.28	-	-	-	-
Critical Hdwy Stg 1	5.51	-	-	-	-	-
Critical Hdwy Stg 2	5.51	-	-	-	-	-
Follow-up Hdwy	3.599	3.372	-	-	-	-
Pot Cap-1 Maneuver	947	1045	-	0	0	-
Stage 1	983	-	-	0	0	-
Stage 2	975	-	-	0	0	-
Platoon blocked, %			-			-
Mov Cap-1 Maneuver	947	1045	-	-	-	-
Mov Cap-2 Maneuver	947	-	-	-	-	-
Stage 1	983	-	-	-	-	-
Stage 2	975	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	8.6	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBTWBLn1	SBT
Capacity (veh/h)	- 1005	-
HCM Lane V/C Ratio	- 0.018	-
HCM Control Delay (s)	- 8.6	-
HCM Lane LOS	- A	-
HCM 95th %tile Q(veh)	- 0.1	-

HCM 6th TWSC
5: 2nd Street & Grant Street

09/28/2022

Intersection												
Int Delay, s/veh	1.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations					↕			↕			↕	
Traffic Vol, veh/h	0	0	0	9	8	5	1	83	1	4	106	5
Future Vol, veh/h	0	0	0	9	8	5	1	83	1	4	106	5
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91	91	91	91	91	91
Heavy Vehicles, %	0	0	0	0	0	0	0	0	0	0	2	0
Mvmt Flow	0	0	0	10	9	5	1	91	1	4	116	5
Major/Minor				Minor1		Major1		Major2				
Conflicting Flow All				221	223	92	121	0	0	92	0	0
Stage 1				94	94	-	-	-	-	-	-	-
Stage 2				127	129	-	-	-	-	-	-	-
Critical Hdwy				6.4	6.5	6.2	4.1	-	-	4.1	-	-
Critical Hdwy Stg 1				5.4	5.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2				5.4	5.5	-	-	-	-	-	-	-
Follow-up Hdwy				3.5	4	3.3	2.2	-	-	2.2	-	-
Pot Cap-1 Maneuver				772	679	971	1479	-	-	1515	-	-
Stage 1				935	821	-	-	-	-	-	-	-
Stage 2				904	793	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver				769	0	971	1479	-	-	1515	-	-
Mov Cap-2 Maneuver				769	0	-	-	-	-	-	-	-
Stage 1				934	0	-	-	-	-	-	-	-
Stage 2				901	0	-	-	-	-	-	-	-
Approach				WB		NB		SB				
HCM Control Delay, s				9.5		0.1		0.3				
HCM LOS				A								
Minor Lane/Major Mvmt	NBL	NBT	NBR	WBLn1	SBL	SBT	SBR					
Capacity (veh/h)	1479	-	-	831	1515	-	-					
HCM Lane V/C Ratio	0.001	-	-	0.029	0.003	-	-					
HCM Control Delay (s)	7.4	0	-	9.5	7.4	0	-					
HCM Lane LOS	A	A	-	A	A	A	-					
HCM 95th %tile Q(veh)	0	-	-	0.1	0	-	-					

HCM 6th TWSC

8: 2nd Street & Access Drive

09/28/2022

Intersection

Int Delay, s/veh 1.1

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations			↑			↑
Traffic Vol, veh/h	0	0	11	3	0	2
Future Vol, veh/h	0	0	11	3	0	2
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, #	-	1	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	0	12	3	0	2

Major/Minor	Major2	Minor2
Conflicting Flow All	-	0 - 14
Stage 1	-	- -
Stage 2	-	- -
Critical Hdwy	-	- 6.22
Critical Hdwy Stg 1	-	- -
Critical Hdwy Stg 2	-	- -
Follow-up Hdwy	-	- 3.318
Pot Cap-1 Maneuver	-	0 1066
Stage 1	-	0 -
Stage 2	-	0 -
Platoon blocked, %	-	-
Mov Cap-1 Maneuver	-	- 1066
Mov Cap-2 Maneuver	-	- -
Stage 1	-	- -
Stage 2	-	- -

Approach	WB	SB
HCM Control Delay, s	0	8.4
HCM LOS		A

Minor Lane/Major Mvmt	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	1066
HCM Lane V/C Ratio	-	-	0.002
HCM Control Delay (s)	-	-	8.4
HCM Lane LOS	-	-	A
HCM 95th %tile Q(veh)	-	-	0

From: [Mitchell, Drew](#)
To: [O'Connor, Mike](#)
Subject: Fwd: Parking question
Date: Thursday, October 20, 2022 8:43:47 AM

From: Jay Klein <JayKlein@outlook.com>
Sent: Thursday, October 20, 2022 6:48:23 AM
To: Mitchell, Drew <DMitchell@holladayproperties.com>
Subject: Parking question

Hi Drew,

In response to our recent discussions concerning overnight guests of the future residents of Vine Street Station:

Overnight guests may park in available parking spaces within the Parking Lot at Zion Lutheran Church. Of course, parking for Church sponsored events would take precedent, but we are happy to accommodate your resident guest parking in our ongoing effort to be a good neighbor within our community. We are excited by the progress you are making and look forward to this project proceeding to construction.

Sincerely,

Pastor Klein

Rev. Jay Klein, Pastor
Zion Lutheran Church and Early Childhood Education Center
204 South Grant Street
Hinsdale IL 60521
Phone: 630.323.0384
Fax: 630.323.0694
zionhinsdale.org

*Building and Strengthening Relationships with Jesus Christ and
Opening the Door to a Lifetime of Christian Education!*

125 S. VINE STREET
HINSDALE, IL 60521

PROJECT LOCATION

AERIAL MAP

VICINITY MAP

N.T.S. N.T.S.

INDEX OF DRAWINGS	
SHEET NO.	DRAWING TITLE
C1.0	CIVIL ENGINEERING COVER SHEET
C2.0	EXISTING CONDITIONS (BY OTHERS)
C2.1	SITE DEMOLITION PLAN
C3.0	SITE DIMENSIONAL AND PAVING PLAN
C4.0	SITE UTILITY PLAN
C5.0	SITE GRADING AND EROSION CONTROL PLAN
C6.0	SOIL EROSION AND SEDIMENT CONTROL DETAILS
C6.1	SITE CONSTRUCTION DETAILS - 1
C7.0	GENERAL CONDITIONS AND DETAILED SPECIFICATIONS

LEGEND		
EXISTING	PROPOSED	DESCRIPTION
		LIGHT STANDARD/DOUBLE LIGHT STANDARD
		WATER VALVE VAULT
		WATER VALVE BOX
		FIRE HYDRANT
		BUFFALO BOX
		SANITARY MANHOLE
		FLARED END SECTION
		STORM INLET
		STORM CATCH BASIN
		STORM MANHOLE
		CLEANOUT
		STORM SEWER PIPE
		SANITARY SEWER PIPE
		COMBINED SEWER PIPE
		WATER MAIN PIPE
		FORCE MAIN PIPE
		STORM SEWER SERVICE
		SANITARY SEWER SERVICE
		WATER MAIN SERVICE
		SANITARY RIM ELEVATION
		SANITARY INVERT ELEVATION
		WATER GRADE RING ELEVATION
		WATER STATION LOCATION
		STORM RIM ELEVATION
		STORM INVERT ELEVATION
		PROPOSED SANITARY STRUCTURE LABEL
		PROPOSED WATER STRUCTURE LABEL
		PROPOSED STORM STRUCTURE LABEL
		PROPOSED RETAINING WALL
		CURB AND GUTTER
		DEPRESSED CURB AND GUTTER
		REVERSE CURB AND GUTTER
		SIDEWALK
		SWALE FLOW ARROW
		DRAINAGE ARROW
		OVERLAND FLOW
		1 FOOT CONTOURS
		ACCESSIBLE CURB RAMP

ABBREVIATIONS

ADJ	ADJUST	E	ELECTRIC	MH	STORM MANHOLE	RT	RIGHT
AGG.	AGGREGATE GRAVEL	E-E	EDGE TO EDGE	MIN.	MINIMUM	SAN	SANITARY SEWER
B.A.M.	BIT. AGG. MIXTURE	ELEV.	ELEVATION	NWL	NORMAL WATER LEVEL	SF	SQUARE FOOT
B-B	BACK TO BACK	E/P	EDGE OF PAVEMENT	OLD	OPEN LID	SHD.	SHOULDER
B/P	BOTTOM OF PIPE	EX.	EXISTING	P.E.	PRIVATE ENTRANCE	SL	STREET LIGHT
B/WALL	GROUND AT BOTTOM OF WALL	F.E.	FIELD ENTRANCE	PERF.	PERFORATED	SMH	SANITARY MANHOLE
B.B.	BUFFALO BOX	F-F	FACE TO FACE	PC	POINT OF CURVE	ST	STORM SEWER
BIT.	BITUMINOUS CONCRETE	FF	FINISHED FLOOR	P.C.C.	PORTLAND CEMENT CONCRETE	STA.	STATION
BM	BENCHMARK	FES	FLARED END SECTION	PCC	POINT OF COMPOUND CURVE	STD	STANDARD
B.O.	BY OTHERS	FH	FIRE HYDRANT	PGL	PROFILE GRADE LINE	SW	SIDEWALK
C.E.	COMMERCIAL ENTRANCE	F/L	FLOW LINE	PI	POINT OF INTERSECTION	SY	SQUARE YARDS
CB	CATCH BASIN	FM	FORCE MAIN	PL	PROPERTY LINE	TBR	TO BE REMOVED
CL	CENTERLINE	G	GROUND	PP	POWER POLE	T	TELEPHONE
CUD	CLOSED LID	GAS	GAS	PROP.	PROPOSED	T.A	TYPE A
CMP	CORRUGATED METAL PIPE	G/F	GRADE AT FOUNDATION	PT	POINT OF TANGENCY	T/C	TOP OF CURB
CNTRL	CONTROL	GW	GUY WIRE	PVC	POLYVINYL CHLORIDE PIPE	T/F	TOP OF FOUNDATION
C.O.	CLEAN OUT	H.C.	HANDICAP	T.V.C.	POINT OF VERTICAL CURVE	T/P	TOP OF PIPE
CONC.	CONCRETE	HDWL	HEADWALL	PVI	POINT OF VERTICAL INTERSECTION	T/W	TOP OF WALK
CY	CUBIC YARD	HH	HANDHOLE	PVT	POINT OF VERTICAL TANGENCY	T/WALL	TOP OF WALL
D	DITCH	HWL	HIGH WATER LEVEL	P	PAVEMENT	TEMP	TEMPORARY
DIA.	DIAMETER	INL	INLET	R	RADIUS	TRANS	TRANSFORMER
DP	DUCTILE IRON PIPE	INV.	INVERT	R.O.W.	RIGHT-OF-WAY	V.B.	VALVE BOX
DWM	DUCTILE IRON WATER MAIN	IP	IRON PIPE	RCP	REINFORCED CONCRETE PIPE	V.V.	VALVE VAULT
DT	DRAIN TILE	MAX.	MAXIMUM	REM	REMOVAL	WL	WATER LEVEL
D.S.	DOWN SPOUT	MB	MAILBOX	RR	RAILROAD	WM	WATER MAIN

EXISTING SITE DATA	
TOTAL SITE AREA	= 26,639 S.F.
EXISTING PERVIOUS AREA	= 12,562 S.F.
EXISTING IMPERVIOUS AREA	= 14,077 S.F.
EXISTING IMPERVIOUS PERCENT	= 52.84%
ROW NET IMPERVIOUS AREA REMOVED	= 1,524 S.F.

PROPOSED SITE DATA	
TOTAL SITE AREA	= 26,639 S.F.
PROPOSED PERVIOUS AREA	= 11,145 S.F.
PROPOSED IMPERVIOUS AREA	= 15,494 S.F.
PROPOSED IMPERVIOUS PERCENT	= 58.16%
PROPOSED IMPERVIOUS CHANGE FROM EXISTING	= +1,417 S.F.
ROW NET IMPERVIOUS AREA REMOVED	= 1,524 S.F.
OVERALL IMPERVIOUS CHANGE FROM EXISTING	= -107 S.F.



CIVWORKS
Consulting, LLC

ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-005714



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT DESCRIBED
BELOW WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL
SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL
ENGINEER UNDER THE LAWS OF THE STATE OF ILLINOIS.

SIGNATURE: Osvaldo Pastrana

NAME: OSVALDO PASTRANA

DATE: 05-17-2023 LICENSE NUMBER: 062-057584

MY LICENSE RENEWAL DATE IS: NOVEMBER 30, 2023

PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: FULL CIVIL SE



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CIVIL ENGINEERS - PLANNERS - DEVELOPMENT CONSULTANTS

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MEMBER OF THE CIVIL ENGINEERING SOCIETY OF ILLINOIS

CIVIL ENGINEERING COVER SHEET

VINE STREET STATION
125 S. VINE ST., HINSDALE, IL 60521

SHEET TITLE:	PROJECT:
PROJ. MGR.:	OP
DRAWN BY:	OP
FIRST ISSUE DATE:	10-31-2022
SCALE:	N.T.S.
<p>SHEET NO.</p> <p>C1.0</p>	
PROJ. NUMBER:	21014

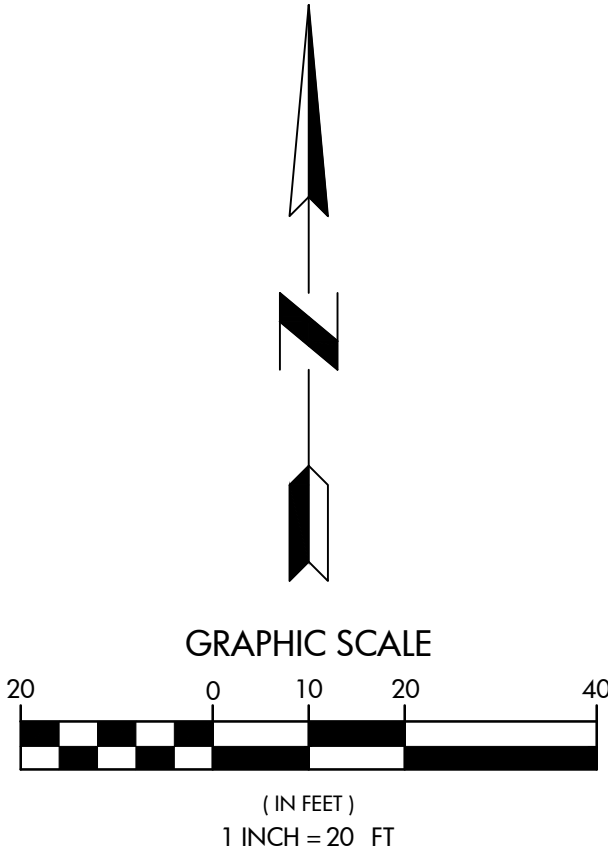
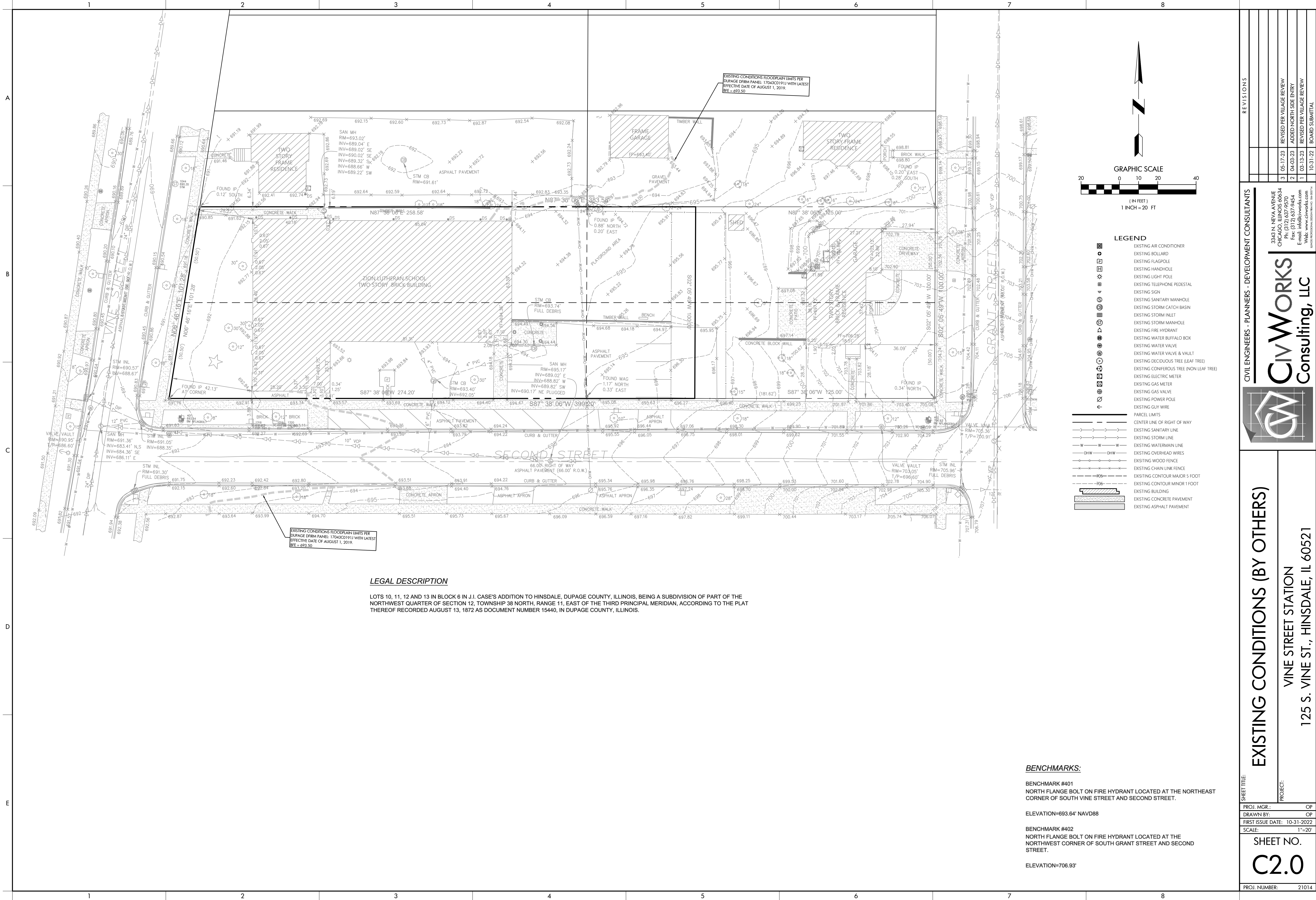
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CONTACT JULIE AT 811
OR 800-892-0123

48 HOURS (2 working days) BEFORE YOU DIG

NOTE:
THE LOCATION, ELEVATION, SIZE, AND TYPES OF ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION, ELEVATION, SIZE AND TYPES OF ALL EXISTING UTILITIES PRIOR TO COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.



- LEGEND**
- EXISTING AIR CONDITIONER
 - EXISTING BOLLARD
 - EXISTING FLAGPOLE
 - EXISTING HANDHOLE
 - EXISTING LIGHT POLE
 - EXISTING TELEPHONE PEDESTAL
 - EXISTING SIGN
 - EXISTING SANITARY MANHOLE
 - EXISTING STORM CATCH BASIN
 - EXISTING STORM INLET
 - EXISTING STORM MANHOLE
 - EXISTING FIRE HYDRANT
 - EXISTING WATER BUFFALO BOX
 - EXISTING WATER VALVE
 - EXISTING WATER VALVE & VAULT
 - EXISTING DECIDUOUS TREE (LEAF TREE)
 - EXISTING CONIFEROUS TREE (NON LEAF TREE)
 - EXISTING ELECTRIC METER
 - EXISTING GAS METER
 - EXISTING GAS VALVE
 - EXISTING POWER POLE
 - EXISTING GUY WIRE
 - PARCEL LIMITS
 - CENTER LINE OF RIGHT OF WAY
 - EXISTING SANITARY LINE
 - EXISTING STORM LINE
 - EXISTING WATERMAIN LINE
 - EXISTING OVERHEAD WIRES
 - EXISTING WOOD FENCE
 - EXISTING CHAIN LINK FENCE
 - EXISTING CONTOUR MAJOR 5 FOOT
 - EXISTING CONTOUR MINOR 1 FOOT
 - EXISTING BUILDING
 - EXISTING CONCRETE PAVEMENT
 - EXISTING ASPHALT PAVEMENT

LEGAL DESCRIPTION

LOTS 10, 11, 12 AND 13 IN BLOCK 6 IN J.I. CASE'S ADDITION TO HINSDALE, DUPAGE COUNTY, ILLINOIS, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 13, 1872 AS DOCUMENT NUMBER 15440, IN DUPAGE COUNTY, ILLINOIS.

BENCHMARKS:

BENCHMARK #401
NORTH FLANGE BOLT ON FIRE HYDRANT LOCATED AT THE NORTHEAST CORNER OF SOUTH VINE STREET AND SECOND STREET.

ELEVATION=693.64' NAVD88

BENCHMARK #402
NORTH FLANGE BOLT ON FIRE HYDRANT LOCATED AT THE NORTHWEST CORNER OF SOUTH GRANT STREET AND SECOND STREET.

ELEVATION=706.93'

CIVIL ENGINEERS - PLANNERS - DEVELOPMENT CONSULTANTS

REVISIONS

3 05-17-23 REVISED PER VILLAGE REVIEW

2 04-03-23 ADDED NORTH SIDE ENTRY

1 03-13-23 REVISED PER VILLAGE REVIEW

10-31-22 BOARD SUBMITTAL

3343 N. NEVA AVENUE
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WWW.CIVWORKS.COM
VILLAGE OF HINSDALE, ILLINOIS

CivWORKS
Consulting, LLC

EXISTING CONDITIONS (BY OTHERS)

VINE STREET STATION

125 S. VINE ST., HINSDALE, IL 60521

SHEET TITLE:

PROJECT:

PROJ. MGR.: OP

DRAWN BY: OP

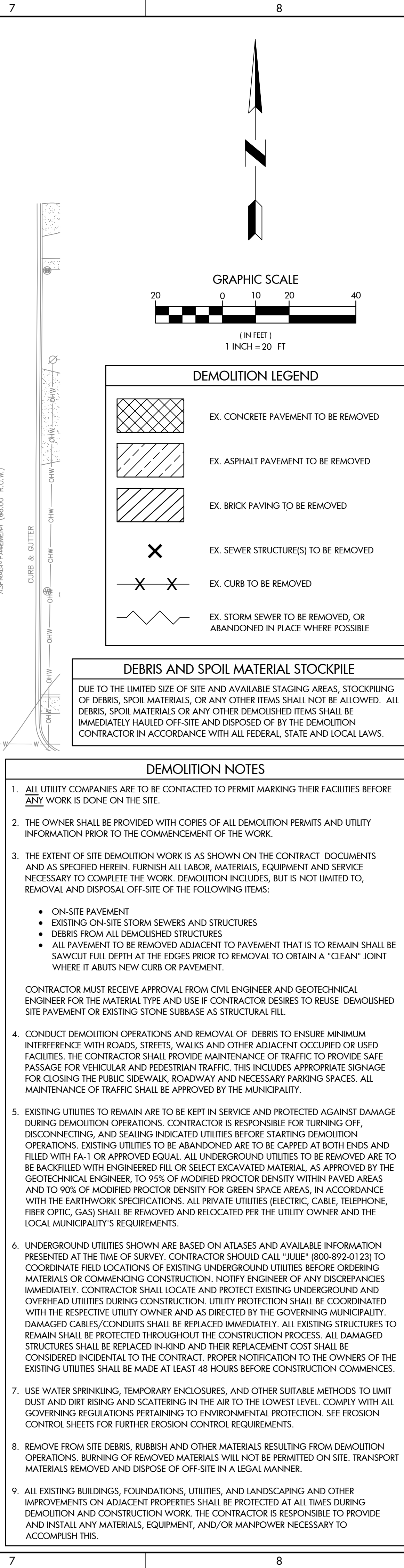
FIRST ISSUE DATE: 10-31-2022

SCALE: 1"=20'

SHEET NO.

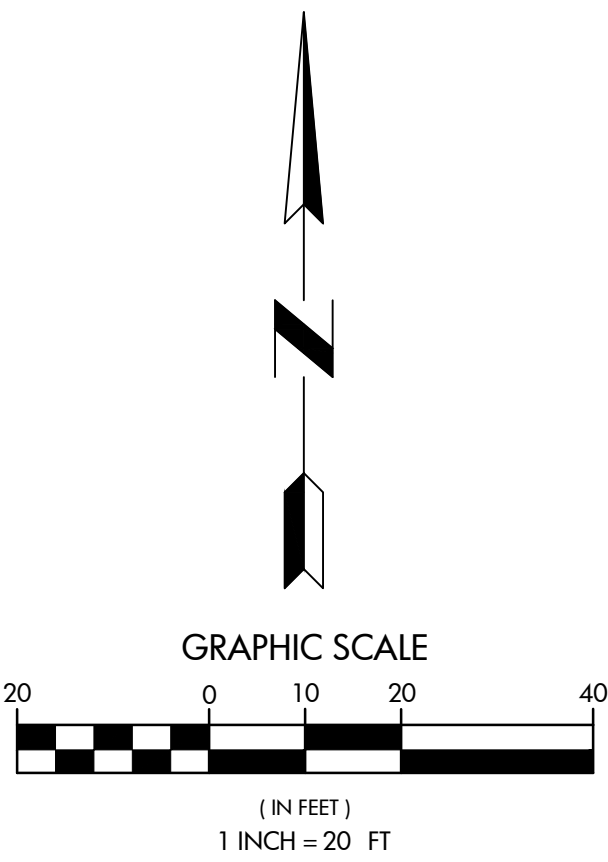
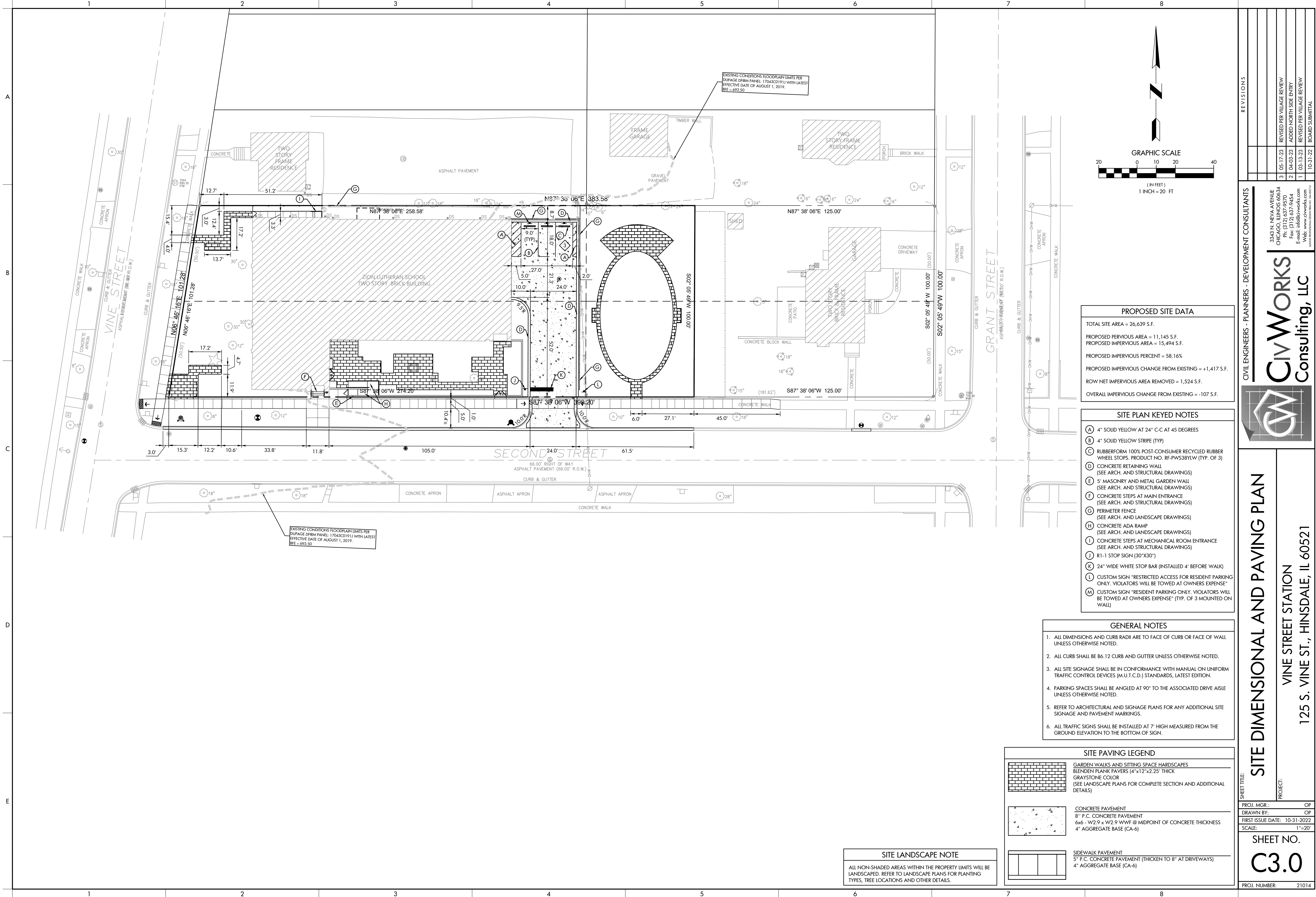
C2.0

PROJ. NUMBER: 21014



<div style="display: flex; justify-content: space-between;"> <div> <p>SHEET TITLE:</p> <p>SITE DEMOLITION PLAN</p> </div> <div> <p>PROJECT:</p> <p>VINE STREET STATION</p> <p>125 S. VINE ST., HINSDALE, IL 60521</p> </div> </div>		<div style="display: flex; justify-content: space-between;"> <div> <p>PROJ. MGR.:</p> <p>DRAWN BY:</p> <p>FIRST ISSUE DATE:</p> <p>SCALE:</p> </div> <div> <p>OP</p> <p>OP</p> <p>10-31-2022</p> <p>1"=20'</p> </div> </div>	
<p>SHEET NO.</p> <p>C2.1</p>		<p>PROJ. NUMBER:</p> <p>21014</p>	

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PROPOSED SITE DATA
TOTAL SITE AREA = 26,639 S.F.
PROPOSED PERVIOUS AREA = 11,145 S.F.
PROPOSED IMPERVIOUS AREA = 15,494 S.F.
PROPOSED IMPERVIOUS PERCENT = 58.16%
PROPOSED IMPERVIOUS CHANGE FROM EXISTING = +1,417 S.F.
ROW NET IMPERVIOUS AREA REMOVED = 1,524 S.F.
OVERALL IMPERVIOUS CHANGE FROM EXISTING = -107 S.F.

SITE PLAN KEYED NOTES
(A) 4" SOLID YELLOW AT 24" C/C AT 45 DEGREES
(B) 4" SOLID YELLOW STRIPE (TYP)
(C) RUBBERFORM 100% POST-CONSUMER RECYCLED RUBBER WHEEL STOPS, PRODUCT NO. RF-PWS38YLV (TYP. OF 3)
(D) CONCRETE RETAINING WALL (SEE ARCH. AND STRUCTURAL DRAWINGS)
(E) 5' MASONRY AND METAL GARDEN WALL (SEE ARCH. AND STRUCTURAL DRAWINGS)
(F) CONCRETE STEPS AT MAIN ENTRANCE (SEE ARCH. AND STRUCTURAL DRAWINGS)
(G) PERIMETER FENCE (SEE ARCH. AND LANDSCAPE DRAWINGS)
(H) CONCRETE ADA RAMP (SEE ARCH. AND LANDSCAPE DRAWINGS)
(I) CONCRETE STEPS AT MECHANICAL ROOM ENTRANCE (SEE ARCH. AND STRUCTURAL DRAWINGS)
(J) R1-1 STOP SIGN (30"x30")
(K) 24" WIDE WHITE STOP BAR (INSTALLED 4' BEFORE WALK)
(L) CUSTOM SIGN "RESTRICTED ACCESS FOR RESIDENT PARKING ONLY. VIOLATORS WILL BE TOWED AT OWNERS EXPENSE"
(M) CUSTOM SIGN "RESIDENT PARKING ONLY. VIOLATORS WILL BE TOWED AT OWNERS EXPENSE" (TYP. OF 3 MOUNTED ON WALL)

GENERAL NOTES
1. ALL DIMENSIONS AND CURB RADII ARE TO FACE OF CURB OR FACE OF WALL UNLESS OTHERWISE NOTED.
2. ALL CURB SHALL BE B6.12 CURB AND GUTTER UNLESS OTHERWISE NOTED.
3. ALL SITE SIGNAGE SHALL BE IN CONFORMANCE WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.) STANDARDS, LATEST EDITION.
4. PARKING SPACES SHALL BE ANGLED AT 90° TO THE ASSOCIATED DRIVE AISLE UNLESS OTHERWISE NOTED.
5. REFER TO ARCHITECTURAL AND SIGNAGE PLANS FOR ANY ADDITIONAL SITE SIGNAGE AND PAVEMENT MARKINGS.
6. ALL TRAFFIC SIGNS SHALL BE INSTALLED AT 7' HIGH MEASURED FROM THE GROUND ELEVATION TO THE BOTTOM OF SIGN.

SITE PAVING LEGEND
 GARDEN WALKS AND SITTING SPACE HARDSCAPES BLENDEEN PLANK PAVERS (4'x12'x2.25' THICK) GRAYSTONE COLOR (SEE LANDSCAPE PLANS FOR COMPLETE SECTION AND ADDITIONAL DETAILS)
 CONCRETE PAVEMENT 8" P.C. CONCRETE PAVEMENT 6x6 - W2.9 x W2.9 WWF @ MIDPOINT OF CONCRETE THICKNESS 4" AGGREGATE BASE (CA-6)
 SIDEWALK PAVEMENT 5" P.C. CONCRETE PAVEMENT (THICKEN TO 8" AT DRIVEWAYS) 4" AGGREGATE BASE (CA-6)

SITE LANDSCAPE NOTE
ALL NON-SHADED AREAS WITHIN THE PROPERTY LIMITS WILL BE LANDSCAPED. REFER TO LANDSCAPE PLANS FOR PLANTING TYPES, TREE LOCATIONS AND OTHER DETAILS.

CIVIL ENGINEERS - PLANNERS - DEVELOPMENT CONSULTANTS

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Fax: (312) 637-9424
Email: info@civworksllc.com
www.civworksllc.com
VILLAGE OF HINSDALE, ILLINOIS

SITE DIMENSIONAL AND PAVING PLAN

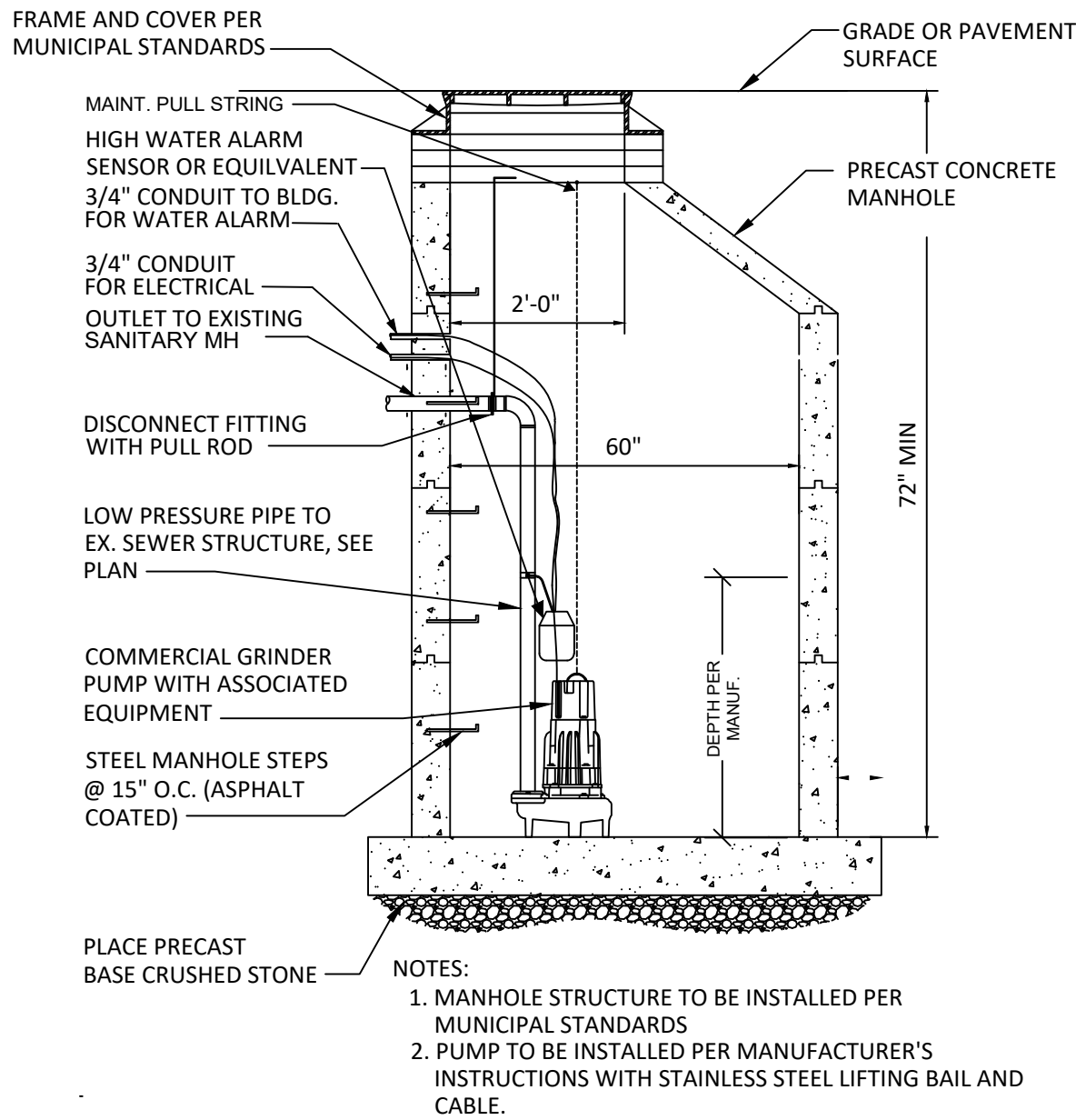
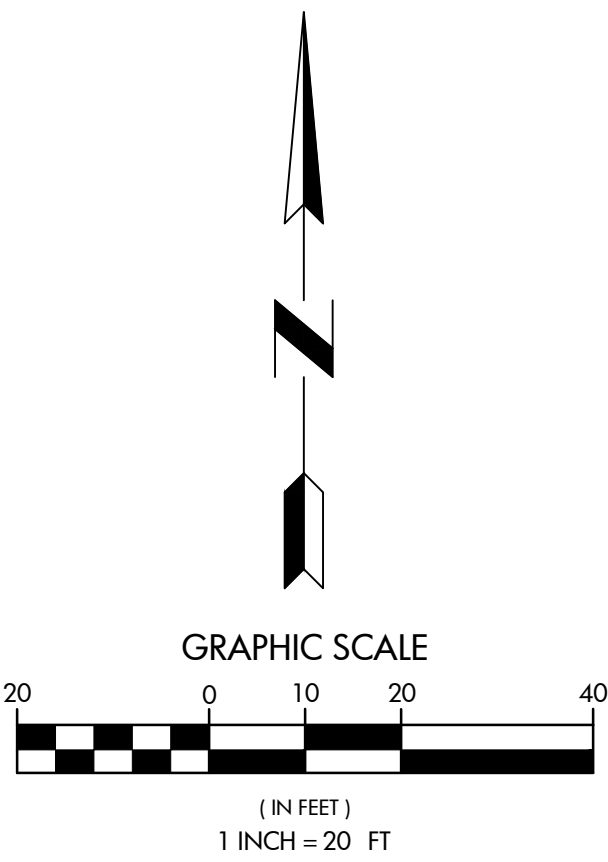
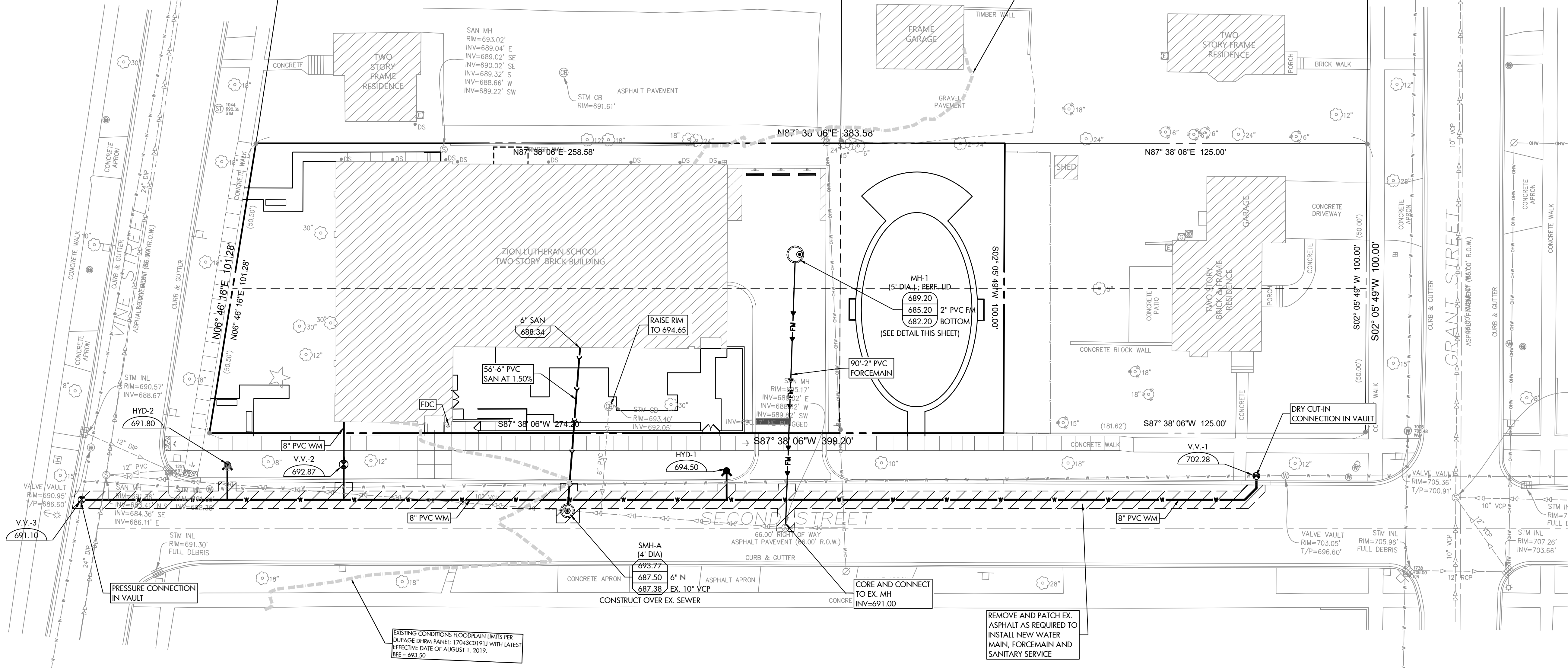
VINE STREET STATION

125 S. VINE ST., HINSDALE, IL 60521

SHEET TITLE:	PROJECT:
PROJ. MGR.:	OP
DRAWN BY:	OP
FIRST ISSUE DATE:	10-31-2022
SCALE:	1"=20'
SHEET NO.	
C3.0	
PROJ. NUMBER:	21014

3343 N. NEVA AVENUE
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Web: www.ciwworks.com
ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-0057

NOTE:
THE LOCATION, ELEVATION, SIZE, AND TYPES OF ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION, ELEVATION, SIZE AND TYPES OF ALL EXISTING UTILITIES PRIOR TO COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

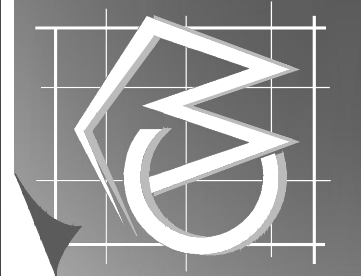


MH-1 SUMP PUMP STRUCTURE DETAIL
NO SCALE

STORMWATER SUMMARY	
TOTAL SITE AREA = 26,639 S.F.	
EXISTING CONDITIONS PERVIOUS AREA = 12,562 S.F.	
EXISTING CONDITIONS IMPERVIOUS AREA = 14,077 S.F.	
PROPOSED CONDITIONS PERVIOUS AREA = 11,145 S.F.	
PROPOSED CONDITIONS IMPERVIOUS AREA = 15,494 S.F.	
NET NEW IMPERVIOUS AREA = 1,417 S.F. INCREASE	
NET IMPERVIOUS AREA IN ROW = 1,524 S.F. DECREASE	
NET IMPERVIOUS AREA IN OVERALL PROJECT = 107 S.F. DECREASE	
THEREFORE BECAUSE OVERALL PROJECT IMPERVIOUS AREA WILL DECREASE BY 107 S.F. NEITHER DETENTION NOR POST CONSTRUCTION BMP'S ARE REQUIRED FOR THE PROPOSED IMPROVEMENTS IN ACCORDANCE WITH THE DUPAGE COUNTY STORMWATER MANAGEMENT ORDINANCE.	

GENERAL UTILITY NOTES	
1. EXISTING UTILITY INFORMATION SHOWN IS BASED ON BEST AVAILABLE RECORDS AT THIS TIME. THE CONTRACTOR SHALL FIELD VERIFY LOCATION, SIZE AND DEPTH BEFORE ORDERING ANY MATERIAL, OR BEGINNING ANY PROPOSED CONSTRUCTION.	
2. DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.	
3. FRAMES AND GRATES ARE AS FOLLOWS UNLESS OTHERWISE NOTED: F&PL IN PAVEMENT: NEENAH R-2504-D (OR APPROVED EQUAL)	
4. SEE LANDSCAPE PLANS FOR PROPOSED TREE LOCATIONS.	
5. UTILITY CROSSINGS BETWEEN WET UTILITIES (WATER, SANITARY, STORM) AND DRY UTILITIES (GAS, ELECTRIC, TELEPHONE, TELECOMMUNICATIONS) SHALL BE COORDINATED BETWEEN THE CONTRACTOR AND THE UTILITY COMPANIES TO ACCOMMODATE THE DESIGN OF THE WET UTILITY.	
6. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FINAL UTILITY PIPE CLEANING PRIOR TO UTILITY BEING PUT INTO SERVICE.	
7. STRUCTURE ADJUSTMENTS SHALL BE ACCOMPLISHED USING ADJUSTING RINGS UP TO A MAXIMUM OF 8". STRUCTURE ADJUSTMENTS OF MORE THAN 12" IN HEIGHT SHALL BE ACCOMPLISHED BY REMOVING THE STRUCTURE TOP AND INSTALLING A NEW BARREL SECTION OF SUFFICIENT HEIGHT TO LIMIT THE REQUIRED ADJUSTING RING HEIGHT TO 8" OR LESS.	

CIVIL ENGINEERS - PLANNERS - DEVELOPMENT CONSULTANTS



SITE UTILITY PLAN
VINE STREET STATION
125 S. VINE ST., HINSDALE, IL 60521

SHEET TITLE:	PROJECT:
PROJ. MGR.:	OP
DRAWN BY:	OP
FIRST ISSUE DATE:	10-31-2022
SCALE:	1"=20'
SHEET NO.	
C4.0	
PROJ. NUMBER:	21014

REVISIONS			
3	05-17-23	REVISED PER VILLAGE REVIEW	
2	04-03-23	ADDED NORTH SIDE ENTRY	
1	03-13-23	REVISED PER VILLAGE REVIEW	
	10-31-22	BOARD SUBMITTAL	

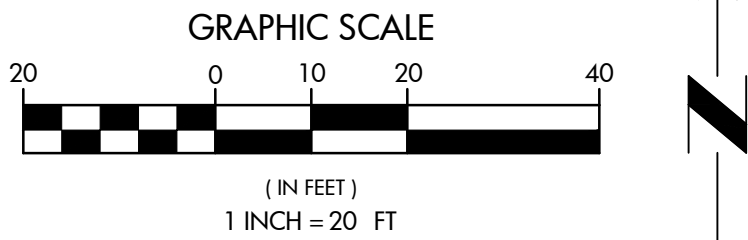
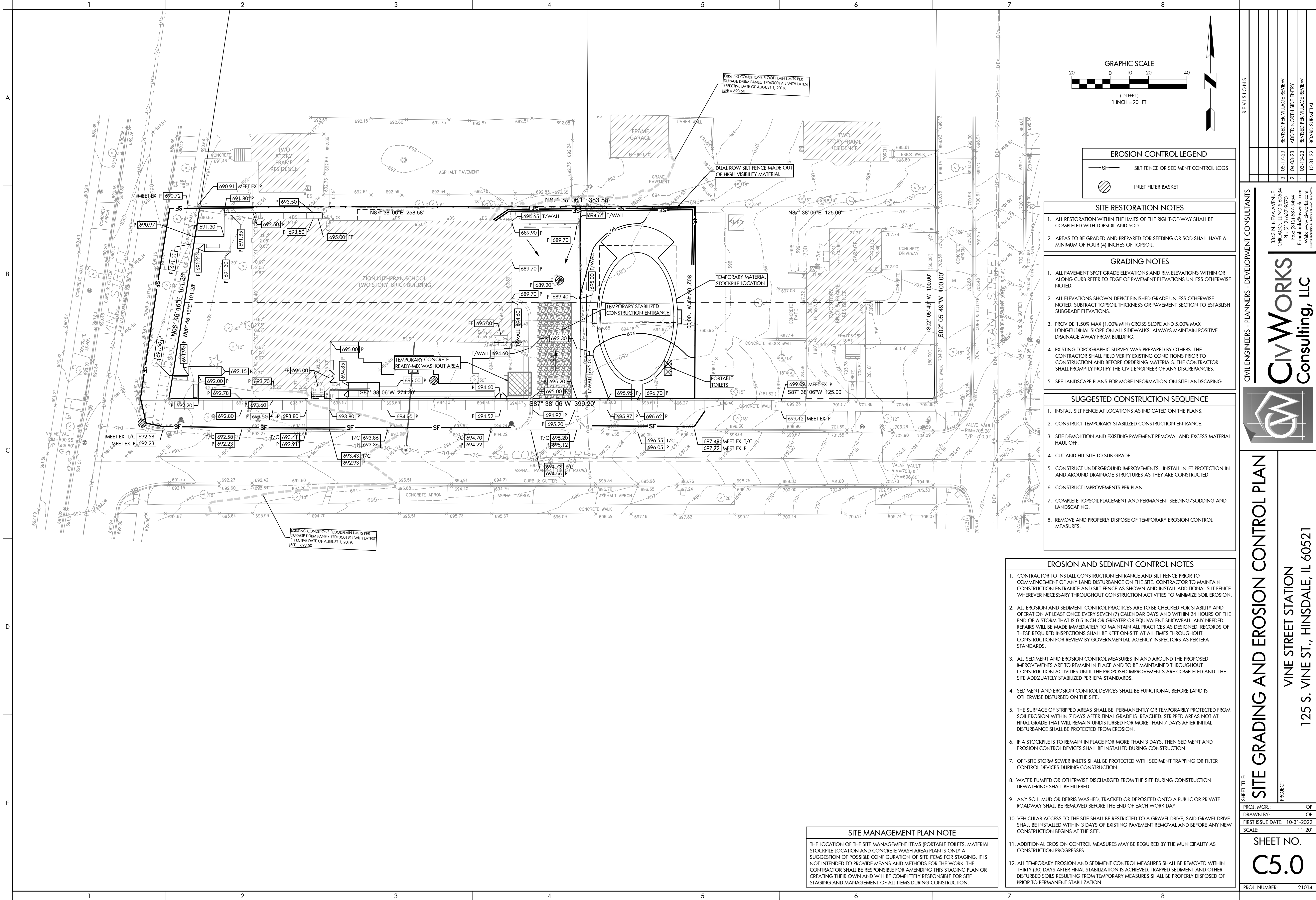
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Fax: (312) 637-9424
Email: info@civworks.com
Website: www.civworks.com
VILLAGE OF HINSDALE, ILLINOIS

REVISIONS



EROSION CONTROL LEGEND

SF

SILT FENCE OR SEDIMENT CONTROL LOGS

INLET FILTER BASKET

SITE RESTORATION NOTES

1. ALL RESTORATION WITHIN THE LIMITS OF THE RIGHT-OF-WAY SHALL BE COMPLETED WITH TOPSOIL AND SOD.

2. AREAS TO BE GRADED AND PREPARED FOR SEEDING OR SOD SHALL HAVE A MINIMUM OF FOUR (4) INCHES OF TOPSOIL.

GRADING NOTES

1. ALL PAVEMENT SPOT GRADE ELEVATIONS AND RIM ELEVATIONS WITHIN OR ALONG CURB REFER TO EDGE OF PAVEMENT ELEVATIONS UNLESS OTHERWISE NOTED.

2. ALL ELEVATIONS SHOWN DEPICT FINISHED GRADE UNLESS OTHERWISE NOTED. SUBTRACT TOPSOIL THICKNESS OR PAVEMENT SECTION TO ESTABLISH SUBGRADE ELEVATIONS.

3. PROVIDE 1.50% MAX (1.00% MIN) CROSS SLOPE AND 5.00% MAX LONGITUDINAL SLOPE ON ALL SIDEWALKS. ALWAYS MAINTAIN POSITIVE DRAINAGE AWAY FROM BUILDING.

4. EXISTING TOPOGRAPHIC SURVEY WAS PREPARED BY OTHERS. THE CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND BEFORE ORDERING MATERIALS. THE CONTRACTOR SHALL PROMPTLY NOTIFY THE CIVIL ENGINEER OF ANY DISCREPANCIES.

5. SEE LANDSCAPE PLANS FOR MORE INFORMATION ON SITE LANDSCAPING.

SUGGESTED CONSTRUCTION SEQUENCE

1. INSTALL SILT FENCE AT LOCATIONS AS INDICATED ON THE PLANS.

2. CONSTRUCT TEMPORARY STABILIZED CONSTRUCTION ENTRANCE.

3. SITE DEMOLITION AND EXISTING PAVEMENT REMOVAL AND EXCESS MATERIAL HAUL OFF.

4. CUT AND FILL SITE TO SUB-GRADE.

5. CONSTRUCT UNDERGROUND IMPROVEMENTS. INSTALL INLET PROTECTION IN AND AROUND DRAINAGE STRUCTURES AS THEY ARE CONSTRUCTED

6. CONSTRUCT IMPROVEMENTS PER PLAN.

7. COMPLETE TOPSOIL PLACEMENT AND PERMANENT SEEDING/SODDING AND LANDSCAPING.

8. REMOVE AND PROPERLY DISPOSE OF TEMPORARY EROSION CONTROL MEASURES.

EROSION AND SEDIMENT CONTROL NOTES

1. CONTRACTOR TO INSTALL CONSTRUCTION ENTRANCE AND SILT FENCE PRIOR TO COMMENCEMENT OF ANY LAND DISTURBANCE ON THE SITE. CONTRACTOR TO MAINTAIN CONSTRUCTION ENTRANCE AND SILT FENCE AS SHOWN AND INSTALL ADDITIONAL SILT FENCE WHEREVER NECESSARY THROUGHOUT CONSTRUCTION ACTIVITIES TO MINIMIZE SOIL EROSION.

2. ALL EROSION AND SEDIMENT CONTROL PRACTICES ARE TO BE CHECKED FOR STABILITY AND OPERATION AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.5 INCH OR GREATER OR EQUIVALENT SNOWFALL. ANY NEEDED REPAIRS WILL BE MADE IMMEDIATELY TO MAINTAIN ALL PRACTICES AS DESIGNED. RECORDS OF THESE REQUIRED INSPECTIONS SHALL BE KEPT ON-SITE AT ALL TIMES THROUGHOUT CONSTRUCTION FOR REVIEW BY GOVERNMENTAL AGENCY INSPECTORS AS PER IEPA STANDARDS.

3. ALL SEDIMENT AND EROSION CONTROL MEASURES IN AND AROUND THE PROPOSED IMPROVEMENTS ARE TO REMAIN IN PLACE AND TO BE MAINTAINED THROUGHOUT CONSTRUCTION ACTIVITIES UNTIL THE PROPOSED IMPROVEMENTS ARE COMPLETED AND THE SITE ADEQUATELY STABILIZED PER IEPA STANDARDS.

4. SEDIMENT AND EROSION CONTROL DEVICES SHALL BE FUNCTIONAL BEFORE LAND IS OTHERWISE DISTURBED ON THE SITE.

5. THE SURFACE OF STRIPPED AREAS SHALL BE PERMANENTLY OR TEMPORARILY PROTECTED FROM SOIL EROSION WITHIN 7 DAYS AFTER FINAL GRADE IS REACHED. STRIPPED AREAS NOT AT FINAL GRADE THAT WILL REMAIN UNDISTURBED FOR MORE THAN 7 DAYS AFTER INITIAL DISTURBANCE SHALL BE PROTECTED FROM EROSION.

6. IF A STOCKPILE IS TO REMAIN IN PLACE FOR MORE THAN 3 DAYS, THEN SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSTALLED DURING CONSTRUCTION.

7. OFF-SITE STORM SEWER INLETS SHALL BE PROTECTED WITH SEDIMENT TRAPPING OR FILTER CONTROL DEVICES DURING CONSTRUCTION.

8. WATER PUMPED OR OTHERWISE DISCHARGED FROM THE SITE DURING CONSTRUCTION DEWATERING SHALL BE FILTERED.

9. ANY SOIL, MUD OR DEBRIS WASHED, TRACKED OR DEPOSITED ONTO A PUBLIC OR PRIVATE ROADWAY SHALL BE REMOVED BEFORE THE END OF EACH WORK DAY.

10. VEHICULAR ACCESS TO THE SITE SHALL BE RESTRICTED TO A GRAVEL DRIVE, SAID GRAVEL DRIVE SHALL BE INSTALLED WITHIN 3 DAYS OF EXISTING PAVEMENT REMOVAL AND BEFORE ANY NEW CONSTRUCTION BEGINS AT THE SITE.

11. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED BY THE MUNICIPALITY AS CONSTRUCTION PROGRESSES.

12. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN THIRTY (30) DAYS AFTER FINAL STABILIZATION IS ACHIEVED. TRAPPED SEDIMENT AND OTHER DISTURBED SOILS RESULTING FROM TEMPORARY MEASURES SHALL BE PROPERLY DISPOSED OF PRIOR TO PERMANENT STABILIZATION.

SITE MANAGEMENT PLAN NOTE

THE LOCATION OF THE SITE MANAGEMENT ITEMS (PORTABLE TOILETS, MATERIAL STOCKPILE LOCATION AND CONCRETE WASH AREA) PLAN IS ONLY A SUGGESTION OF POSSIBLE CONFIGURATION OF SITE ITEMS FOR STAGING, IT IS NOT INTENDED TO PROVIDE MEANS AND METHODS FOR THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AMENDING THIS STAGING PLAN OR CREATING THEIR OWN AND WILL BE COMPLETELY RESPONSIBLE FOR SITE STAGING AND MANAGEMENT OF ALL ITEMS DURING CONSTRUCTION.

REVISIONS

3	05-17-23	REVISED PER VILLAGE REVIEW
2	04-03-23	ADDED NORTH SIDE ENTRY
1	03-13-23	REVISED PER VILLAGE REVIEW
	10-31-22	BOARD SUBMITTAL

CIVIL ENGINEERS - PLANNERS - DEVELOPMENT CONSULTANTS

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SHEET TITLE:

SITE GRADING AND EROSION CONTROL PLAN

SHEET NO.

C5.0

PROJECT:

VINE STREET STATION
125 S. VINE ST., HINSDALE, IL 60521

PROJ. MGR.:

OP

DRAWN BY:

OP

FIRST ISSUE DATE:

10-31-2022

SCALE:

1"=20'

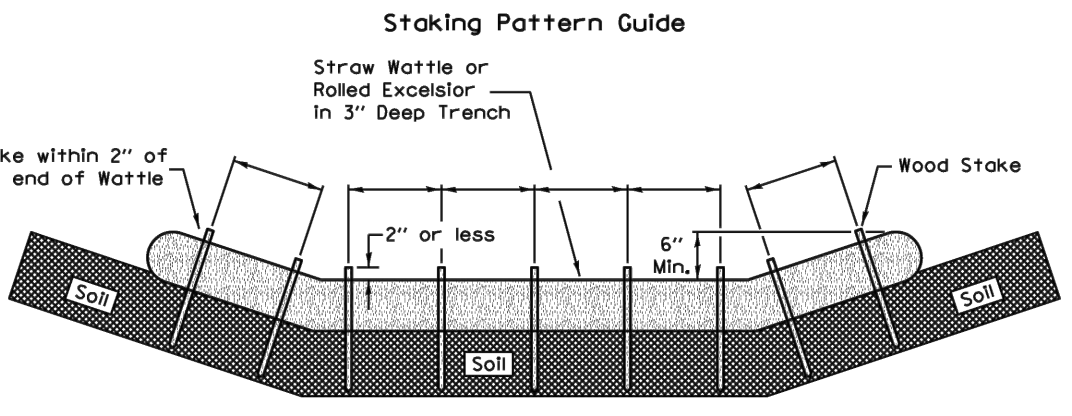
PROJ. NUMBER:

21014

A
B
C
D
E


ROLLED EROSION CONTROL PRODUCTS

Staking Pattern Guide




Notes:
1. Overlap minimum is the diameter of the roll.
2. 4" spacing for wattles.
3. 2" spacing for rolled excelsior.
4. Or space according to manufacturer's specifications.

Stake Detail



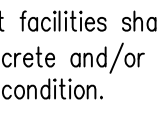
Notes:
1. Drawings are not to scale.
2. Ends of wattles or rolled excelsior shall be turned at least 6" upslope.
3. Recommended stakes are 1 1/8" wide x 1 1/8" thick x 30" long.
4. Stakes shall not extend above the straw wattle more than 2".
5. Spacing: The toe of the upstream ditch check shall create a horizontal line with the top of the downstream ditch check.
6. When compost filter sock ditch check is used, place a compost berm upstream of the filter sock (see IUM 805). A trench is not required.

Compost Filter Sock Detail




When compost filter sock ditch check is used, place a compost berm upstream of the filter sock (see IUM 805). A trench is not required.


REFERENCE
Project _____ Date _____
Designed _____ Date _____
Checked _____ Date _____
Approved _____ Date _____




STANDARD DWG. NO.
IUM-514
SHEET 1 OF 1
DATE 8-19-11

INLET PROTECTION - PAVED AREAS
DROP-IN PROTECTION



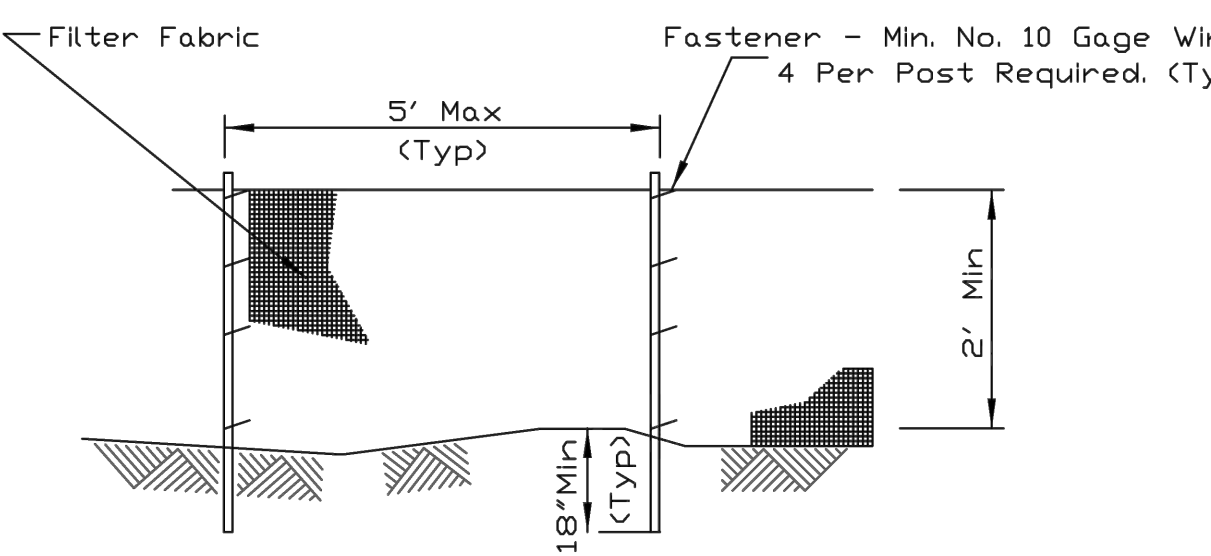


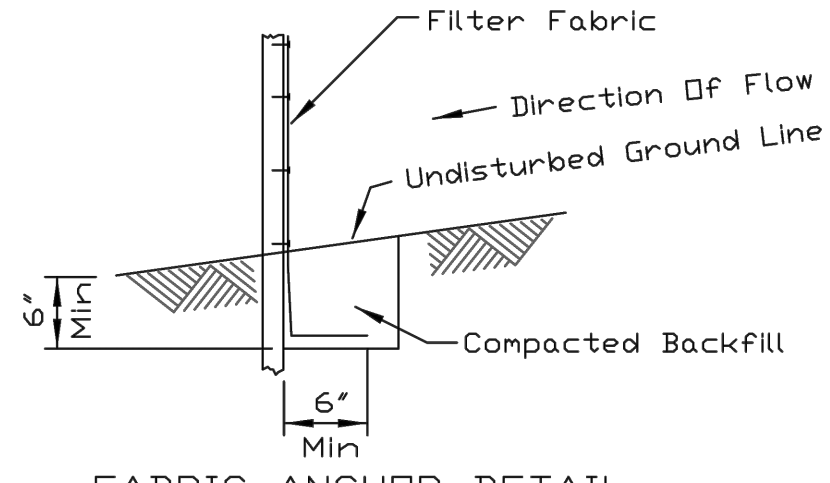
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STANDARD DWG. NO.
IUM-561D
SHEET 1 OF 1
DATE 01-11-11


SILT FENCE PLAN





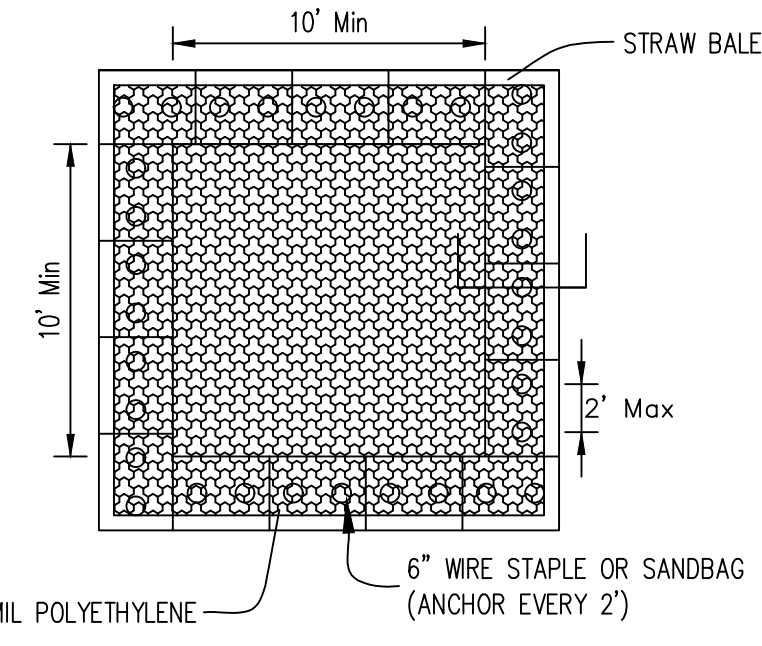
NOTES:
1. Temporary sediment fence shall be installed prior to any grading work in the area to be protected. They shall be maintained throughout the construction period and removed in conjunction with the final grading and site stabilization.
2. Filter fabric shall meet the requirements of material specification 592 Geotextile Table 1 or 2, Class I with equivalent opening size of at least 30 for nonwoven and 40 for woven.
3. Fence posts shall be either standard steel post or wood post with a minimum cross-sectional area of 3.0 sq. in.

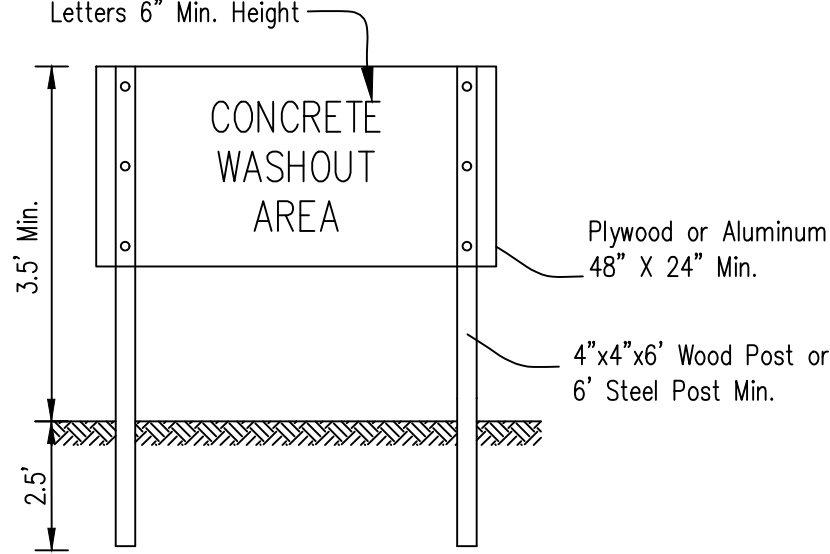
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STANDARD DWG. NO.
IUM-620A
SHEET 1 OF 2
DATE 3-16-12


STRAW BALE ANCHOR SECTIONS





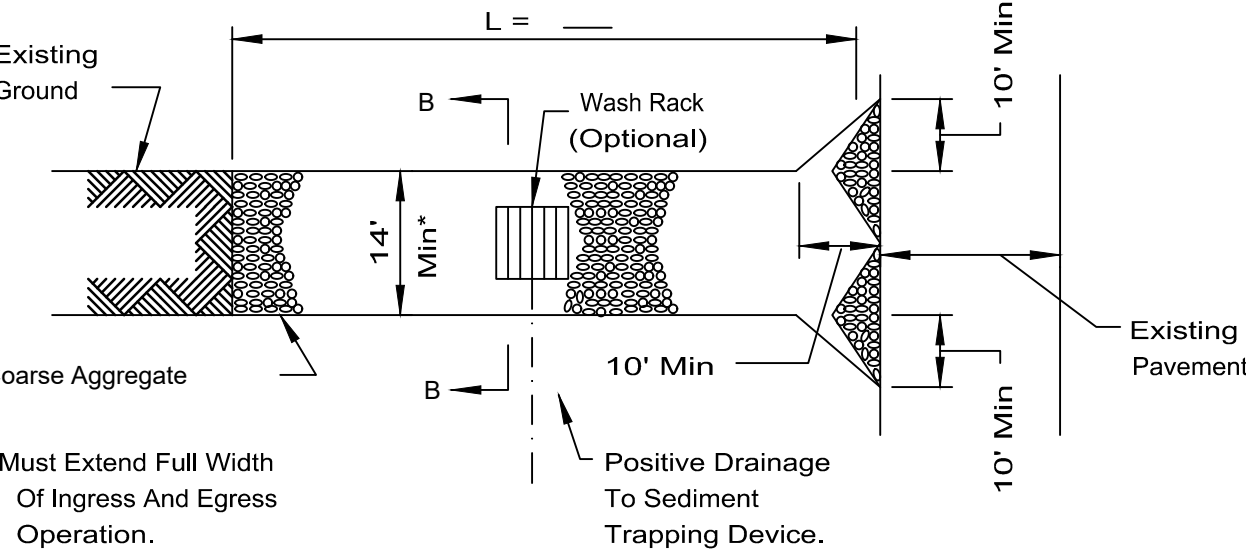
NOTES:
1. Maintaining temporary concrete washout facilities shall include removing and disposing of hardened concrete and/or slurry and returning the facilities to a functional condition.
2. Facility shall be cleaned or reconstructed in a new area once washout becomes two-thirds full.
3. Each straw bale is to be staked in place using (2) 2"x2"x4' wooden stakes.

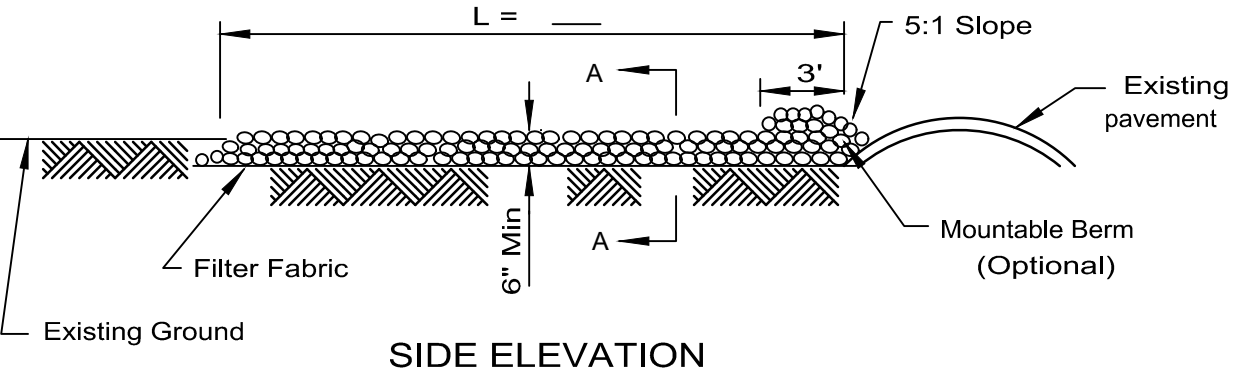
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STANDARD DWG. NO.
IUM-620A
SHEET 1 OF 2
DATE 3-16-12


STABILIZED CONSTRUCTION ENTRANCE PLAN





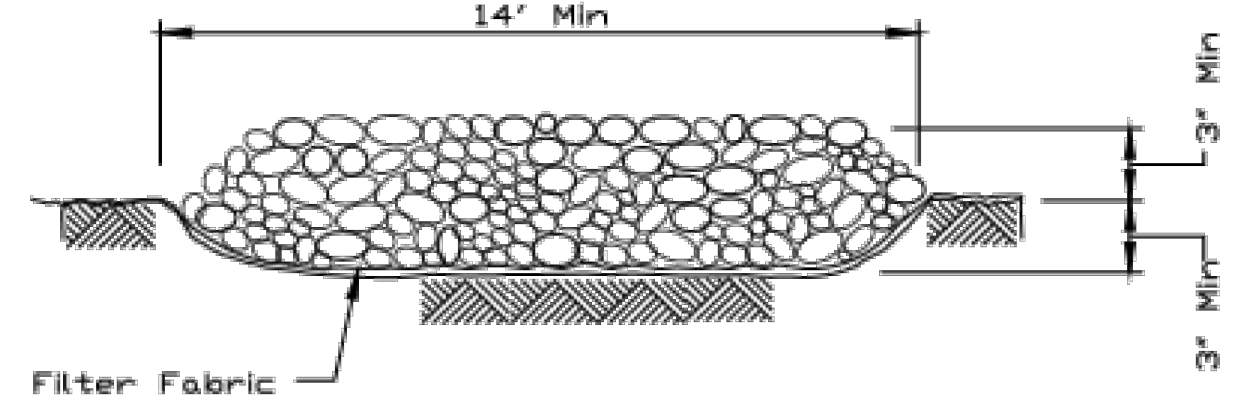
NOTES:
1. Filter fabric shall meet the requirements of material specification 592 GEOTEXTILE, Table 1 or 2, Class 1, or shall be placed over the cleared area prior to the placing of rock.
2. Rock or reclaimed concrete shall meet one of the following IDOT coarse aggregate gradation, CA-1, CA-2, CA-3 or CA-4 and be placed according to construction specification 25 ROCKFILL using placement Method 1 and Class 1 compaction.
3. Any drainage facilities required because of washing shall be constructed according to manufacturers specifications.
4. If wash racks are used they shall be installed according to the manufacturer's specifications.

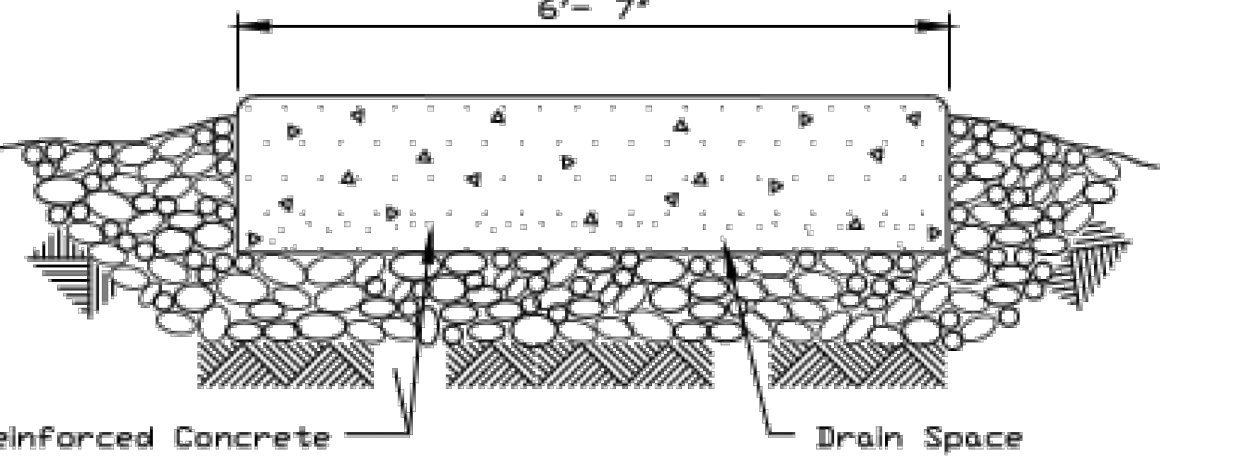
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STANDARD DWG. NO.
IL-630
SHEET 1 OF 2
DATE 8-18-04

STABILIZED CONSTRUCTION ENTRANCE PLAN





REFERENCE
Project _____ Date _____
Designed _____ Date _____
Checked _____ Date _____
Approved _____ Date _____



STANDARD DWG. NO.
IL-630
SHEET 2 OF 2
DATE 8-18-04

15.58.C	SOIL DISTURBANCE SHALL BE CONDUCTED IN A MANNER THAT MINIMIZES EROSION. AREAS OF THE DEVELOPMENT SITE THAT WILL NOT BE GRADED SHALL BE PROTECTED FROM CONSTRUCTION TRAFFIC OR OTHER DISTURBANCE UNTIL STABILIZATION OF THE DISTURBED AREAS HAS BEEN COMPLETED.
15.59.I	PUMPING SEDIMENT LADEN WATER INTO ANY STORMWATER FACILITY THAT IS NOT DESIGNATED TO BE A SEDIMENT TRAP, DRAINAGEWAY, OR OFFSITE AREA EITHER DIRECTLY OR INDIRECTLY WITHOUT FILTRATION IS PROHIBITED.
15.59.J	WATER REMOVED FROM TRAPS, BASINS AND OTHER WATER HOLDING DEPRESSIONS OR EXCAVATIONS MUST FIRST PASS THROUGH A SEDIMENT CONTROL OR FILTRATION DEVICE. WHEN DEWATERING DEVICES ARE USED, DISCHARGE LOCATIONS SHALL BE PROTECTED FROM EROSION. DISCHARGES SHALL BE ROUTED THROUGH AN EFFECTIVE SEDIMENT CONTROL MEASURE (E.G., SEDIMENT TRAP, SEDIMENT BASIN OR OTHER APPROPRIATE MEASURE).
15.59.S	STOCKPILES TO REMAIN IN PLACE MORE THAN THREE DAYS SHALL BE PROVIDED WITH SOIL EROSION AND SEDIMENT CONTROL MEASURES.
15.59.T	THE APPLICANT SHALL PROVIDE ADEQUATE RECEPTEARIES FOR THE DEPOSITION OF ALL CONSTRUCTION DEBRIS GENERATED DURING THE DEVELOPMENT PROCESS. THE APPLICANT SHALL NOT CAUSE, OR PERMIT, THE DUMPING, DEPOSITING, DROPPING, THROWING, BLOWING, DISCARDING OR LEAVING OF CONSTRUCTION MATERIAL DEBRIS UPON OR INTO ANY DEVELOPMENT SITE, CHANNEL, POND, LAKE, WETLAND, BUFFER OR WATERS OF DUPAGE COUNTY. THE APPLICANT SHALL MAINTAIN THE DEVELOPMENT SITE FREE OF UNCONTROLLED CONSTRUCTION DEBRIS. CONSTRUCTION SITE OPERATORS SHALL IMPLEMENT APPROPRIATE SOIL EROSION AND SEDIMENT CONTROL, AND CONTROL WASTE SUCH AS, DISCARDED BUILDING MATERIALS, CONCRETE TRUCK WASHOUT, CHEMICALS, LITTER, AND SANITARY WASTE THAT MAY CAUSE ADVERSE IMPACTS TO WATER QUALITY.
15.59.U	ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL STABILIZATION IS ACHIEVED. TRAPPED SEDIMENT AND OTHER DISTURBED SOILS RESULTING FROM TEMPORARY MEASURES SHALL BE PROPERLY DISPOSED OF PRIOR TO PERMANENT STABILIZATION.
15.60	INSPECTION, INSPECTIONS, REMEDIAL WORK, AND RECORD KEEPING FOR ALL SOIL EROSION AND SEDIMENT CONTROL RELATED WORK SHALL BE PERFORMED AND DOCUMENTED BY THE APPLICANT IN ACCORDANCE WITH THE REQUIREMENTS OF ILLINOIS ENVIRONMENTAL PROTECTION AGENCY GENERAL NPDES PERMIT NO. ILR 10 FOR SITES THAT FALL WITHIN THAT JURISDICTION.

DUPAGE COUNTY COUNTYWIDE STORMWATER AND FLOODPLAIN ORDINANCE SUPPLEMENTAL NOTES

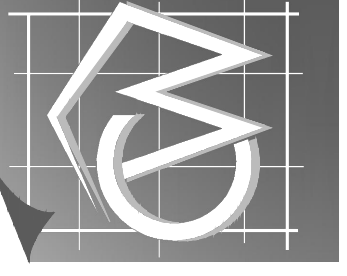
- THE EXCAVATING AND UNDERGROUND CONTRACTOR SHALL BE RESPONSIBLE FOR THE INITIAL CONSTRUCTION OF THE EROSION CONTROL MEASURES SHOWN IN THE PLAN, AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID FACILITIES UNTIL THE COMPLETION OF HIS FINAL GRADING OPERATIONS AFTER CONSTRUCTION OF THOSE IMPROVEMENTS IN HIS CONTRACT. THE CONTRACTOR'S EROSION CONTROL MAINTENANCE RESPONSIBILITIES SHALL BE EXCLUSIVE OF THE CONSTRUCTION WARRANTY AND/OR GUARANTEE PERIOD.
- ALL EROSION AND SEDIMENT CONTROL PRACTICES ARE TO BE CHECKED FOR STABILITY AND OPERATION AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.5 INCH OR GREATER OR EQUIVALENT SNOWFALL. ANY NEEDED REPAIRS WILL BE MADE IMMEDIATELY TO MAINTAIN ALL PRACTICES AS DESIGNED.
- SEDIMENT SHALL BE REMOVED FROM THE SEDIMENT TRAPS WHEN THE STORAGE CAPACITY HAS BEEN APPROXIMATELY 50% FILLED.
- SEDIMENT SHALL BE REMOVED FROM BEHIND THE SILT FENCE WHEN IT BECOMES APPROXIMATELY 0.5' DEEP AT THE FENCE. THE SILT FENCE SHALL BE REPAIRED AS NECESSARY TO MAINTAIN A BARRIER.
- ALL SEEDED AREAS WILL BE FERTILIZED, RE-SEEDED AS NECESSARY, AND MULCHED AS REQUIRED TO MAINTAIN A VIGOROUS, DENSE VEGETATIVE COVER.
- AFTER CONSTRUCTION AND UPON FINAL SITE STABILIZATION, THE CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION CONTROL DEVICES AND TURN OVER MAINTENANCE OF THE PERMANENT EROSION CONTROL MEASURES TO THE OWNER.
- AFTER CONSTRUCTION, THE OWNER SHALL MAINTAIN ALL PERMANENT CONTROL DEVICES IN ORDER TO PREVENT EROSION.

RECOMMENDED EROSION CONTROL MAINTENANCE SCHEDULE

REVISIONS

3	05-17-23	REVISED PER VILLAGE REVIEW
2	04-03-23	ADDED NORTH SIDE ENTRY
1	03-13-23	REVISED PER VILLAGE REVIEW
1	10-31-22	BOARD SUBMITTAL

CIVIL ENGINEERS - PLANNERS - DEVELOPMENT CONSULTANTS



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VILLAGE OF HINSDALE, ILLINOIS

CivWorks
Consulting, LLC

SOIL EROSION AND SEDIMENT CONTROL DETAILS

VINE STREET STATION
125 S. VINE ST., HINSDALE, IL 60521

PROJECT: _____

SHEET TITLE: _____

PROJ. MGR.: _____ OP

DRAWN BY: _____ OP

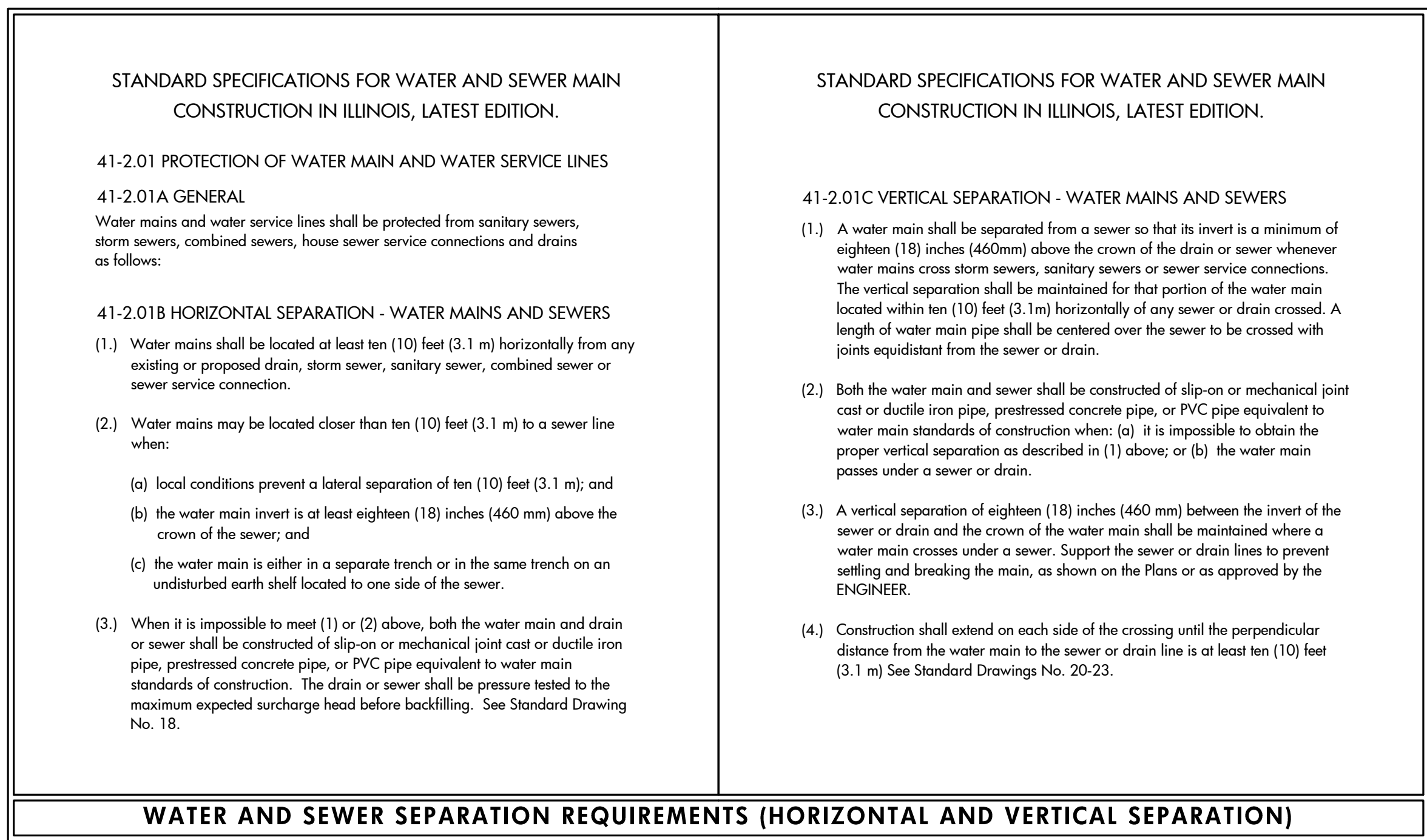
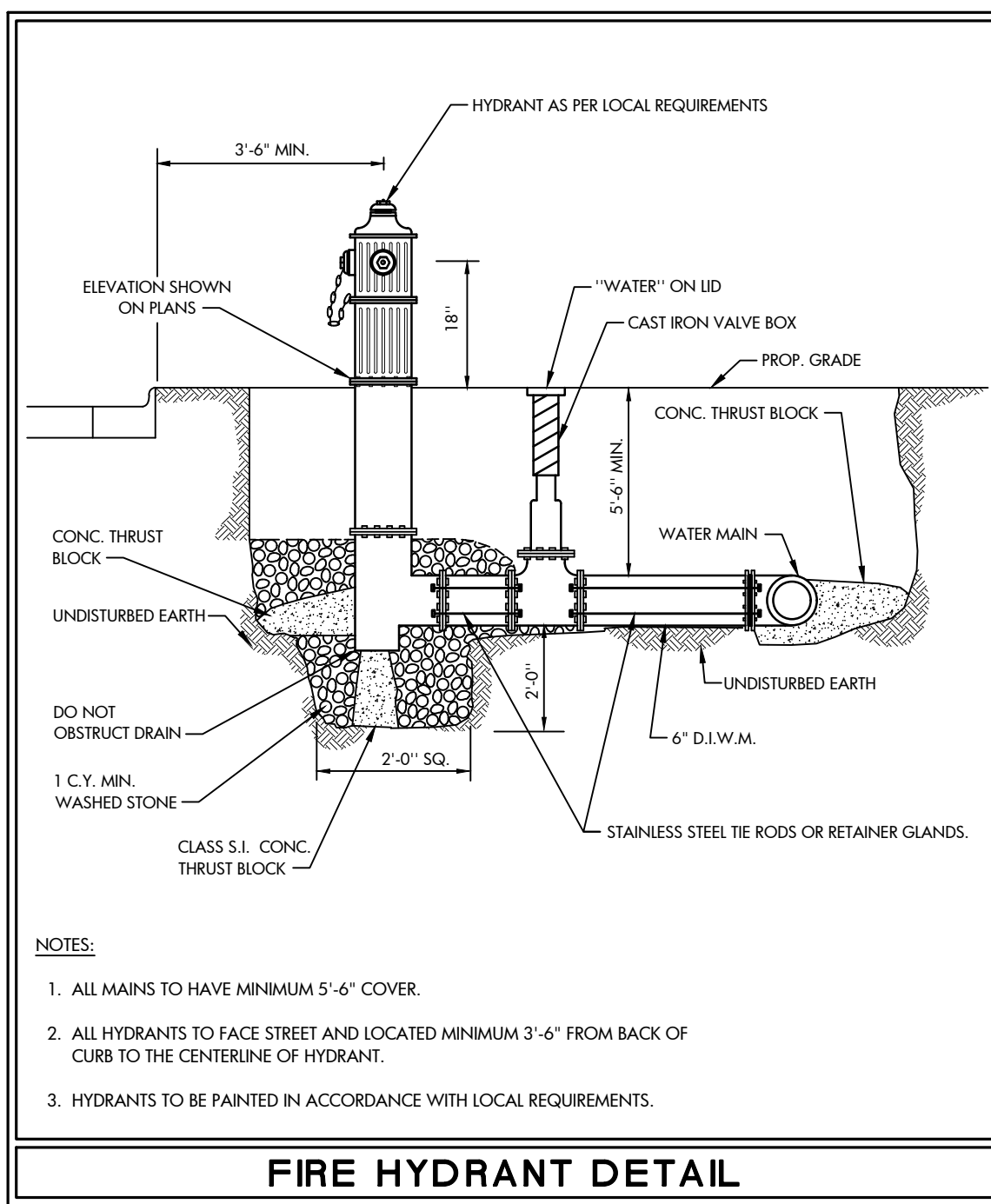
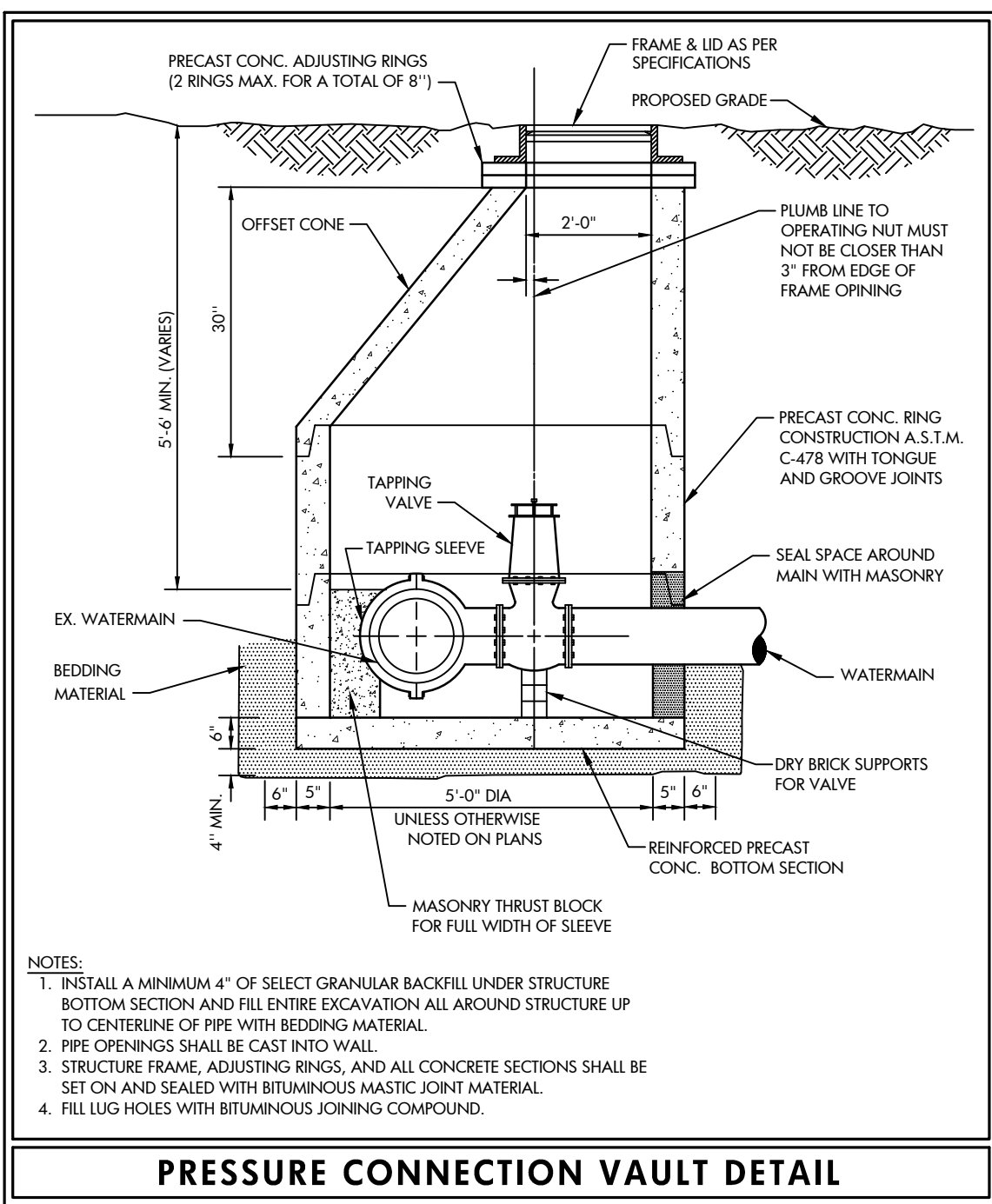
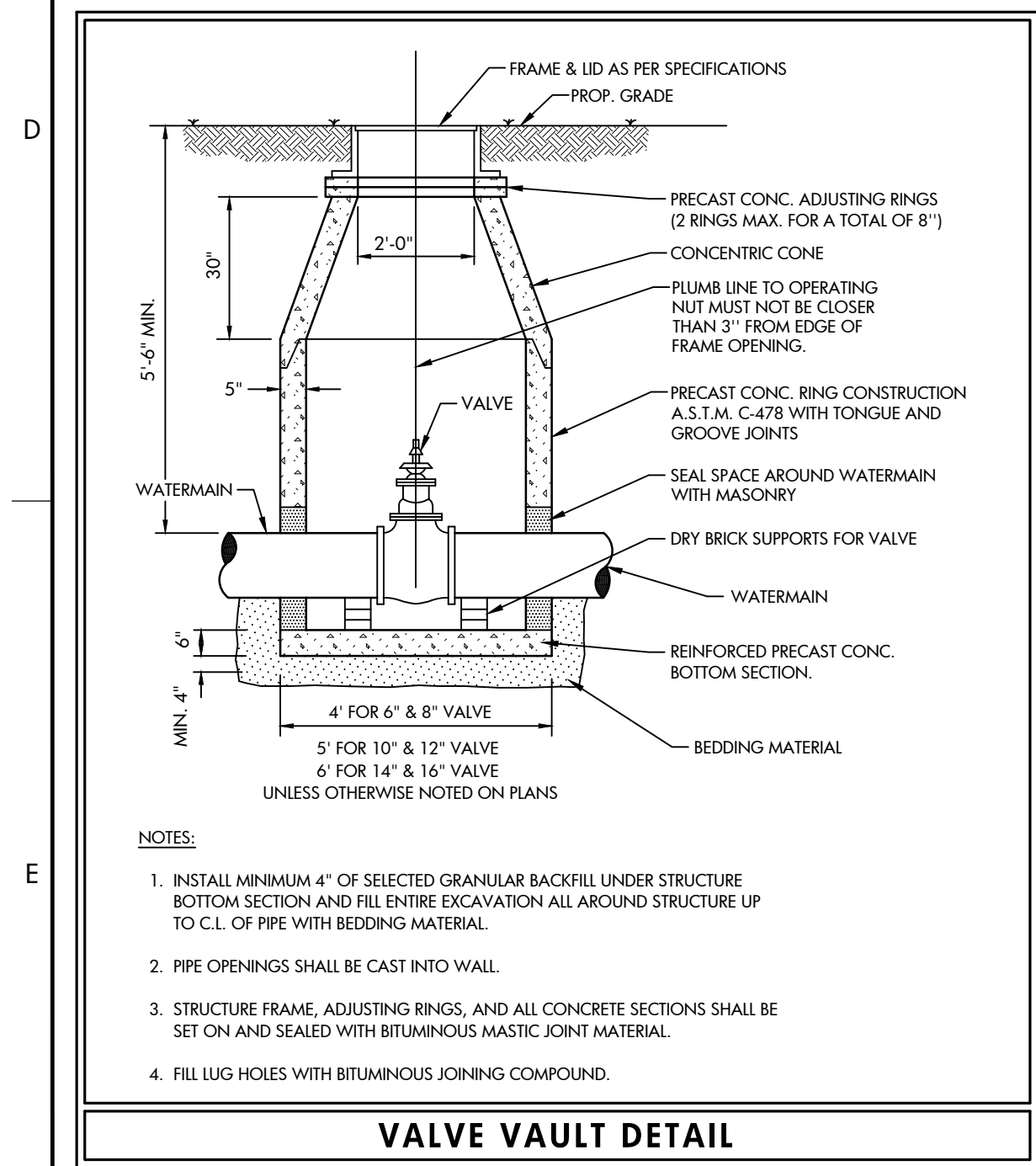
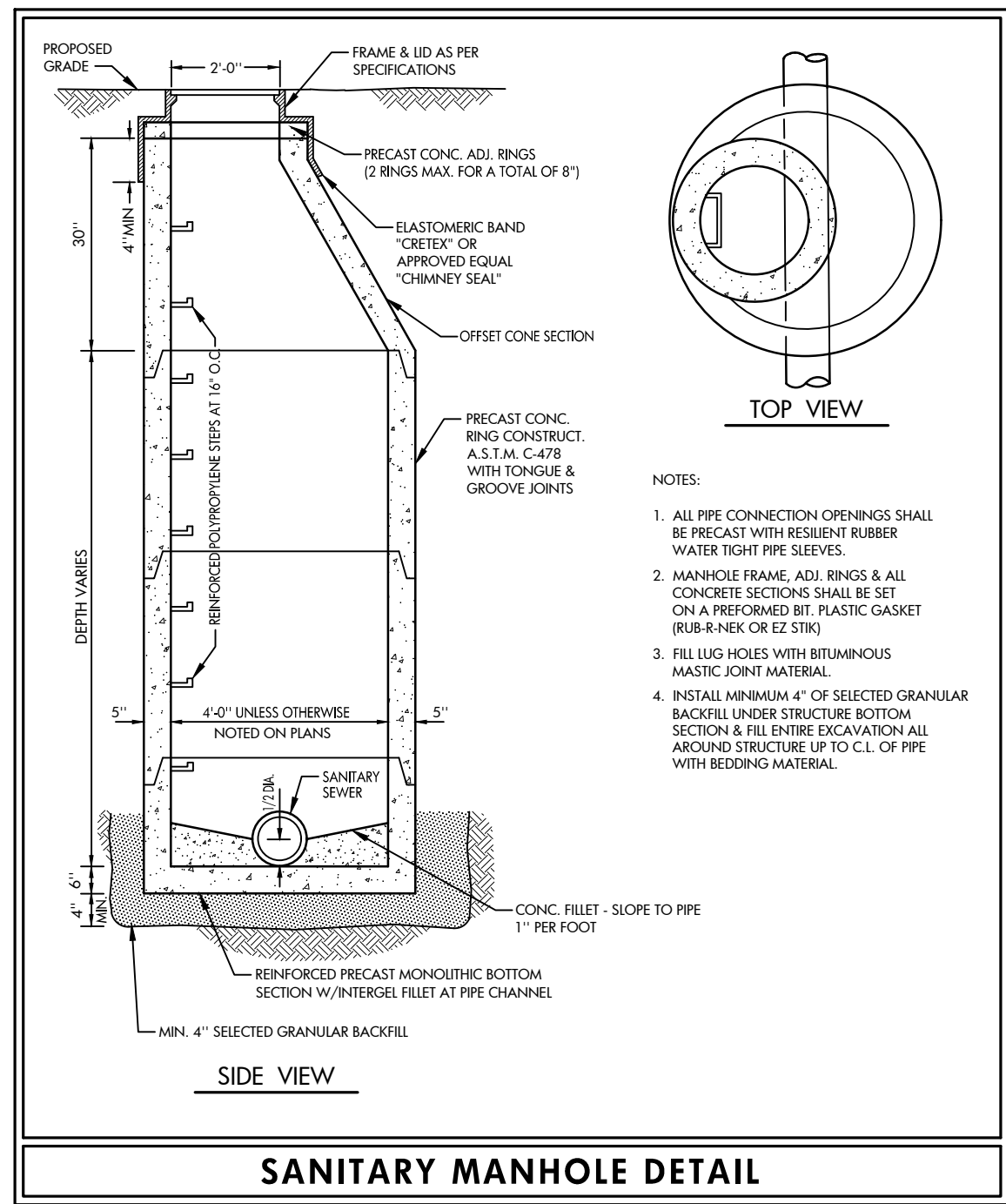
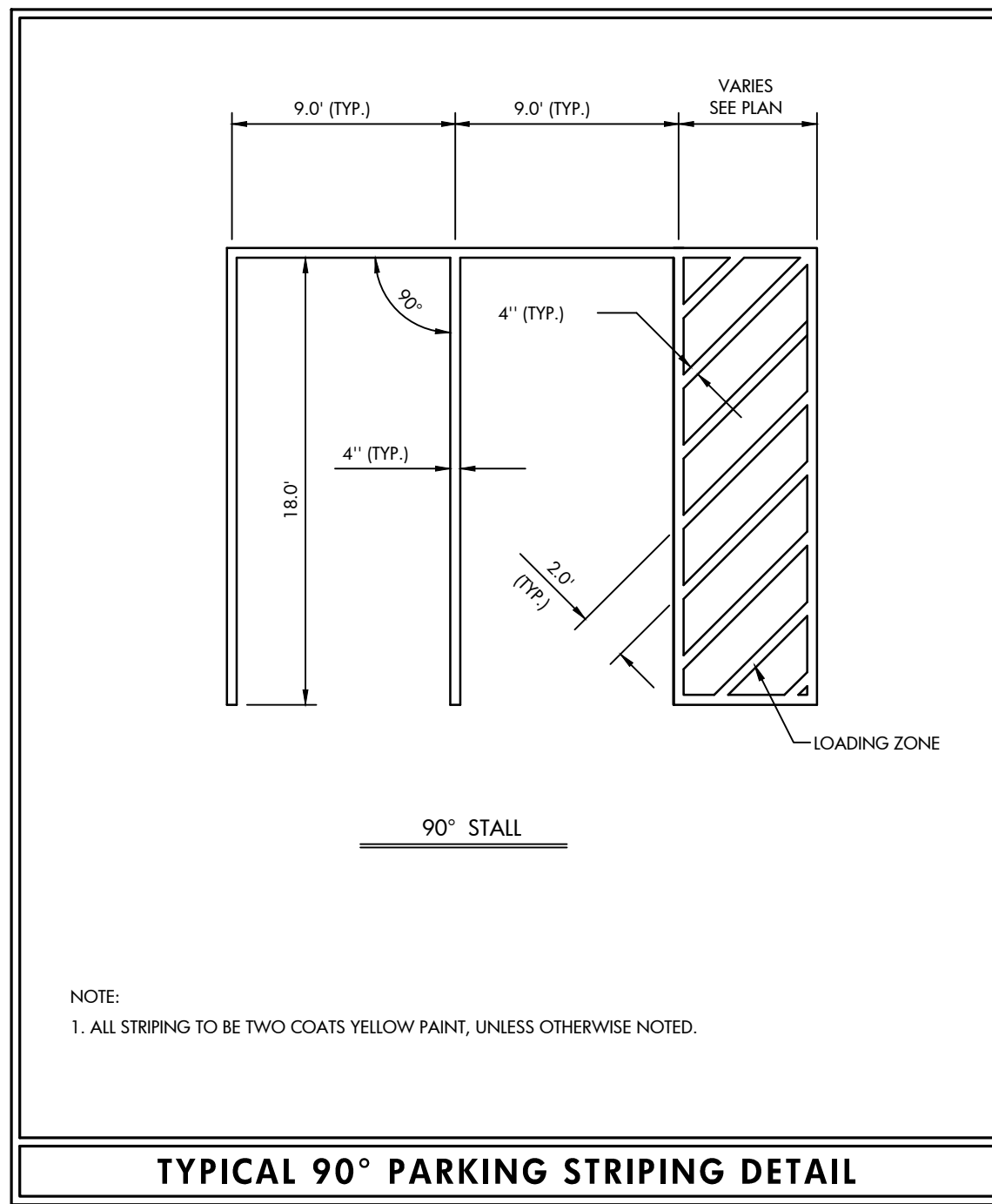
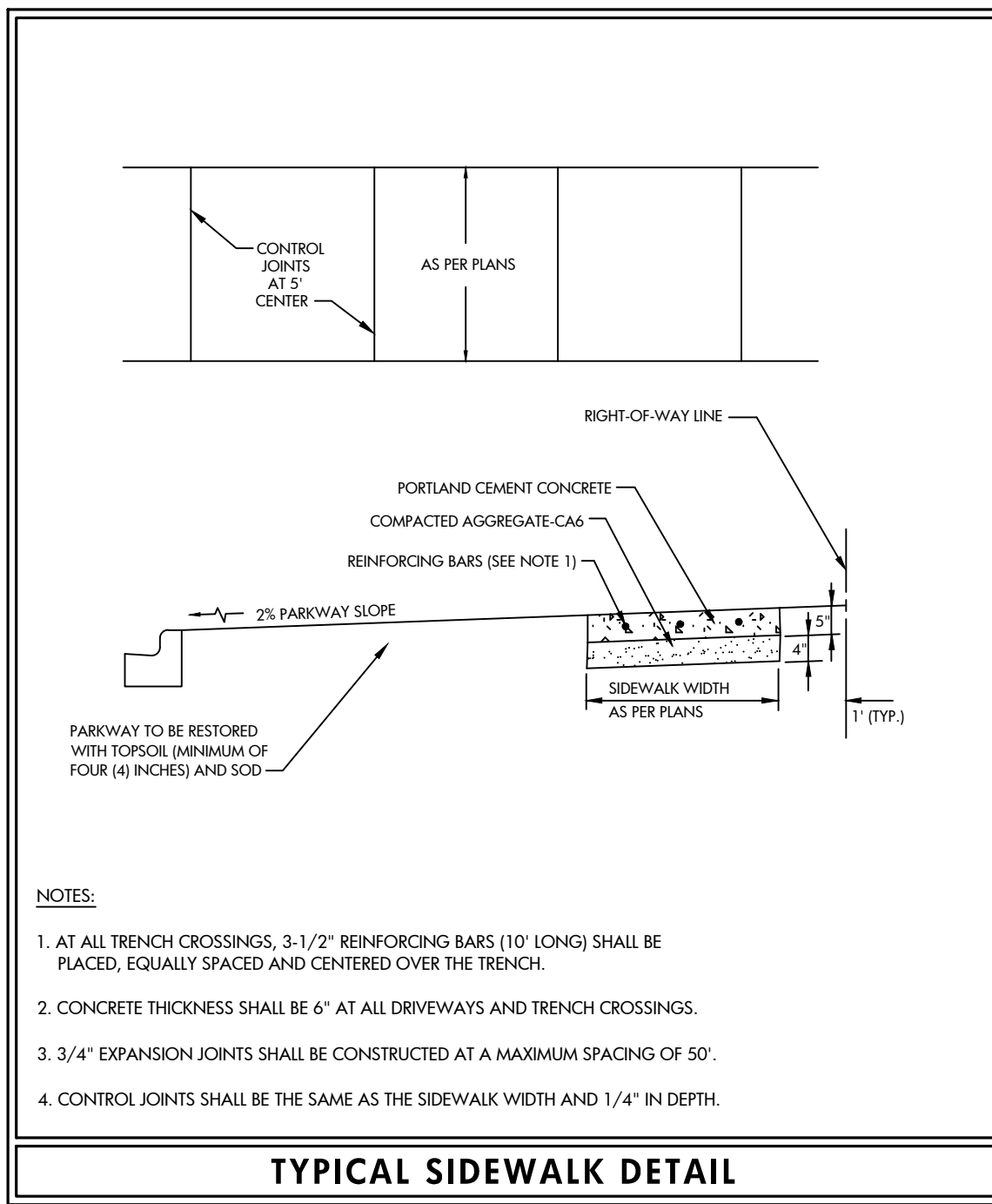
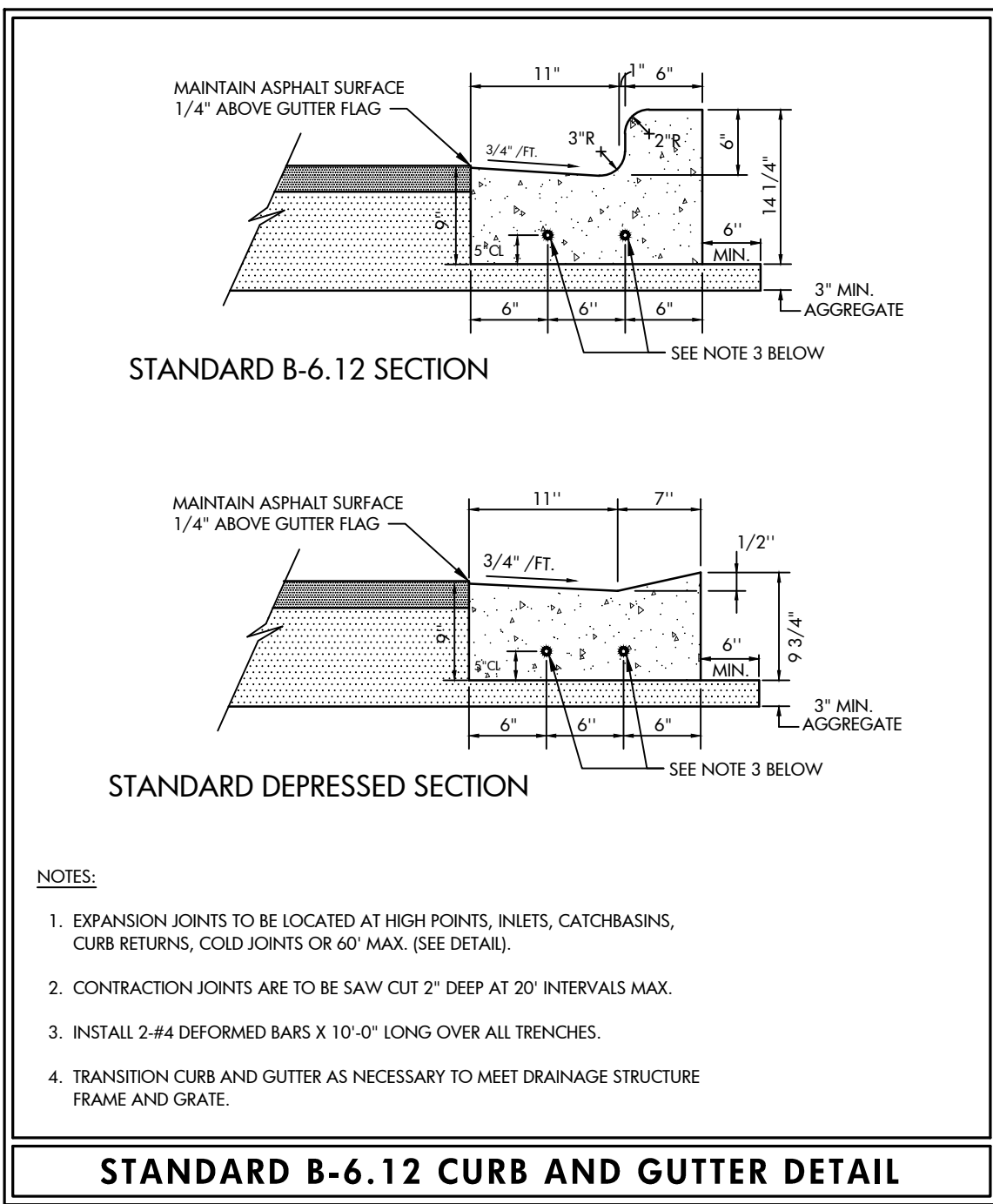
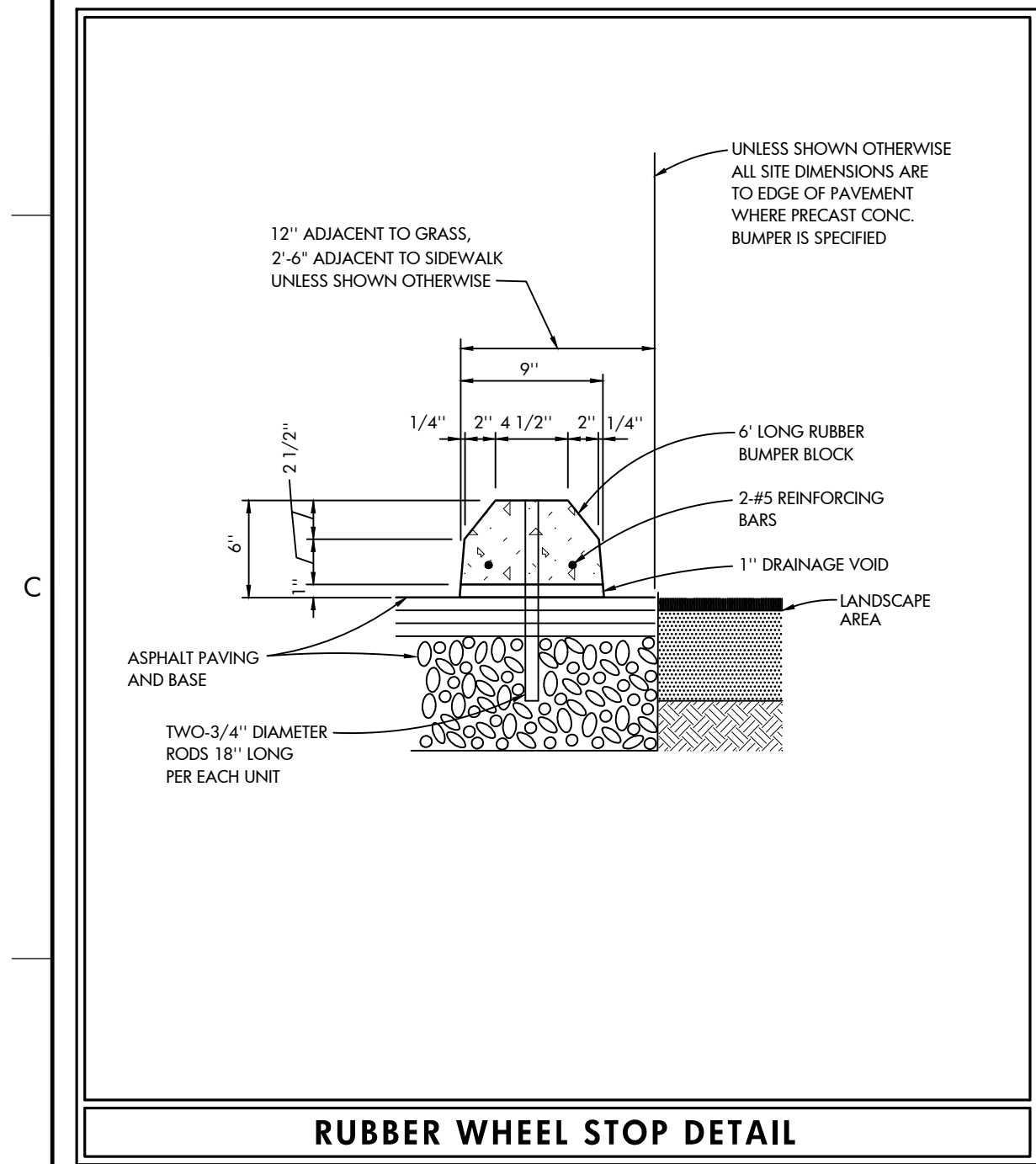
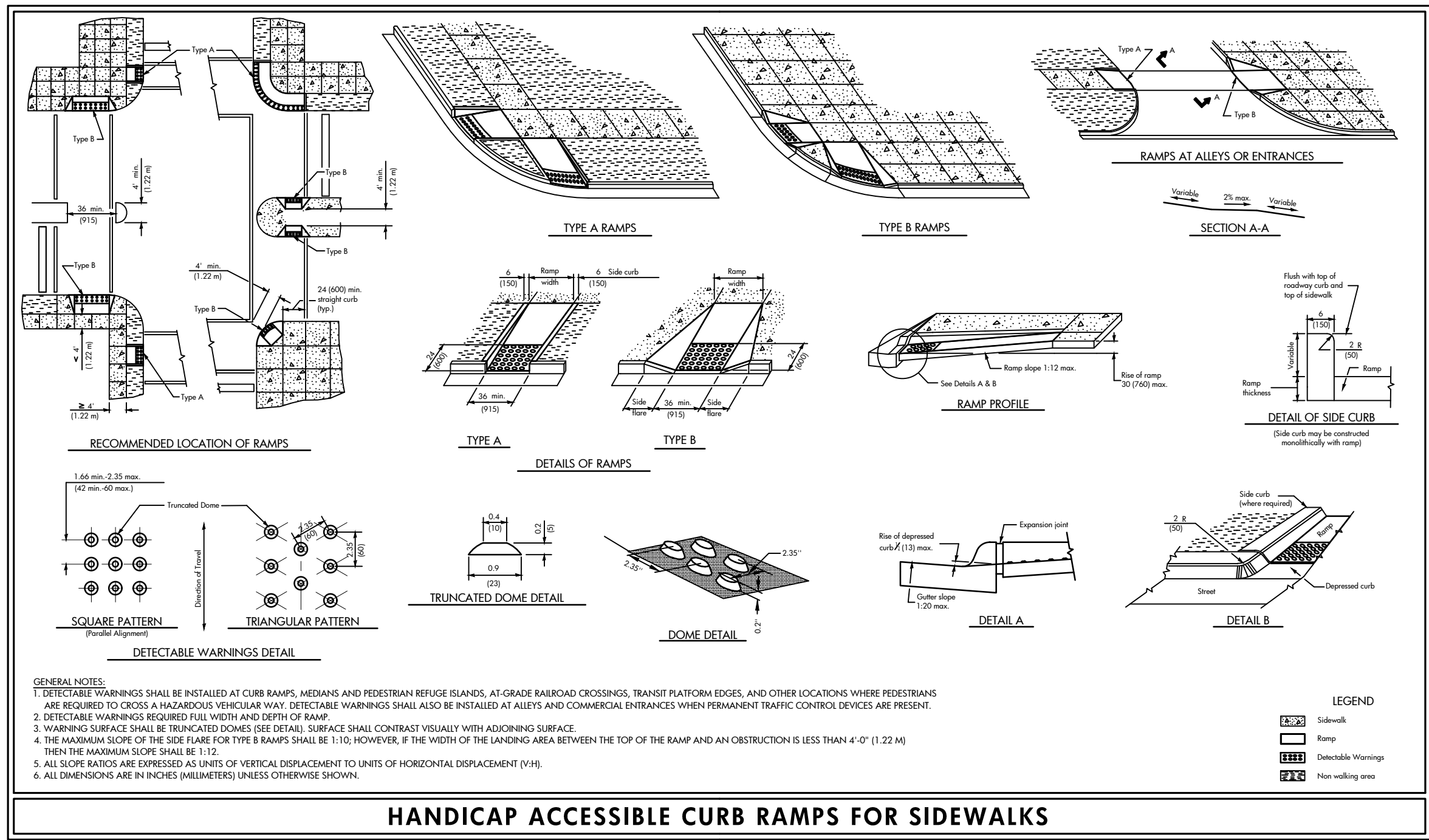
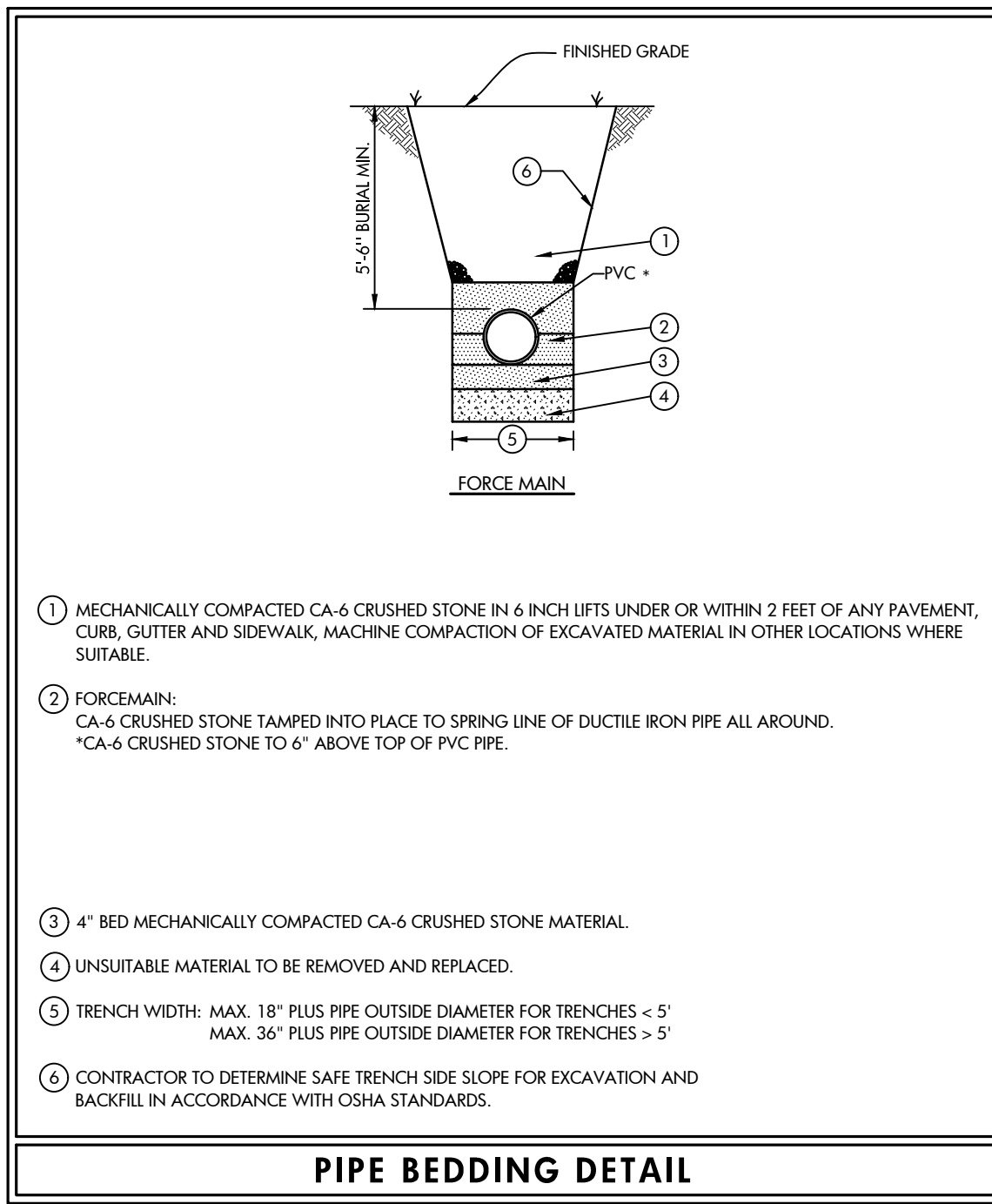
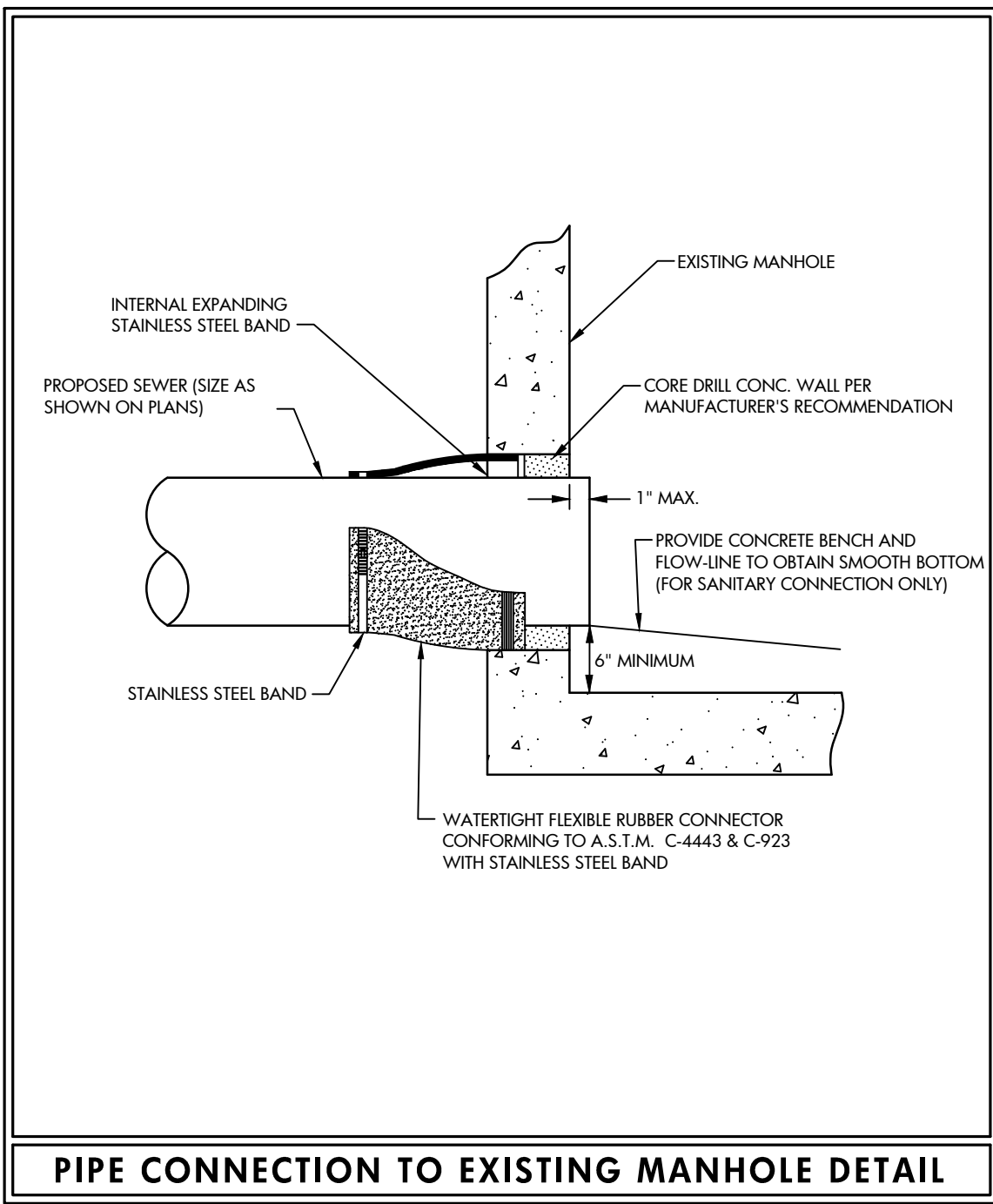
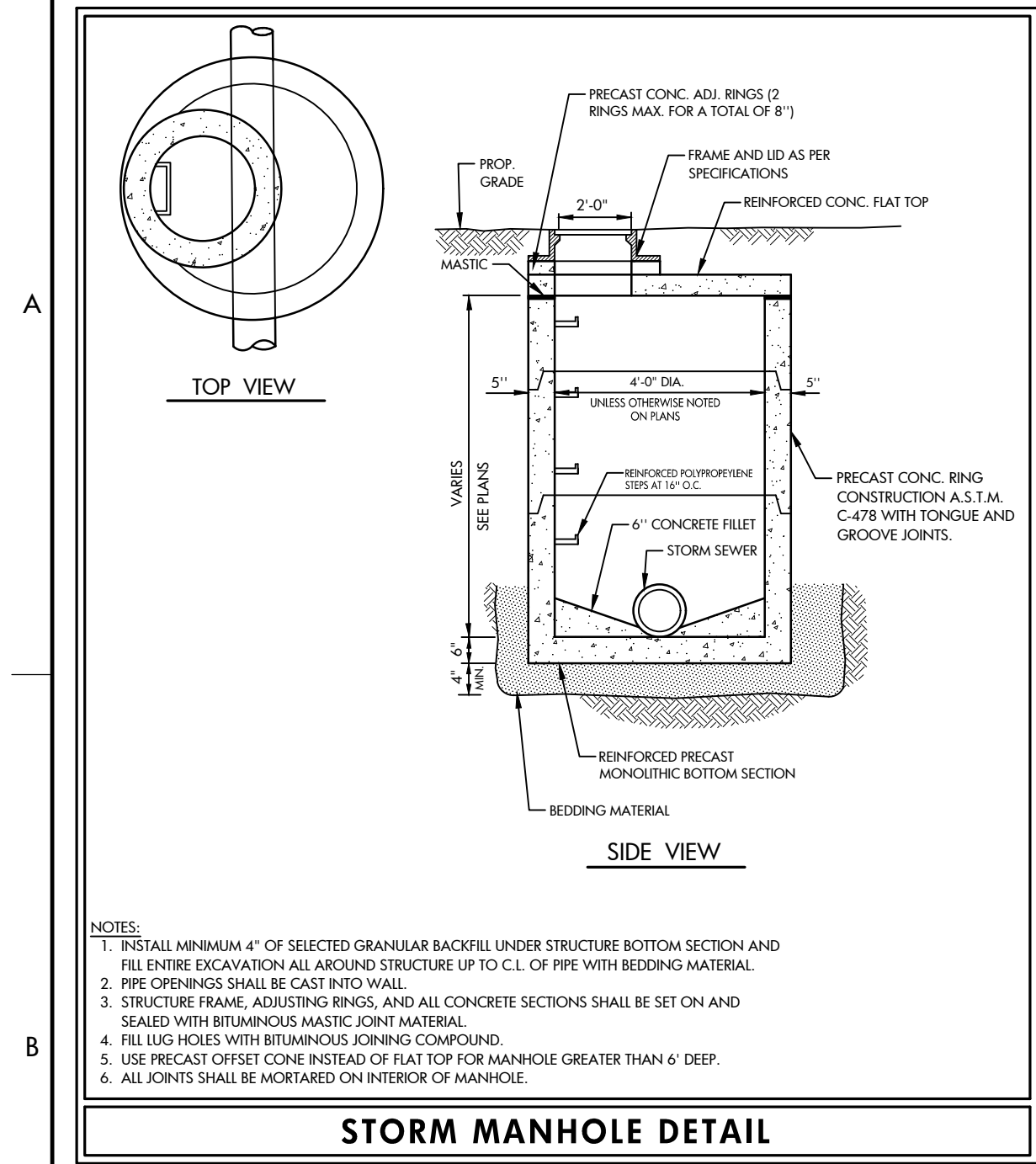
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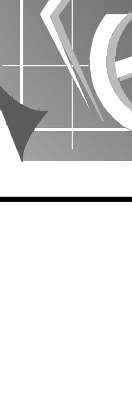
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PROJ. NUMBER: 21014

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<div><div>PROJ. MGR.:</div><div>DRAWN BY:</div><div>FIRST ISSUE DATE: 10-31-2022</div><div>SCALE: N.T.S.</div></div>		<div><div>SHEET NO.</div><div>C7.0</div></div>		<div>PROJ. NUMBER: 21014</div>																									
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	10-31-22	BOARD SUBMITTAL																											





FINAL STORMWATER MANAGEMENT REPORT - DuPage County Tabular Submittal
Vine Street Station – 125 S. Vine Street, Hinsdale, IL

FINAL STORMWATER MANAGEMENT REPORT

DUPAGE COUNTY TABULAR SUBMITTAL

PROPOSED VINE STREET STATION

125 S. Vine Street, Hinsdale, IL

Downers Grove North Township, DuPage County, Illinois
Pt. NW.1/4, Sec. 12

Prepared: March 13, 2023



Signed: 03-13-2023
Expires: 11-30-2023



FINAL STORMWATER MANAGEMENT REPORT - DuPage County Tabular Submittal
Vine Street Station – 125 S. Vine Street, Hinsdale, IL

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FINAL STORMWATER MANAGEMENT REPORT - DuPage County Tabular Submittal
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TAB 1 – PROJECT OVERVIEW

Completed Stormwater Permit Application

See Exhibit 1.1.

Copy of a Completed Joint Application Form with Transmittal Letters to the Appropriate Agencies if the Development is in a Special Management Area

A copy of the completed Joint Application Form with transmittal letters will be provided under separate cover.

Narrative Description of Development, Existing Conditions, and Proposed Impacts on Stormwater, Wetland, Riparian and Flood Plain

Project Description:

The Vine Street Station project consists of remodeling the existing Zion School building into a new multi-unit residential building. The existing lower level of the building will be converted to a 22-space parking area. The development will also include 3 outdoor parking spaces, a new concrete entrance driveway and three outdoor landscaped gathering areas. The Project will be developed on a 0.61-acre parcel located at 125 S. Vine Street in the Village of Hinsdale, DuPage County, IL. The parcel is generally bounded by an existing single family residential property to the north, Second Street to the south, a single family residential property to the east and Vine Street to the west. The project area is located within the Des Plaines River Watershed and is tributary to Flagg Creek.

This report has been prepared for the purpose of providing a discussion of the methodology used and the design assumptions considered in managing the drainage across this site.

Existing Pre-Development Conditions:

As can be seen on the plans, the subject parcel is 26,639 sf in size and currently consists of an existing school building, green spaces and playground.

The existing topography indicates that runoff sheet flows in a westerly direction through the site toward Vine Street. Runoff then continues in the northerly direction ultimately making its way to St. Josephs Creek.

As can be seen in Exhibit 2.0 located in Tab 2 of this report and on the plans, the existing conditions consist of 12,562 sf of pervious surfaces and 14,077 sf of impervious areas. This translates to a 52.84% imperviousness.

Proposed With-Development Conditions:

As can be seen on the Civil Engineering Plans prepared by CivWorks Consulting, LLC (The Civil Plans) and Exhibit 2.0 located in Tab 2 of this report, in the proposed with-development conditions, the building will be remodeled into a new multi-unit residential building. The existing lower level of the building will be converted to a 22-space parking area. The development will also include 3 outdoor parking spaces, a new concrete entrance driveway and three outdoor landscaped gathering areas.



FINAL STORMWATER MANAGEMENT REPORT - DuPage County Tabular Submittal Vine Street Station – 125 S. Vine Street, Hinsdale, IL

The existing drainage patterns will be maintained and runoff will continue to flow westerly across the property toward Vine Street.

As noted on Exhibit 2.0 and in the plans, in the proposed with-development conditions, the site will consist of 11,250 sf of pervious areas and 15,389 sf of impervious surfaces. This is an increase of 1,312 sf of impervious are from existing conditions and translates to a 57.7% imperviousness within the property lines. It should be noted however that as part of the improvements, modifications will be made to Second Street that will reduce impervious surfaces along the property frontage and replace them with pervious areas. The new pervious surface being created within the Second Street ROW are 1,524 sf. When taking these into account, the overall project will result in a decrease of 212 sf of impervious surfaces from the existing conditions.

The Village of Hinsdale has adopted the DuPage County Countywide Stormwater and Flood Plain Ordinance, latest edition, (herein after referred to collectively as the Ordinance).

According to the Ordinance, retention/detention is required for all new development that increases the total impervious area by at least 25,000 sf since February 15, 1992. As previously noted, the proposed improvements increase the on-site impervious surfaces by 1,312 sf and reduce the overall impervious surfaces by 212 sf when taking into account the Second Street Improvements. Therefore, the project is not required to provide retention/detention measures.

Additionally, according to the Ordinance, Post Construction Best Management Practices (PCBMP's) are required for all new development that creates more than 2,500 sf of new impervious area. As previously noted, the proposed improvements increase the on-site impervious surfaces by 1,312 sf and reduce the overall impervious surfaces by 212 sf when taking into account the Second Street Improvements. Therefore, the project is not required to provide PCBMP's.

Wetlands:

As noted on Exhibit 1.5 located in Tab 1 of this report, there are no wetlands on or around the subject property.

Floodplain/Floodway:

As can be seen on Exhibit 1.4 located in Tab 1 of this report, there is an unstudied Zone A regulatory floodplain on the subject property. In order to determine the BFE of the floodplain, a Flood Elevation Request form was submitted to DuPage County. DuPage County returned the request indicating that based on their FEQ analysis data, the floodplain elevation on the property is at 693.50.

Based on this 693.50 BFE elevation and as noted on the plans, the existing entrances to the building will be raised to a flood protection elevation of 695.00. Existing windows on the south face of the building that are not at this FPE will be removed and bricked over to prevent floodwaters from entering the building. An existing door on the north end of the building that is below the BFE will also be removed and bricked over to prevent floodwaters from entering the building at this location. The newly constructed ramp down to the underground parking garage will also be protected from floodwaters by having the retaining walls at or near the FPE of 695.00.



FINAL STORMWATER MANAGEMENT REPORT - DuPage County Tabular Submittal Vine Street Station – 125 S. Vine Street, Hinsdale, IL

Conclusion:

The proposed improvements at Vine Street Station have been designed in accordance with the DuPage County Countywide Stormwater & Flood Plain Ordinance and Village of Hinsdale Requirements. It is our professional opinion that this report and the exhibits and technical analyses presented herein demonstrate that the project, when fully developed, will meet the intent of the current stormwater management requirements, will present no detrimental impacts downstream or to adjacent properties and should be granted approval.

USGS Map Showing Project Location

See Exhibit 1.3.

FIRM Showing Development Location

See Exhibit 1.4.

FEQ Map Showing Development Location

See Exhibit 1.8.

County Wetland Map Showing Development Location

See Exhibit 1.5.

NRCS Map (DuPage County Soil Conservation Service Map) Showing Development Location

See Exhibit 1.6.

Estimate of Probable Cost to Construct Stormwater Facilities

See Exhibit 1.7.



FINAL STORMWATER MANAGEMENT REPORT - DuPage County Tabular Submittal
Vine Street Station – 125 S. Vine Street, Hinsdale, IL

TAB 1 - EXHIBITS



FINAL STORMWATER MANAGEMENT REPORT - DuPage County Tabular Submittal
Vine Street Station – 125 S. Vine Street, Hinsdale, IL

EXHIBIT 1.1 : STORMWATER PERMIT APPLICATION



DUPAGE COUNTY STORMWATER MANAGEMENT CERTIFICATION APPLICATION (1/2)

1. Community and Status ___ Non ___ Partial ___ Complete	2. Date of Application 	3. Stormwater Application No. 	4. Community Tracking No.
5. Applicant: Name: _____ Company Name: _____ Address: _____ City, ST, Zip: _____ Phone: _____ Email: _____		6. Owner: Name: _____ Company Name: _____ Address: _____ City, ST, Zip: _____ Phone: _____ Email: _____	
7. Description of Proposed Development: 			
8. Location of Development: (if not address use nearest major intersection) Address: _____ Municipality: _____ Watershed Planning Area & Trib: _____		9. Legal Description (attach additional sheets if needed) <div style="display: flex; justify-content: space-around;"><div>_____ ¼ Section</div><div>_____ Township</div><div>_____ Range</div></div> PIN ____ - ____ - ____ - ____ PIN ____ - ____ - ____ - ____	
10. Check all of the conditions which apply: <div style="display: flex; flex-wrap: wrap;"><div style="width: 50%;">___ Flood Plain</div><div style="width: 50%;">___ Stormwater Detention</div><div style="width: 50%;">___ Best Management Practices</div><div style="width: 50%;">___ Soil Erosion & Sediment Control</div><div style="width: 50%;">___ Wetland</div><div style="width: 50%;">___ Wetland Buffer</div><div style="width: 50%;">___ Riparian Buffer</div></div>			
11. Acknowledgement of On-Site Infiltration PCBMPs I acknowledge that I have used my best effort to identify zones for which on-site infiltration are prohibited for Post Construction Best Management Practices (PCBMPs) in accordance with the Ordinance (15-63.B) <div style="display: flex; justify-content: space-between;"><div>_____ Signature of Applicant</div><div>_____ Print Name</div><div>_____ Date</div></div>			
12. Freedom of Information Act (FOIA) I acknowledge that all architects' drawings, engineers' technical submissions and other construction-related technical documents containing stormwater management information submitted with this application may be made available for inspection or copying by the County, notwithstanding 5 ILCS 140/7(1)(k), upon the written request for such materials. Such productions will be restricted to the following parties: i) the Applicant ii) any subsequent owner of the subject property; or iii) any governmental unit having planning or drainage jurisdiction within 1 and ½ mile of the subject property. <div style="display: flex; justify-content: space-between;"><div>_____ Signature of Applicant</div><div>_____ Print Name</div><div>_____ Date</div></div> <div style="display: flex; justify-content: space-between;"><div>_____ Signature of Owner</div><div>_____ Print Name</div><div>_____ Date</div></div>			
13. Statement of Opinion for Minimum Criteria for Stormwater Management I am a Professional Engineer under the employment of the Applicant. It is my professional opinion that the development meets the minimum criteria for stormwater management in accordance with the Ordinance (15-36) <div style="display: flex; justify-content: space-between;"><div> _____ Signature of Professional Engineer</div><div>_____ Print Name</div><div>03-13-2023 _____ Date</div></div>			



DUPAGE COUNTY STORMWATER MANAGEMENT CERTIFICATION APPLICATION (2/2)

Stormwater Application No:

Community Tracking No:

14. Statement of Opinion for Presence of Flood Plain, Wetlands, and Buffers (15-47-A.5)

☐ I acknowledge the presence of flood plain.

☐ I deny the presence of flood plain.

☐ I acknowledge the presence of wetlands.

☐ I deny the presence of wetlands.

☐ I acknowledge the presence of buffers.

☐ I deny the presence of buffers.

Signature of Qualified Professional

03-13-2023
Date

Signature of Qualified Professional

03-13-2023
Date

Signature of Qualified Professional

03-13-2023
Date

Printed Name

Printed Name

Printed Name

15. Soil Erosion & Sediment Control Submittal Requirements (15-50.B)

(For developments with less than 1 acre of land disturbance that are not part of a larger common plan)

I certify that the development meets the soil erosion and sediment control design criteria found in Article VII have been met.

Signature of Qualified Designer

Print Name

03-13-2023
Date

16. Soil Erosion & Sediment Control Requirements (15-59.W) (For developments with land disturbing activities greater than 1 acre)

I acknowledge that the site complies with the IEPA NPDES ILR10 Permit.

Signature of Applicant

Print Name

Date

17. Acknowledgement of Required As-Built Plans (15-47.B)

I acknowledge that a record drawing signed by either a Professional Engineer or a Professional Land Surveyor depicting the as-constructed size, rim, and invert elevations of pipes, stormwater structures and culverts, and contours and flood storage volumes of all required basins of the major stormwater systems and minor stormwater systems shall be submitted for review and approval upon completion of the stormwater facilities.

Signature of Owner

Print Name

Date

18. Intentional Misrepresentation Under Penalty of Perjury

I declare that I have examined and/or made this application and rider, and it is true and correct to the best of my knowledge and belief. I realize that the information that I have affirmed hereon forms a basis for the issuance of the stormwater management certification(s) herein applied for and approval of plans in connection therewith shall not be construed to permit any construction upon said premises or use thereof in violation of any provision of any applicable ordinance or to excuse the owner or his successors in title from complying therewith. The Owner and Applicant each understand and agree to construct said improvement in compliance with all provisions of the applicable ordinances.

Signature of Applicant

Print Name

Date

Signature of Owner

Print Name

Date

DO NOT WRITE BELOW THIS LINE

19. Security (15-54)

Stormwater Facilities \$ _____

Wetlands/Natural Area \$ _____

SE/SC \$ _____

Total \$ _____

20. Stormwater Fees

Community Review \$ _____

DCSM Review \$ _____

Fee-in-Lieu \$ _____ \$ _____
Wetland BMP

Seal/Stamp

Certifications expire December 31st of the third year of Certification or Authorization, whichever is earlier.

21. Final Approvals (See Certification letter for special conditions and general conditions.)

Community Certification

Date

Approved by/title

County Authorization

Date

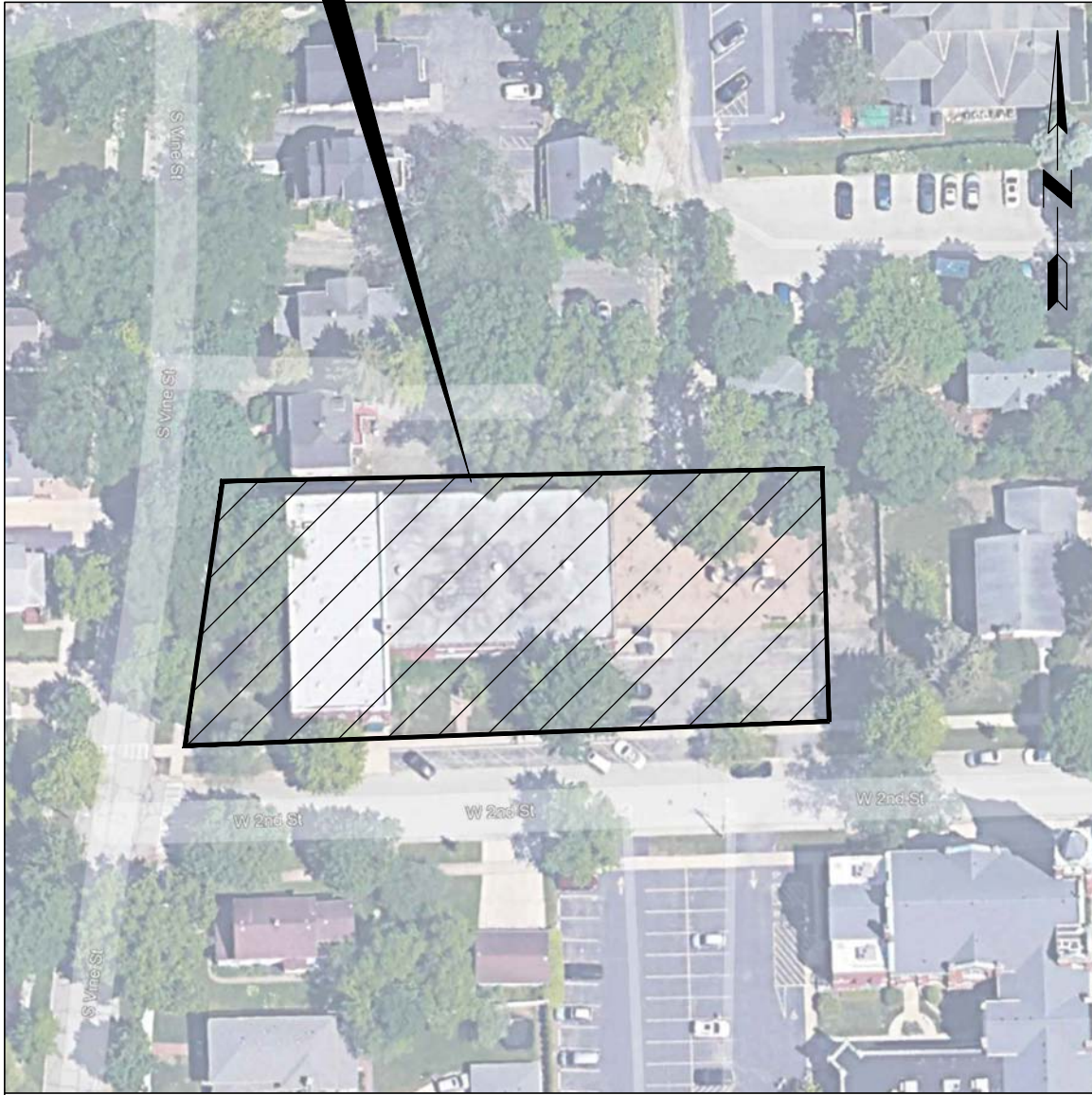
Approved by/title



FINAL STORMWATER MANAGEMENT REPORT - DuPage County Tabular Submittal
Vine Street Station – 125 S. Vine Street, Hinsdale, IL

EXHIBIT 1.2 : SITE LOCATION MAP

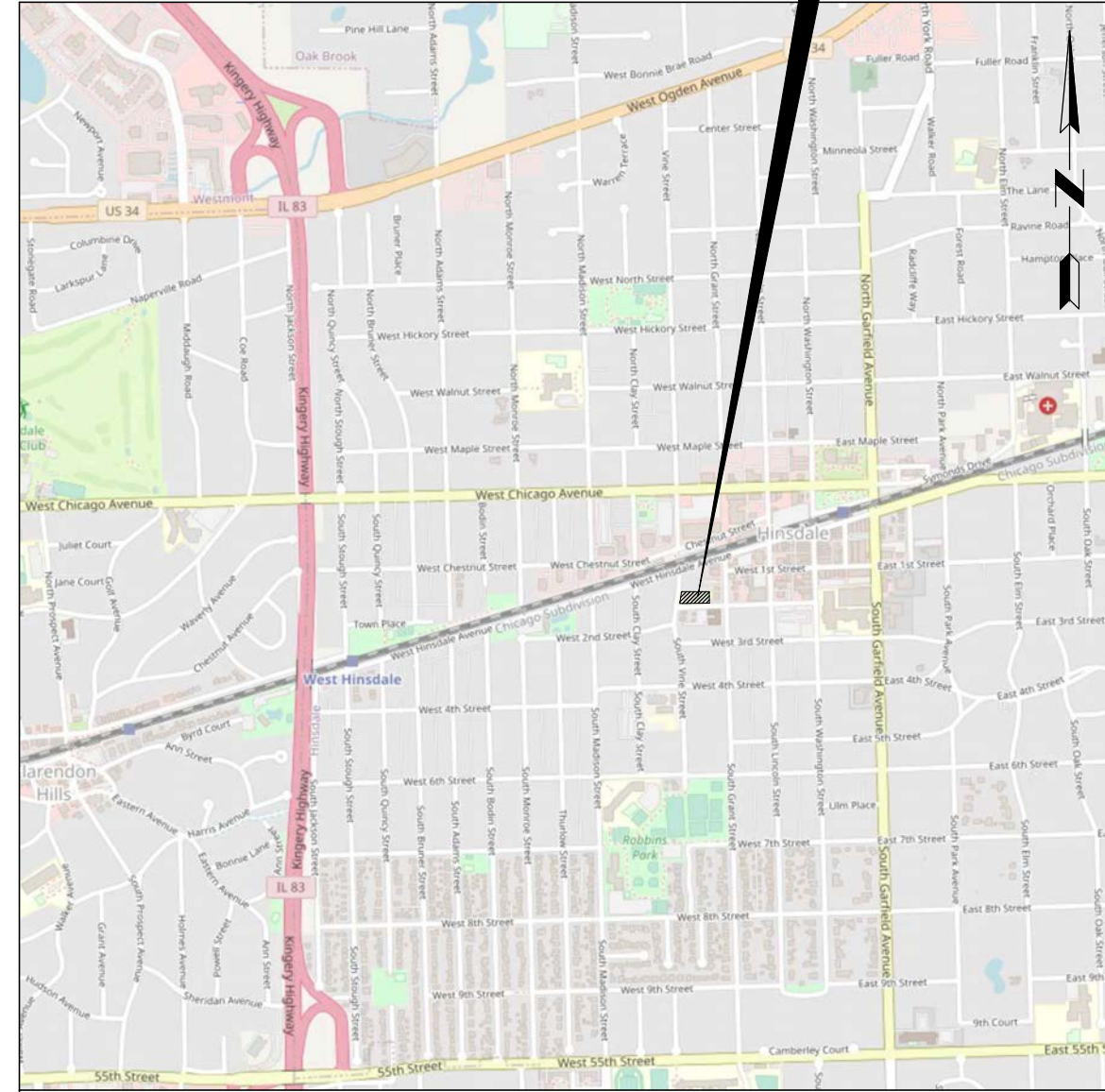
PROJECT
LOCATION



AERIAL MAP

N.T.S.

PROJECT
LOCATION



VICINITY MAP

N.T.S.

REVISIONS



CIVIL ENGINEERS - PLANNERS - DEVELOPMENT CONSULTANTS

CivWORKS
Consulting, LLC

3343 N. NEVA AVE.
CHICAGO, ILLINOIS 60634
Ph: (312) 637-9570
Fax: (312) 637-9454
E-mail: info@civworks.com
Web: www.civworks.com

SITE LOCATION MAPS

VINE STREET STATION

125 S. VINE ST., HINSDALE, IL 60521

DRAWN BY: OP DATE: 03-13-2023 SCALE: N.T.S. PROJ. MGR.: OP

SHEET NO.

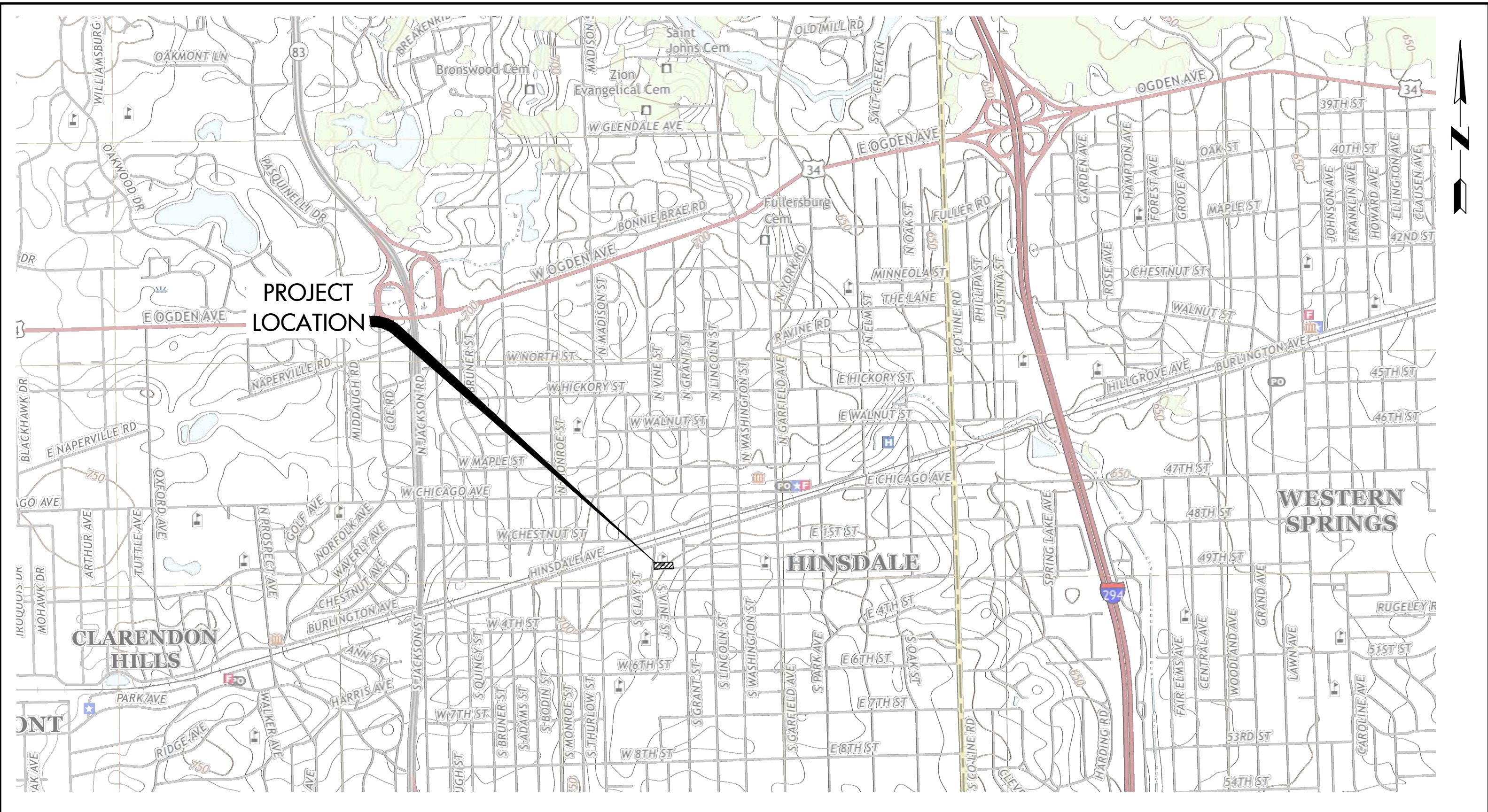
EXH-1.2

PROJECT #: 21014




FINAL STORMWATER MANAGEMENT REPORT - DuPage County Tabular Submittal
Vine Street Station – 125 S. Vine Street, Hinsdale, IL

EXHIBIT 1.3 : USGS MAP



REVISIONS	



CIVIL ENGINEERS - PLANNERS - DEVELOPMENT CONSULTANTS

CivWORKS
Consulting, LLC

3343 N. NEVA AVE.
CHICAGO, ILLINOIS 60634
Ph: (312) 637-9570
Fax: (312) 637-9454
E-mail: info@civworks.com
Web: www.civworks.com

USGS TOPOGRAPHIC SURVEY

VINE STREET STATION

125 S. VINE ST., HINSDALE, IL 60521

DRAWN BY:	OP	DATE:	03-13-2023	SCALE:	N.T.S.	PROJ. MGR.:	OP
-----------	----	-------	------------	--------	--------	-------------	----

SHEET NO.

EXH-1.3

PROJECT #: 21014



FINAL STORMWATER MANAGEMENT REPORT - DuPage County Tabular Submittal
Vine Street Station – 125 S. Vine Street, Hinsdale, IL

EXHIBIT 1.4 : FEMA FIRM MAP



FINAL STORMWATER MANAGEMENT REPORT - DuPage County Tabular Submittal
Vine Street Station – 125 S. Vine Street, Hinsdale, IL

EXHIBIT 1.5 : WETLAND MAP



Wetlands



Estuarine and Marine Deepwater



Estuarine and Marine Wetland



Freshwater Emergent Wetland



Freshwater Forested/Shrub Wetland



Freshwater Pond



Lake



Other



Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Wetlands Inventory (NWI)
This page was produced by the NWI mapper

REVISIONS		



CIVIL ENGINEERS - PLANNERS - DEVELOPMENT CONSULTANTS

CivWORKS
Consulting, LLC

3343 N. NEVA AVE.
CHICAGO, ILLINOIS 60634
Ph: (312) 637-9570
Fax: (312) 637-9454
E-mail: info@civworks.com
Web: www.civworks.com

NATIONAL WETLAND INVENTORY MAP				
VINE STREET STATION				
125 S. VINE ST., HINSDALE, IL 60521				
DRAWN BY:	OP	DATE:	03-13-2023	SCALE: N.T.S.
PROJ. MGR.:			OP	

SHEET NO.
EXH-1.5
PROJECT #: 21014



FINAL STORMWATER MANAGEMENT REPORT - DuPage County Tabular Submittal
Vine Street Station – 125 S. Vine Street, Hinsdale, IL


EXHIBIT 1.6 : NRCS SOILS MAP

PROJECT
LOCATION



Map Unit Legend

854B	Markham-Ashkum-Beecher complex, 1 to 6 percent slopes
------	---

REVISIONS			 <div>CIVIL ENGINEERS - PLANNERS - DEVELOPMENT CONSULTANTS</div>		NRCS SOILS MAP				SHEET NO.						
			<div>CivWORKS Consulting, LLC</div> <div>3343 N. NEVA AVE. CHICAGO, ILLINOIS 60634 Ph: (312) 637-9570 Fax: (312) 637-9454 E-mail: info@civworks.com Web: www.civworks.com</div>		VINE STREET STATION				EXH-1.6						
					125 S. VINE ST., HINSDALE, IL 60521										
					DRAWN BY:		OP	DATE:			03-13-2023	SCALE:	N.T.S.	PROJ. MGR.:	OP



FINAL STORMWATER MANAGEMENT REPORT - DuPage County Tabular Submittal
Vine Street Station – 125 S. Vine Street, Hinsdale, IL

**EXHIBIT 1.7 : ESTIMATE OF PROBABLE COST TO CONSTRUCT EROSION
CONTROL AND STORMWATER IMPROVEMENTS**

**VINE STREET STATION
125 S. VINE ST., HINSDALE, IL 60521
EROSION CONTROL AND STORMWATER IMPROVEMENTS PER PLAN SET LATEST REVISION DATE 03/13/2023
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST**

ITEM	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
EROSION CONTROL IMPROVEMENTS					
1	Silt Fence	LF	650	\$3.30	\$2,145.00
2	Construction Entrance and Concrete Washout	EACH	1	\$6,500.00	\$6,500.00
3	Inlet Protection	EACH	3	\$500.00	\$1,500.00
4	On-Site Topsoil Respread and Seeding	SY	1,250	\$3.50	\$4,375.00
SUBTOTAL EROSION CONTROL IMPROVEMENTS					\$14,520.00
STORMWATER IMPROVEMENTS					
1	4' Diameter Manhole	EACH	1	\$2,600.00	\$2,600.00
2	Sump Pump with Floats and Alarm System	EACH	1	\$8,500.00	\$8,500.00
3	2" PVC Force Main	LF	90	\$32.00	\$2,880.00
4	Trench Backfill	LF	90	\$48.00	\$4,320.00
5	Connect to Existing Manhole	EACH	1	\$1,500.00	\$1,500.00
SUBTOTAL STORMWATER IMPROVEMENTS					\$19,800.00
TOTAL EROSION CONTROL AND STORMWATER IMPROVEMENTS					\$34,320.00

COSTS ARE IN ANTICIPATED 2023 DOLLARS AND ARE LIMITED TO THOSE ITEMS STATED HEREIN AND DO NOT INCLUDE PERMIT FEES, RECAPTURE COSTS, CONSULTANT FEES, DEWATERING, MAINTENANCE, BONDS OR THE LIKE.

NOTE: THIS ENGINEER'S OPINION OF PROBABLE COST IS MADE ON THE BASIS OF THE ENGINEER'S EXPERIENCE AND QUALIFICATIONS USING PLAN QUANTITIES AND REPRESENTS THE ENGINEER'S BEST JUDGMENT AS AN EXPERIENCED AND QUALIFIED PROFESSIONAL ENGINEER GENERALLY FAMILIAR WITH THE CONSTRUCTION INDUSTRY. HOWEVER, SINCE THE ENGINEER HAS NO CONTROL OVER THE COST OF LABOR, MATERIALS, EQUIPMENT OR SERVICES FURNISHED BY OTHERS, OR OVER THE CONTRACTOR'S METHODS OF DETERMINING PRICES, OR OVER COMPETITIVE BIDDING OR MARKET CONDITIONS, OR OVER QUANTITIES OF WORK ACTUALLY PERFORMED, THE ENGINEER CANNOT AND DOES NOT GUARANTEE THAT PROPOSALS, BIDS OR ACTUAL CONSTRUCTION COST WILL NOT VARY FROM OPINIONS OF PROBABLE COST PREPARED BY THE ENGINEER.



FINAL STORMWATER MANAGEMENT REPORT - DuPage County Tabular Submittal
Vine Street Station – 125 S. Vine Street, Hinsdale, IL

**EXHIBIT 1.8 : DUPAGE COUNTY STORMWATER MANAGEMENT FLOOD
ELEVATION REQUEST FORM DETERMINATION**

**DuPage County Stormwater Management
Flood Elevation Request Form**

(Completed form to be included in all permit submittals)

TO BE COMPLETED BY APPLICANT

DATE REC'D: _____

NAME: OSVALDO PASTRANA, P.E. ; CIVWORKS CONSULTING, LLC

ADDRESS: 3343 N. NEVA AVE.

PHONE: 312-637-9570 FAX: _____

EMAIL: opastrana@civworks.com

SITE P.I.N.(s): 09-12-110-006 ; 09-12-110-007

WATERSHED: Des Plaines River

TRIBUTARY: Flagg Creek

AREA OF INTEREST:

(Give address, description of bounding street of area requested and attach a map with the site location)

The area of interest appears as 125 S. Vine Street in the Village of Glen Ellyn on Google Maps and other online mapping services, but appears as 204 S. Grant Street in the DuPage County GIS maps. See attached location map.

Please submit all elevation requests to Stormwater Management @
421 N. County Farm Road (2nd floor), Wheaton, IL 60187
Phone (630) 407-6698 Fax (630) 407-6701

TO BE COMPLETED BY DUPAGE COUNTY STAFF

STORMWATER ENGINEER: Evan Baczek DATE COMPLETED: 6/8/2021

FEMA FIS ELEVATION: Zone A ☐ NGVD ☐ NAVD

FEQ DATA AVAILABLE: ☒ YES ☐ NO

If yes, please provide peak historic elevation.

~ 693.5 NGVD (Peak historic event)*

PVSTATS ELEVATIONS: --- 10-YR --- 100-YR

(Additional Notes)

*The peak historic event elevation provided is considered the best available information at this time. The elevation is subject to change as part of future map revisions submitted by DPC. DuPage County recommends that a factor of safety be added to this elevation in order to minimize any future risk of flooding to the proposed structure(s).

Print Form


Submit by Email


Clear Form


DuPage County

Des Plaines River Flagg Creek


Legend

 Site Location - 0912110006-7

 Cross Sections

 Watershed Boundary

Floodplain Data

 Zone X

 Zone A

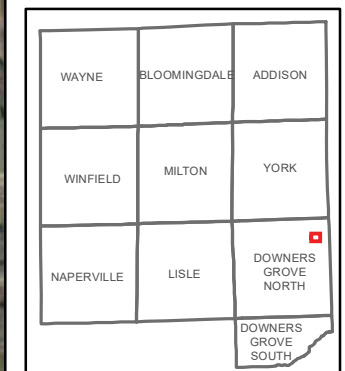
 Zone AE

 Floodway

 Zone X (Protected by Levee)

DuPage DFIRM Panel:
17043C0191J
Effective Date:
August 1, 2019

County Overview



DuPage County
Stormwater Management
June 04, 2021



1 inch = 350 feet

0 175 350 700 1,050 1,400 Feet



FINAL STORMWATER MANAGEMENT REPORT - DuPage County Tabular Submittal
Vine Street Station – 125 S. Vine Street, Hinsdale, IL

TAB 2A – STORMWATER SUBMITTAL

Site Topographic Map

See plan set titled “Vine Street Station” Prepared by CivWorks Consulting, LLC for site topographic information.

General Plan View Drawing of Existing and Proposed Site Conditions

See plan set titled “Vine Street Station” Prepared by CivWorks Consulting, LLC and Exhibits 2.1 and 2.2 for existing and proposed conditions.

Design Details for Stormwater Facilities

See Plan Set Titled “Vine Street Station” Prepared by CivWorks Consulting, LLC for design details for proposed stormwater facilities.

Schedule for Implementation of the Site Stormwater Plan

See Plan Set Titled “Vine Street Station” Prepared by CivWorks Consulting, LLC for recommended construction schedule of site stormwater improvements.

Site Runoff Calculations – Required for Subdivisions and Non-Residential Developments

Not applicable to this project.

Documentation of the Procedures/Assumptions Used to Calculate Hydrologic and Hydraulic Conditions for Sizing Major and Minor Systems.

Not applicable to this project.

Profile Drawings of Major and Minor Stormwater Systems.

Not applicable to this project.

Cross-Section Data for Open Channels

Not applicable to this project.

Hydraulic Grade Line and Water Surface Elevations Under Design Conditions

Not applicable to this project.



FINAL STORMWATER MANAGEMENT REPORT - DuPage County Tabular Submittal Vine Street Station – 125 S. Vine Street, Hinsdale, IL

Hydraulic Grade Line and Water Surface Elevations Under Base Flood Conditions

The existing base flood elevation as provided by DuPage County in Exhibit 1.8 is shown on the Plan Set titled "Vine Street Station" Prepared by CivWorks Consulting, LLC.

Narrative Describing Off-Site Conditions

The site is bounded on the west by Vine Street, on the east by an existing single-family residential property, on the north by an existing single-family residential property, and on the South by Second Street. As can be seen on the exhibits, under existing conditions the site receives offsite drainage from the residential property to the east which then continues westerly through the subject property to Vine Street. Under proposed conditions, the off-site drainage patterns will remain unchanged.

Sediment and Erosion Control Plan

See Plan Set Titled "Vine Street Station" Prepared by CivWorks Consulting, LLC for Erosion Control Plan.

Design Details for Proposed Sediment and Erosion Control Details

See Plan Set Titled "Vine Street Station" Prepared by CivWorks Consulting, LLC for Sediment and Erosion Control Details.

Copy of Written Opinion, When Applicable, from the Soil and Water Conservation District.

Not applicable to this project.

Best Management Practice Information

Not applicable to this project. Best Management Practices are not required.

Narrative Description on the Type and Function of Best Management Practices that are Incorporated into the Site Design.

Not applicable to this project. Best Management Practices are not required.

BMP Design Criteria [e.g., (1) Soil Type, Vegetation, and Land Cover Conditions (2) Contributory Drainage Area (3) Sizing and Effectiveness Calculations, etc.]

Not applicable to this project. Best Management Practices are not required.



FINAL STORMWATER MANAGEMENT REPORT - DuPage County Tabular Submittal

Vine Street Station – 125 S. Vine Street, Hinsdale, IL

Scheduled Maintenance Program for Stormwater Facilities

The only Stormwater Facility being proposed for this site is an exterior Private Sump Pump Structure that will serve to drain the ramp down to the proposed underground parking in the basement of the building. The owner will be responsible for proper maintenance of the structure and pumps.



FINAL STORMWATER MANAGEMENT REPORT - DuPage County Tabular Submittal
Vine Street Station – 125 S. Vine Street, Hinsdale, IL

TAB 2B – STORMWATER SUBMITTAL

Site Storage Runoff Calculations

Not applicable to this project.

Documentation of the Procedures/Assumptions Used to Calculate Hydrologic and Hydraulic Conditions for Determining the Allowable Release Rate. This is Required if Natural Storage Exists in the Pre-Development Condition

Not applicable to this project.

Documentation of the Procedures/Assumptions Used to Calculate Hydrologic and Hydraulic Conditions for Determining the Storage Volume

Not applicable to this project.

Elevation-Area-Storage Data

Not applicable to this project.

Elevation-Discharge Data

Not applicable to this project.

Best Management Practice Information: (Wetland/Dry Basins and Wet Basins Preferred Over Dry Basins)

Not applicable to this project.

Narrative Description on the Type and Function of Best Management Practices that are Incorporated into the Site Storage Design

Not applicable to this project.

BMP Design Criteria [e.g., (1) Soil Type and Vegetation (2) Sizing and Effectiveness Calculations, etc.]

Not applicable to this project.



FINAL STORMWATER MANAGEMENT REPORT - DuPage County Tabular Submittal

Vine Street Station – 125 S. Vine Street, Hinsdale, IL

Plan View Drawing of Existing and Proposed Site Conditions

See plan set titled "Vine Street Station" Prepared by CivWorks Consulting, LLC for existing and proposed conditions.

Maintenance Requirements

Not applicable to this project.



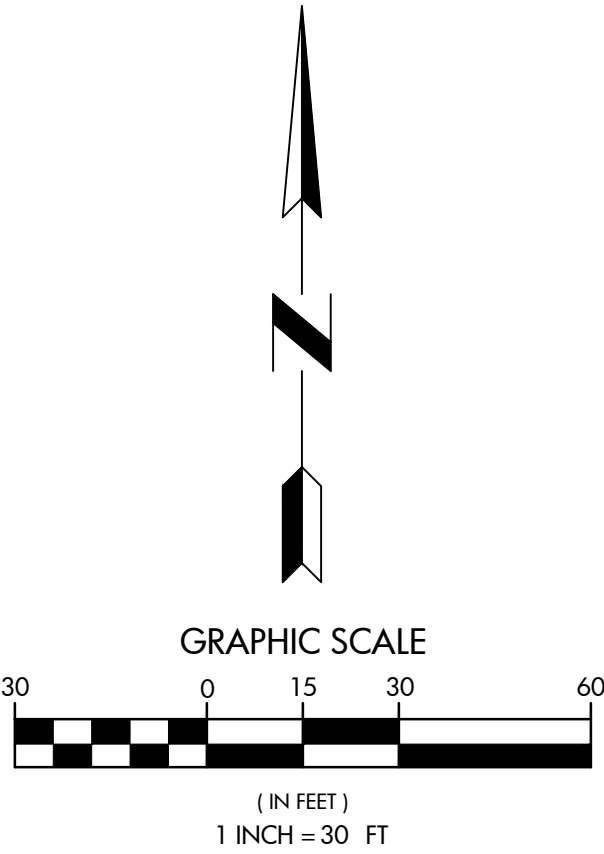
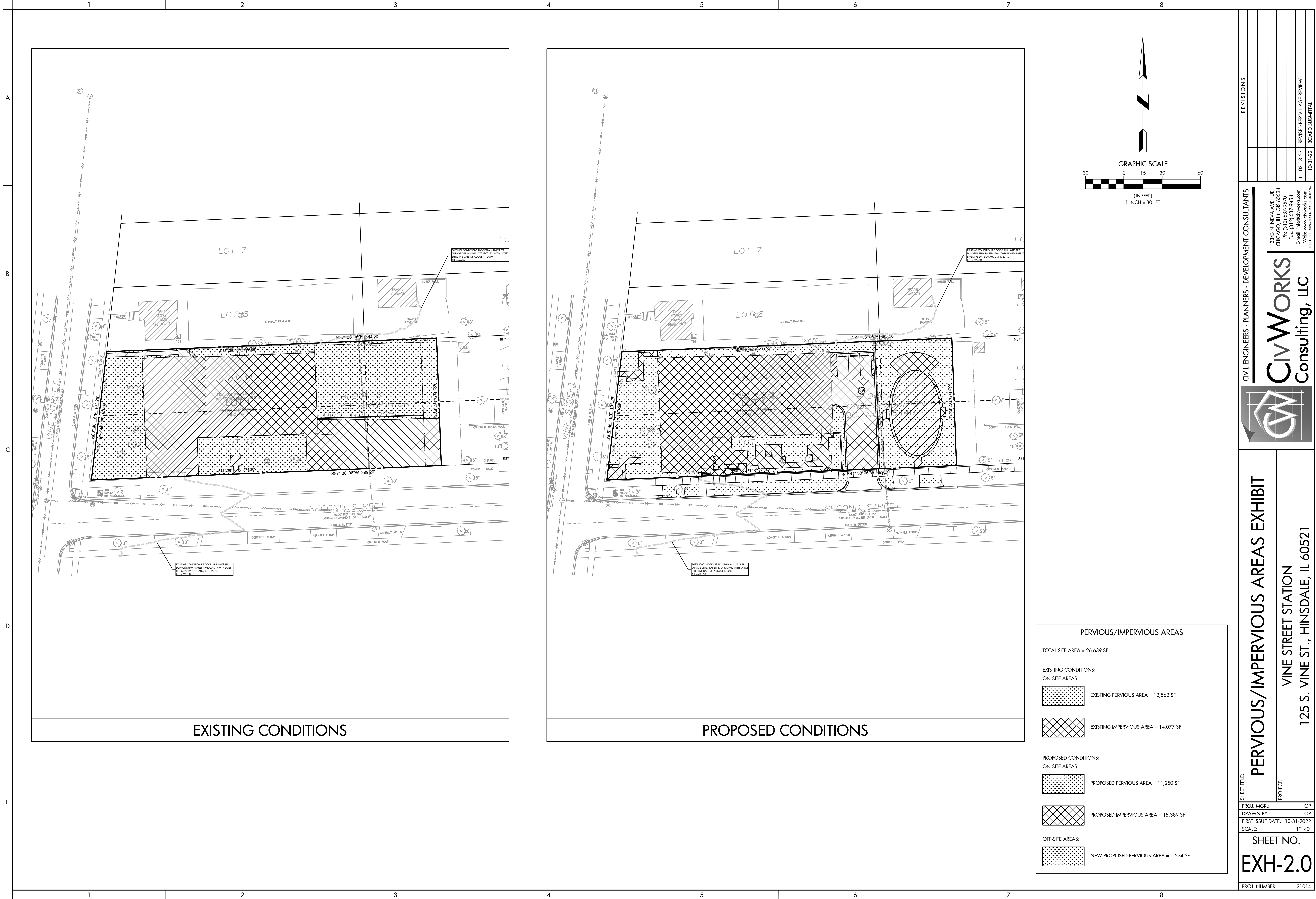
FINAL STORMWATER MANAGEMENT REPORT - DuPage County Tabular Submittal
Vine Street Station – 125 S. Vine Street, Hinsdale, IL

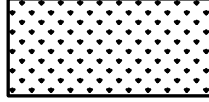
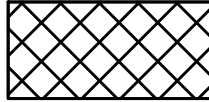



TAB 2 - EXHIBITS



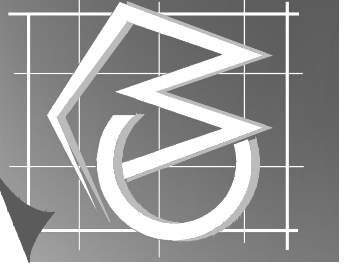
FINAL STORMWATER MANAGEMENT REPORT - DuPage County Tabular Submittal
Vine Street Station – 125 S. Vine Street, Hinsdale, IL

EXHIBIT 2.0 : PERVIOUS/IMPERVIOUS AREAS EXHIBIT



PERVIOUS/IMPERVIOUS AREAS	
TOTAL SITE AREA = 26,639 SF	
EXISTING CONDITIONS:	
ON-SITE AREAS:	
	EXISTING PERVIOUS AREA = 12,562 SF
	EXISTING IMPERVIOUS AREA = 14,077 SF
PROPOSED CONDITIONS:	
ON-SITE AREAS:	
	PROPOSED PERVIOUS AREA = 11,250 SF
	PROPOSED IMPERVIOUS AREA = 15,389 SF
OFF-SITE AREAS:	
	NEW PROPOSED PERVIOUS AREA = 1,524 SF

CIVIL ENGINEERS - PLANNERS - DEVELOPMENT CONSULTANTS



CivWorks Consulting, LLC

3343 N. NEVA AVENUE
CHICAGO, ILLINOIS 60634
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FAX: (312) 637-9424
Email: info@civworks.com
www.civworks.com
VILLAGE OF HINSDALE, ILLINOIS

REVISIONS

1	03-13-23	REVISED PER VILLAGE REVIEW
10-31-22		BOARD SUBMITTAL

PERVIOUS/IMPERVIOUS AREAS EXHIBIT

VINE STREET STATION
125 S. VINE ST., HINSDALE, IL 60521

SHEET NO.
EXH-2.0

PROJ. NUMBER: 21014

SHEET TITLE:

PROJECT:

PROJ. MGR.: OP

DRAWN BY: OP

FIRST ISSUE DATE: 10-31-2022

SCALE: 1"=40'

© CIVWORKS CONSULTING, LLC; THIS PLAN AND DESIGN ARE THE PROPERTY OF CIVWORKS CONSULTING, LLC. NO REPRODUCTION OF ANY PART OF THESE PLANS IS PERMITTED WITHOUT THE WRITTEN CONSENT OF CIVWORKS CONSULTING, LLC.



FINAL STORMWATER MANAGEMENT REPORT - DuPage County Tabular Submittal
Vine Street Station – 125 S. Vine Street, Hinsdale, IL

TAB 3 – FLOOD PLAIN SUBMITTAL

This tab is not required to be submitted because there is a regulatory flood plain established on the property and a General Certification is applicable for the development.

**DECLARATION OF
CONDOMINIUM
OWNERSHIP AND OF
EASEMENTS,
RESTRICTIONS,
COVENANTS AND
BY-LAWS FOR THE
VINE STREET STATION
CONDOMINIUM
ASSOCIATION**

THIS DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR THE VINE STREET STATION CONDOMINIUM ASSOCIATION (the "Declaration") is made and entered by HP VINE STREET STATION, LLC, an Indiana limited liability company (hereinafter referred to as the "Declarant");

WITNESSETH:

WHEREAS, the Declarant holds legal title to the parcel of real estate situated in the Village of Hinsdale, DuPage and Cook Counties, Illinois (hereinafter called the "Parcel") and legally described on Exhibit A attached hereto and by this reference made a part hereof; and

WHEREAS, The Declarant desires and intends by this Declaration to submit the Property as hereinafter defined, to the provisions of the Condominium Property Act of the State of Illinois, as amended from time to time (65 ILCS 605/1 *et seq.*, hereinafter called the "Act"); and is further desirous of establishing, for its own benefit and that of all future owners or occupants of the Property, and each part thereof certain easements and rights in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the use and maintenance thereof; and

WHEREAS, the name of the Condominium shall be the "Vine Street Station Condominiums"; and

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING MAIL TO: Lauren S. Kavanaugh, Esq. LK Law, LLC 119 South Vine Street Hinsdale, Illinois 60521 (630) 927-7676	PROPERTY ADDRESS AND P.I.N.: 125 South Vine Street Hinsdale, Illinois 60521 P.I.N. 09-12-110-006 09-12-110-007 09-12-110-014 09-12-110-015
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WHEREAS, the Declarant desires and intends that the several owners, mortgagees, occupants, and other persons acquiring any interest in the Property shall at all times enjoy the benefits of, and shall at all times hold the interests subject to, the rights, easements, privileges, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of ownership and to facilitate the proper administration of such Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

NOW THEREFORE, the Declarant, as the legal title holder of the Parcel, and for the purposes above set forth, **DECLARES AS FOLLOWS**:

ARTICLE I DEFINITIONS

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

1.01 **Association.** Vine Street Station Condominium Association, an Illinois not-for-profit corporation.

1.02 **Board.** The parties determined pursuant to Article V hereof, and who are vested with the authority and responsibility of administering the Property.

1.03 **Buildings.** The building is located on the Parcel, forming a part of the Property and containing the Units, as shown by the surveys depicting the respective floors of said Building, and all structures attached or unattached, containing one or more units.

1.04 **By-Laws.** The provisions for the administration of the Property including, but not limited to, assessment, maintenance, use, occupancy, sale, leasing and alienation, all as hereinafter set forth, or as the same may be from time to time duly amended. Articles V, VI and VII hereof shall constitute the By-Laws of the Association.

1.05 **Common Elements.** All portions of the Property except the Units, more specifically described in Section 3.01 hereof.

1.06 **Common Expenses.** The proposed or actual expenses affecting the Property, including reserves, if any, lawfully assessed by the Board, including, without limitation, the expenses of maintenance, repair, administration and operation of the Common Elements.

1.07 **Declaration.** This instrument by which the Property is submitted to the provisions of the Act, including such amendments, if any, to this instrument as may from time to time be adopted pursuant to the terms hereof.

1.08 **Declarant.** HP VINE STREET STATION, LLC, an Indiana limited liability company, its successors and assigns.

1.09 **Developer.** HOLLADAY PROPERTY SERVICES MIDWEST, INC., a Delaware corporation, its successors and assigns or such other persons or entities, as the Declarant may from time to time designate.

1.10 **Limited Common Elements.** A portion of the Common Elements so designated in this Declaration or on the Plat, as hereinafter defined, as being reserved for the use of a certain Unit or Units to the exclusion of other Units. Any portion of the Common Elements which by the terms of this Declaration or by its nature or location is clearly intended to serve exclusively a certain Unit or Units (but less than all of the Units) or the owner or owners thereof shall be deemed a Limited Common Element.

1.11 **Maintenance Fund.** All monies collected or received by the Board pursuant to the provisions of the Declaration.

1.12 **Majority of the Unit Owners.** Those Unit Owners, without regard to their number, who own more than fifty percent (50%) in the aggregate of the entire undivided ownership interest in the Common Elements. Any specified percentage of the Unit Owners shall mean those Unit Owners who, in the aggregate, own such specified percentage of the entire undivided ownership interest in the Common Elements.

1.13 **Occupant.** Person or persons, other than a Unit Owner, in possession of a Unit.

1.14 **Intentionally Omitted.**

1.15 **Parcel.** The entire tract of real estate above described, submitted to the provisions of the Act.

1.16 **Parking Area.** The area provided for parking vehicles as shown or referred to on the Plat.

1.17 **Parking Space.** A portion of the Parking Area intended for the parking of vehicles and each Parking Space shall be considered a Limited Common Element.

1.18 **Person.** A natural individual, corporation, limited liability company, partnership, trustee or other legal entity capable of holding title to real property.

1.19 **Plat.** The plats of survey of the Parcel and the Building and all of the Units in the Property submitted to the provisions of the Act, said Plat being attached hereto as Exhibit C and made a part hereof and recorded with the recording of this Declaration.

1.20 **Plat of Subdivision.** The Plat of Subdivision of Vine Street Station, as approved by the Board of Trustees on , 2023, as Ordinance No. , entitled and recorded with the DuPage County Recorder's Office as Document No. on , 2023.

1.21 **Planned Development.** The Vine Street Station Planned Development for the Developer's Vine Street Station Development, as approved by the Planned Development Ordinance as defined herein and as amended by any subsequent amending ordinances.

1.22 **Planned Development Ordinance.** The Ordinance approving the Planned Development approved by the Village of Hinsdale's President and Board of Trustees on , 2023, as Ordinance No. , entitled and recorded with the DuPage County Recorder's Office as Document No. , together with any subsequent amending ordinances.

1.23 **Property.** All the property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon including the Building, and the surface parking lot, and all easements, rights and appurtenances belonging thereto, and all fixture and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, as hereinafter defined, submitted to the provisions of the Act.

1.24 **Reserves.** Those sums paid by Unit Owners which are separately maintained by the Board for purposes specified by the Board, the Declaration or the Act.

1.25 **Unit.** A part of the Property within the Building designed and intended for any type of independent use, consisting of one or more rooms, occupying one or more floors or a part or parts thereof, and that are more specifically described hereafter in Article II.

1.26 **Unit Owner.** The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit Ownership.

1.27 **Unit Ownership.** A part of the Property consisting of one Unit and its undivided interest in the Common Elements appurtenant thereto.

1.28 **Village.** The Village of Hinsdale, an Illinois municipal corporation located in DuPage and Cook Counties, State of Illinois.

1.29 **Voting Member.** One person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners, excluding those members of the Board of Directors designated by the Developer or Declarant.

ARTICLE II UNITS

2.01 Description and Ownership.

(a) All Units are delineated on the Plat attached as Exhibit C and listed in Exhibit B and shall have lawful access to a public way or ways.

(b) Each Unit consists of the space enclosed and bounded up by the horizontal and vertical planes set forth in the delineation thereof on Exhibit C including, without limitation, pipes, ducts, flues, chutes, conduits, wires, and other utility, heating, cooling or ventilation systems or equipment to the extent and only to the extent serving only such Unit; and (anything herein to the contrary notwithstanding) excluding all structural components of the Building, the term "structural components" including structural columns or pipes, wires, conduits, ducts, flues, shafts, or public utility lines running through the Unit and forming a part of any system serving more than the Unit, or any components of communication or master antenna systems, if any, located in the Unit, whether or not any such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on Exhibit C. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on Exhibit C, and every such description shall be deemed good and sufficient for all purposes.

(c) Except as provided by the Act or as provided elsewhere herein, no Unit Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on Exhibit C.

(d) To the extent such data is available to the Declarant at the time this Declaration is filed, the Plat sets forth the measurements, elevations, locations and other data as required by the Act, with respect to (1) the Parcel and its exterior boundaries; (2) the Building and each floor thereof; and (3) each Unit in the Building and said Unit's horizontal and vertical dimensions. However, the Declarant hereby reserves unto itself and the Developer, the right, from time to time, as further data becomes available, to amend the Plat so as to set forth the more accurate or revised measurements, elevations, locations and other data required by the Act, with respect to the Building and the Units now or hereafter constructed on the Parcel.

In furtherance of the foregoing, a power coupled with an interest is hereby granted to the Declarant, acting by or through its duly authorized officers, its successors, or its designee, and to the Developer, its successors and assigns and their agents, and each of them singly, as attorney-in-fact, to amend the Plat, as described above, without notice to any Unit Owners. Each deed, mortgage or other instrument with respect to Unit, and the acceptance thereof, shall be deemed a grant of such power to each of said attorneys-in-fact, and acknowledgment of and consent to such power, and shall be deemed to reserve to each of said attorneys-in-fact the power to amend the Plat, as described above.

2.02 Certain Structures Not Constituting Part of a Unit. Except as a tenant in common with all other Unit Owners, no Unit Owner shall own any structural components of the Building, including structural columns or pipes, wires, conduits, ducts, flues, shafts, or public utility lines running through his Unit and forming a part of any system serving more than his Unit, or any components of communication systems, if any, located in his Unit, whether or not any such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit.

2.03 Real Estate Taxes. It is understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements as provided in the Act; provided, however, until such time as separate real estate tax bills are issued with respect to each Unit, the real estate taxes imposed on the Property shall be included in the Common Expenses assessed pursuant to this Declaration.

ARTICLE III COMMON ELEMENTS

3.01 Description. The Common Elements shall consist of all portions of the Property, except the Units, and including the Limited Common Elements, unless otherwise expressly specified herein. The Common Elements include, without limitation and if applicable, any of the following items, if any, located at the Property: the walls, roof, hallways, stairways, entrances and exits, security systems, mechanical equipment areas, loading docks, roof deck or outdoor terraces, (unless specifically identified on Exhibit C as a Limited Common Element), mail rooms, trash rooms, master television antenna system (whether leased or owned), fire escapes, pipes, ducts, flues, shafts, electrical wiring and conduits (except pipes, ducts, flues, shafts, electrical wiring and conduits situated entirely within a Unit and serving only such Unit), central water heating, central heating and ventilating systems servicing the Common Elements (but excluding those individual heating, cooling and ventilating systems or equipment situated entirely within a Unit and serving only such Unit), public utility lines, structural parts of the Building and all other portions of the Property except the individual Units. Structural columns located within the boundaries of a Unit shall be part of the Common Elements. Any references to "Common Elements" appearing on the Plat (except references to Limited Common Elements) shall be deemed solely for purposes of general information and shall not be limiting in any way, nor shall any such reference define the Common Elements in any way.

3.02 Ownership of Common Elements. Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth in Exhibit B attached hereto. The percentages of ownership interests set forth in Exhibit B have been computed and determined in accordance with the Act and shall remain constant and shall not be changed, except as specifically permitted under the Act or the Declaration without unanimous written consent of all Unit Owners and all mortgagees having bona fide liens of record against any of the Unit Ownerships. Said ownership interest in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership. The ownership of each Unit shall not be conveyed separate from the percentage of ownership in the Common Unit Elements corresponding to said Unit. The undivided percentage of ownership in the Common Elements corresponding to any Unit shall always be deemed conveyed or encumbered with any conveyance or encumbrance of that Unit, even though the legal description in the instrument conveying or encumbering said Unit may refer only to the fee title to that Unit.

3.03 Limited Common Elements. The Limited Common Elements are such parts of the Common Elements serving exclusively a single Unit or adjoining Units as an inseparable appurtenance thereto, as designated as such in this Declaration, including in the Plat, or which by the nature or location thereof, or by the terms of this Declaration, are clearly intended to be reserved for or for the use of one or more Units (but not all Units) to the exclusion of other Units. The Limited Common Elements appertaining to, or designated or reserved for or for the use of, or serving any Unit (alone or in conjunction with other Units) are hereinafter from time to time referred to as the Limited Common Elements of such Unit. The Limited Common Elements shall include, but shall not be limited to, the following: (a) the interior surface of the perimeter walls, ceilings and floors which define the boundary planes of a Unit; (b) perimeter doors and windows which serve exclusively a single Unit; (c) any system or component part thereof which serves a Unit exclusively, to the extent that such system or component part is located outside the boundaries of a Unit; (d) balconies or decks which serve exclusively a single Unit; and (e) Parking Spaces.

3.04 Use of Limited Common Elements. Each Unit Owner and Occupant shall have the right to (a) the exclusive use and possession of the Limited Common Elements serving exclusively the Unit of such Unit Owner, which right shall be appurtenant to and shall run with the title of such Unit, and shall not be separated from such Unit, and (b) the use and possession of the Limited Common Elements serving the Unit of such Unit Owner in common with one or more (but not all) other Units, which use and possession shall be to the exclusion of all other persons except the Unit Owner of any such other Unit to which such Limited Common Elements shall respectively appertain. The use of Limited Common Elements may be transferred between Unit Owners at their expense in accordance with the Act. Each such transfer shall be made by an Amendment to the Declaration executed by the Unit Owners, who are parties to the transfer, and by the Board.

3.05 Parking Spaces as Limited Common Elements. The legal description of each Parking Space Limited Common Element shall consist of the identifying symbol of such Parking Space as shown on Exhibit C and as allocated to certain Units as set forth in Exhibit B. The owner of each such Unit shall have, as a right and benefit appurtenant to his ownership of each Unit, that certain Parking Space allocated to his Unit as set forth in Exhibit B for his perpetual and exclusive use for parking purposes. Each deed, lease, mortgage, or other instrument affecting such Unit shall include the perpetual and exclusive use of the specific Parking Space so allocated and appurtenant thereto. Any such deed, lease, mortgage or other instrument purporting to affect a Unit without also including reference to the Parking Space appurtenant thereto shall be deemed and taken to include the said Parking Space and the perpetual and exclusive use thereof even though not expressly mentioned or described therein.

ARTICLE IV GENERAL PROVISIONS AS

TO UNITS AND COMMON ELEMENTS

4.01 **Submission of Property to the Act.** The Property is hereby submitted to the provisions of the Act.

4.02 **No Severance of Ownership.** No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to his Unit Ownership without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

4.03 **Easements**

(a) **Encroachments.** In the event that (i) by reason of the construction, repair, settlement or shifting of the Building, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or any other Unit; or (ii) by reason of the design or construction of any Unit, it shall be necessary or advantageous to a Unit Owner to use or occupy any portion of the Common Elements for any reasonable use appurtenant to said Unit, which will not unreasonably interfere with the use or enjoyment of the Common Elements by any other Unit Owner; or (iii) by reason of the design or construction of utility and ventilation system, any mains, pipes, or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit; then in any such case, valid easements for maintenance of such encroachment and for such use of the Common Elements are hereby established and shall exist for the benefit of such Unit, or the Common Elements, as the case may be, so long as all or any part of the Building shall remain standing; provided, however, that in no event shall a valid easement for any encroachment or use of the Common Elements be created in favor of any Unit Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by any other Unit Owner or has been created by the Unit Owner or his agent through intentional, willful or negligent conduct.

(b) **Easements for Utilities and Commercial Entertainment.** Subject to compliance with any Village ordinances, rules and regulations, including any location restrictions, Commonwealth Edison, Nicor Gas, the Village, and all other suppliers of utilities serving the Property and any person providing television, internet services or other similar entertainment, computer, or electronic use to any Unit Owners or to the Property, are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes and wires and other equipment into, over, under, along and on any portion of the Common Elements for the purpose of providing the Property with utility and entertainment services, together with the reasonable right of ingress to and egress from the Property for said purpose; and the Declarant, Board or Association may hereafter grant other or additional easements for utility purposes and for other purposes including such easements as the Developer or the Declarant may from time to time request including, but not limited to, such easements as may be required to construct, keep and maintain improvement upon the Common Elements, for the benefit of the Property, over, under, along and on any portion of said Common Elements, and each Unit Owner hereby grants the Board or Association an irrevocable power of attorney to execute, acknowledge and record for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing (provided that with respect to all easements granted hereby or pursuant hereto, no Unit Owner shall be deprived of, or be subjected to material interference with, the use of his Unit or any Limited Common Element serving his Unit, other than reasonably and temporarily). Easements are also hereby declared and granted to install, lay,

operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines, entertainment lines, components of the communications systems, if any, or structural components, which may run through the walls of a Unit and which constitute or will constitute Common Elements, whether or not such walls lie in whole or in part within the Unit boundaries. Furthermore, easements are hereby granted to the suppliers of water to the Units to maintain and repair any meter located in a Unit, together with the reasonable right of ingress to and egress from the Unit for said purpose.

The Board may hereafter grant other or additional easements for utility or commercial entertainment purposes for the benefit of the Property over, under, along and on any portion of said Common Elements, and each Unit Owner and each mortgagee of a Unit hereby grants the Board an irrevocable power of attorney coupled with an interest to execute, acknowledge and record in the name of such Unit Owner, such instruments as may be necessary or appropriate to effectuate the foregoing.

The Declarant hereby reserves to itself and the Association, and their respective successors and assigns, the right, without notice to, or the consent of, any Unit Owner or mortgagee of a Unit: (i) to record a supplement to the Plat showing the location of any or all of such utility or commercial entertainment conduits, cables, pipes, electrical wiring, transformers and switching apparatus and other equipment "as built" and (ii) to record, from time to time, additional supplements, showing additions, modifications and deletions to any or all of such conduits, cables, pipes, electrical wiring, transformers and switching apparatus and other equipment. Once the location of the easement to any such utility or other entity is shown by any supplement or additional supplement to the Plat as aforesaid, the easement granted by this Section 4.03(b) to such utility or other entity shall be limited to the area or areas located within ten feet on either side of the equipment of such utility or other entity shown on such supplement or additional supplement. A power coupled with an interest is hereby granted to the Declarant and the Association, acting by and through their respective duly authorized officers, their respective successors, assigns, agents and designees, and each of them singly without the other's concurrence, as attorney-in-fact to do or cause the foregoing to be done. The acceptance of each deed, mortgage, trust deed or other instrument with respect to a Unit shall be deemed a grant of such power to each of said attorneys-in-fact, an acknowledgment of a consent to such power, and shall be deemed to reserve to each of said attorneys-in-fact the power to record any and all such supplements.

(c) **Blanket Easement in Favor of Developer and Other Parties and Other Easements.** The right of the Unit Owners to use and possess the Common Elements as set forth in Section 4.04(a) hereof shall be subject to a blanket easement over the Common Elements in favor of the Declarant and Developer, and their respective representatives, agents, associates, employees, contractors, subcontractors, tenants, successors and assigns for the purpose of (i) access and ingress to and egress from the Common Elements, (ii) construction, installation, repair, replacement and restoration of utilities, the Building, landscaping and any other improvements on the Parcel, and (iii) the installation and maintenance of signs advertising the Units on the Parcel and signs directing potential purchasers to the sales office and models erected in connection with such residences. The foregoing easements shall continue until such time as neither the Declarant nor the Developer holds legal title to, or the beneficial interest in any trust holding legal title to, any Units, at which time such easements shall cease and be of no further force and effect without the necessity of any further action. The foregoing easements shall be deemed and taken to be covenants running with the land.

(d) **Easements to Run with Land.** All easements and rights described herein are easements appurtenant running with the land, and so long as the Property is subject to the provisions of this Declaration, shall remain in full force and effect, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Unit Owner, purchaser, mortgagee and

other person having an interest in the Property, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to respective grantees, mortgagees and trustees of such Unit Ownerships as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

(e) **Open Space Easement for Benefit of Public.** An Open Space Easement for use by the general public for passive recreation has been imposed on the area adjacent to Vine Street in the Plat of Subdivision. Said Easement provides for access to the Open Space Easement area to the general public during hours as specified by the Association, but in no event less than twelve (12) hours per day.

4.04 Use of the Common Elements

(a) **General.** Subject to the provisions of this Declaration, each Unit Owner shall have the nonexclusive right to use the Common Elements (except the Limited Common Elements) in common with the other Unit Owners. As may be required for the purpose of ingress and egress to, and use, occupancy and enjoyment of, the respective Unit owned by such Unit Owner, and such other incidental uses as are permitted by this Declaration. Each Unit Owner shall have the right to the use and possession of the Limited Common Elements serving his Unit, in common with other Unit Owners, if any, having right thereto pursuant to this sentence and with all other parties to whom such rights extend pursuant to Section 3.04(b) of this Declaration, and to the exclusion of all other parties. Such rights to use and possess the Common Elements, including the Limited Common Elements, shall be subject to and be governed by the provision of the Act, this Declaration, and rules and regulations of the Association.

(b) **Guest Privileges.** The aforesaid rights shall extend to the Unit Owner and the members of the immediate family and authorized occupants, tenants, guests, visitors, agents, servants, invitees, customers and licensees of the Unit Owner, subject to reasonable rules and regulations with respect thereto.

(c) **Disclaimer of Bailee Liability.** Notwithstanding anything to the contrary contained in this Declaration, neither the Board, the Association, any Unit Owner, the Declarant, nor the Developer shall be considered a bailee of any personal property stored in the Common Elements and shall not be responsible for the security of such personal property or for any loss or damage therein, whether or not due to negligence.

4.05 Maintenance, Repairs and Replacements.

(a) **The Association.** At its own expense, the Association shall be responsible for:

(i) All of the maintenance, repair, and replacement of those portions, if any, of each Unit which contribute to the support of the Building excluding, however, all windows, all exterior doors and the interior surfaces of walls, ceiling and floors. In addition, the Association shall maintain, repair, and replace all pipes, wires, conduits, ducts, flues, shafts, and other facilities for the furnishing of utility services which may be located within the Unit boundaries and forming part of any system servicing more than one Unit, as specified in Section 2.02 hereof, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual Unit Owner under

paragraph (b) below, or any other provision of this Declaration. Maintenance, repairs, and replacements of the Common Elements shall be furnished by the Association acting by and through the Board as part of the Common Expenses, subject to the By-Laws or rules and regulations of the Association.

(ii) All of the maintenance repair, and replacements of the Limited Common Elements benefiting a Unit, in whole or in part, except to the extent as otherwise directed by the Board or as is otherwise provided herein, shall be performed by the Association. Each Unit Owner shall be individually responsible for the repair, maintenance and replacement of all door and window locks and hardware with respect to which each Unit Owner is entitled to the exclusive use. The cost of such maintenance repairs, and replacements of the Limited Common Elements shall be furnished by the Association acting by and through the Board as part of the Common Expenses, subject to the By-Laws or rules and regulations of the Association.

(iii) All of the maintenance, repair and replacements of the area adjacent to Vine Street marked as an Open Space Easement for use by the general public for passive recreation on the Plat of Subdivision shall be performed by the Association at its expense.

(b) **By the Unit Owner.** Except as otherwise provided in paragraph (a) above or paragraph (c) below, each Unit Owner shall furnish and be responsible for, at its own expense:

(i) All of the maintenance, repairs and replacements within his own Unit, all doors appurtenant thereto, and all internal installations of such Unit such as air conditioning units, refrigerators, ranges, and other kitchen appliances, lighting fixtures and other electrical fixtures and plumbing, and any portion of any other utility service facilities located within the Unit; provided, however, that such maintenance, repairs and replacements as may be required for the bringing of water, electricity and natural gas to the Units, shall be furnished by the Board as part of the Common Expenses.

(ii) All of the decorating within his own Unit (initially and thereafter from time to time), including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the common walls and the interior surfaces of the vertical perimeter walls, floors and ceiling of his Unit, and such Unit Owner shall maintain such portions in good condition at his sole expense as may be required from time to time. Except with respect to improvements in place as of the date of the recording of this Declaration and except as to improvements made by the Declarant or the Developer, each Unit Owner who shall elect to install in any portion of his Unit (other than in bath and powder rooms) hard surface floor covering (i.e., tile, slate, ceramic, parquet, etc.) shall be first required to install a sound absorbent under cushion of such kind and quality as to prevent the transmission of noise to another Unit, the Board may, in addition to exercising all of the other remedies provided for in this Declaration for breach of any of the provisions hereof, require such Unit Owner to cover all non-conforming work with carpeting, or may require removal of such non-conforming work, at the expense of the offending Unit Owner. The interior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Unit Owner. The use of and the covering of the interior surfaces of such windows, whether by draperies, shades, or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Board as may be imposed from time to time.

(c) In the event that any repair or replacement to the Common Elements (including Limited Common Elements) is made necessary by reason of any act or occurrence for which insurance is maintained by the Board pursuant to Section 5.08 hereof and for which insurance proceeds are available as provided in Section 8.01 hereof, the Association, at its expense to the extent of such proceeds, and subject to Section 4.07 hereof, shall be responsible for the repair or replacement of such Common Elements.

(d) **Nature of Obligation.** Nothing herein shall be construed to impose a contractual liability upon the Association for maintenance, repair and replacement, but the Association's liability shall be limited to damages resulting from negligence. The respective obligations of the Association and Unit Owners set forth in this Declaration shall not be limited, discharged or postponed by reason of the fact that any such maintenance, repair or replacement is required to cure a latent or patent defect in material or workmanship in the construction of the Building, nor because they may become entitled to proceeds under policies of insurance. In addition, and notwithstanding anything, herein above to the contrary, no Unit Owner shall have a claim against the Board or Association (or against the Declarant or Developer) for any work ordinarily the responsibility of the Board or Association, but which the Unit Owner himself has performed or paid for, unless the same shall have been agreed to in advance by the Board or Association or the Declarant.

4.06 Negligence of Unit Owner. If, due to the willful misconduct or negligent act or omission of a Unit Owner, or a member of his family or household pet or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be reasonably determined by the Board.

4.07 Joint Facilities. To the extent that equipment, facilities and fixtures within any Unit shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owner shall be in all respects reasonable as it affects the other Unit Owners. If such equipment, facilities and fixtures constitute facilities then the use thereof by Unit Owners shall be subject to the terms hereof. The authorized representatives of the Association of the Board, or of the manager or managing agent for the Building, shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance, repairs, or replacements of or to the Common Elements or any equipment, facilities, or fixtures affecting or serving other Units or the Common Elements, or any Facilities.

4.08 Additions, Alterations or Improvements

(a) The Board may authorize and charge as a Common Expense (or in the case of Limited Common Elements may charge the Unit Owners benefited thereby) the cost of the additions, alterations, or improvements to the Common Elements. The cost of any such work to the Common Elements may be paid out of a special assessment.

(b) Except as otherwise provided in Section 7.01(a) hereof, no additions, alterations or improvements shall be made by a Unit Owner to any part of the Common Elements and no additions, alterations or improvements shall be made by a Unit Owner to his Unit (where such work alters the structure of the Unit or increases the cost of insurance required to be carried by the Board hereunder) without the prior consent of the Board. Additions, alterations or improvements to Common Elements or to an individual Unit which require a building permit to be issued by the Village must first be

approved by the Association, prior to such building permit being applied for from the Village. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement by a Unit Owner upon the Unit Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set, or (ii) to pay to the Association from time to time the additional cost of maintenance and/or insurance as a result of the addition, alteration or improvement. If an addition, alteration or improvement is made by a Unit Owner without the prior written consent of the Board, then the Board may, in its discretion, take any of the following actions:

(i) Require Unit Owner to remove the addition, alteration or improvement and restore the Property to its own original condition, all at the Unit Owner's expense; or

(ii) If the Unit Owner refuses or fails to properly perform the work required under (i), the Board may cause such work to be done and may charge the Unit Owner for the cost thereof as determined by the Board; or

(iii) Ratify the action taken by the Unit Owner, and the Board may (but shall not be required) to condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

(c) Additions, alterations or improvements affecting the Planned Development and/or any provisions shown in the Village's approved Planned Development Ordinance(s) shall require specific Village approval of an amendment to such ordinance. In the event of a conflict in the provisions of such Planned Development Ordinance and this Declaration, the Planned Development Ordinance shall prevail.

4.09 Street and Utilities Dedication. At a meeting called for such purpose, two-thirds (2/3) or more of the Unit Owners may elect to dedicate a portion of the Common Elements to a public body for use as, or in connection with, a street or utility or for other public purposes.

ARTICLE V ADMINISTRATION

5.01 Administration of Property. The direction and administration of the Property shall be vested in the Board of Directors (herein sometimes referred to as the "Board") which shall consist of three (3) persons, except as provided in Section 5.06 hereinafter, who shall be elected in the manner hereinafter set forth: provided, however, that, irrespective of anything else contained in this Declaration, for a period commencing on the date this Declaration is executed and ending upon the qualification of the directors elected at the initial meeting of Voting Members to elect the First Unit Owner's Board (as hereinafter defined), the Declarant or Developer shall have the right to designate and select the persons who shall serve as members of the Board or to exercise the powers of the Board as provided in the Act, except as otherwise provided in Section 5.06. Except for directors so designated by the Declarant or Developer, each member of the Board shall be one of the Unit Owners; provided, however, that in the event a Unit Owner is a limited liability company, corporation, partnership, trust or other legal entity other than a natural person or persons, then any designated agent of such company, corporation, partnership, or other legal entity, or beneficiary of such trust, shall be eligible to serve as a member of the Board. If a Unit Owner owns more than one Unit and is a company, corporation, partnership, trust or other legal entity, other than a natural person, then any number of agents or beneficiaries of such Unit Owner may be directors, provided that the number of such Unit Owner's agents or beneficiaries who become

directors shall not exceed the number of Units owned by such Unit Owner. If a director fails to meet such qualifications during his term, he shall thereupon cease to be a director, and his place on the Board shall be deemed vacant.

5.02 **Association.** The Association has been formed prior to the recording hereof as a not-for-profit corporation under the General-Not-for-Profit Corporation Act of the State of Illinois and for the purposes and having the powers described in the Act, and having the name (or a name similar thereto) VINE STREET STATION CONDOMINIUM ASSOCIATION and the Board of Directors of the Association shall be deemed to be the "Board of Managers" for the Unit Owners as referred to in the Act. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the use and benefit of Unit Owners in accordance with the provisions contained herein. Each Unit Owner shall be a member of the Association so long as he shall be a Unit Owner, such membership shall automatically terminate when he ceases to be a Unit Owner, and upon the transfer of his ownership interest the transferee thereof shall likewise succeed to such membership in the Association. The Association shall have one class of membership.

5.03 **Voting Rights.**

(a) Except as otherwise provided in Section 5.03(b) herein, there shall be one (1) person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as a "Voting Member". Such Voting Member may be the Unit Owner or one of the groups composed of all the owners of a Unit Ownership, or be some person designated by such Unit Owner or Unit Owners or his duly authorized attorney-in-fact to act as proxy on his or their behalf and who must be a Unit Owner. Such designation shall be made in writing to the Board, shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Unit Owner or his duly authorized attorney-in-fact, shall bear the date of its execution and shall be invalid after eleven (11) months from date of execution unless otherwise provided in the proxy. Any of such Unit Owners may be present at any meeting of the Voting Members and (those constituting a group acting as a single Voting Member) may vote or take any other action as a Voting Member either in person or by proxy. The person(s) designated by the Declarant with respect to any Unit Ownership owned by the Declarant shall also have the right to vote at any meetings of the Board for so long as the Declarant shall retain the right to so designate a Board member. If a Unit Owner is a trust, then the voting rights of such Unit Owner may be exercised by a beneficiary of such trust, and if a Unit Owner or such a beneficiary is a corporation, limited liability company, or partnership, then the voting rights of said Unit Owner or beneficiary may be exercised by an officer, partner, member, manager or employee of such Unit Owner or beneficiary. The total number of votes of all Voting Members shall be one hundred (100), and each Unit Owner or group of Unit Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his or their Unit Ownership as set forth in Exhibit B; provided that when thirty (30%) percent or fewer of the Units, by number, possess over fifty (50%) percent in the aggregate of the votes in the Association, any percentage vote of Unit Owners specified herein shall require the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to limits that would otherwise be applicable.

(b) In the event the ownership of a Unit is composed of more than one Person, then if only one of the multiple owners of a Unit is present at a meeting of the Association, then such owner shall be entitled to cast all of the votes allocated to that Unit. In the event more than one owner of a Unit is present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority of interest of the group of owners comprising the Unit Owner. Majority agreement shall be

deemed to have occurred if any one of the multiple owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.

(c) The Association may, upon adoption of the appropriate rules by the Board, conduct elections by secret ballot whereby the voting ballot is marked only with the percentage interest for the Unit and the vote itself, provided that the Board further adopts rules to verify the status of the Unit Owner issuing a proxy or casting a ballot. A candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of ballots at such election.

(d) In the event of a resale of a Unit, the purchaser of a Unit from a seller other than the Developer pursuant to an installment contract for purchase shall during such times as he or she resides in the Unit be counted toward a quorum for purpose of election of members of the Board at any meeting of the Unit Owners called for purposes of electing members of the Board, shall have the right to vote for the election of members of the Board and to be elected to and serve on the Board unless the seller expressly retains in writing any or all of such rights. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office or be elected and serve on the Board. Satisfactory evidence of the installment contract shall be made available to the Association or its agent.

5.04 Meetings.

(a) **Quorum.** Meetings of the Unit Owners shall be held at the Property or at such other place in DuPage County, Illinois, as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of at least sixty-six (66%) percent of the Unit Owners shall constitute a quorum unless the Unit Owners, in accordance with the Act, provide otherwise. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Unit Owners at which a quorum is present upon the affirmative vote of the Unit Owners having a majority of the total votes present at such meeting.

(b) **First Unit Owners Board and Annual Meeting.** The initial meeting of the Voting Members shall be held upon no less than twenty-one (21) and no more than thirty (30) days written notice given by the Declarant or Developer. Said initial meeting which shall elect the "First Unit Owners Board", shall be held no later than the first to happen of: (i) sixty (60) days after the date the Declarant has sold and delivered its deed for at least seventy-five (75%) percent of the Units; or (ii) three (3) years from the date of the recording of this Declaration, provided, however, that the words "seventy-five percent (75%) of the Units" as used in the preceding clause of this sentence shall mean 75% of the sum of the Units listed on Exhibit B attached hereto. Thereafter, there shall be an annual meeting of the Voting Members on the second Tuesday of December following such initial meeting, and on the second Tuesday of December of each succeeding year thereafter at 7:30 P.M., or at such other reasonable time or date as may be designated by written notice of the Board delivered to the Voting Members.

(c) **Special Meetings.** Special meetings of the Voting Members may be called at any time after the initial meeting provided for in Section 5.04(b) hereof for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the Voting Members, or for any other reasonable purpose provided, however, that the following matters shall require the approval of Voting Members having not less than two-thirds (2/3) of the total votes: (i) the merger or consolidation of the Association; (ii) the sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the Association; and (iii) the

purchase or sale or lease of Units or other real estate on behalf of all Unit Owners. Special meetings may be called by written notice authorized by a majority of the Board, the President of the Board, or by sixty-six percent (66%) of the Unit Owners, and delivered not less than ten (10) days and no more than thirty (30) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered. Matters to be submitted to the Unit Owners at special membership meetings shall be submitted by the Board.

5.05 Notices of Meetings. Except as otherwise provided herein, notices of meetings of the Voting Members required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notices, or to the Unit of the Unit Owner with respect to which such voting right appertains, if no address has been given to the Board, provided that any such notice shall be delivered no less than ten (10) and no more than thirty (30) days prior to the date fixed for such meeting and shall state the time, place and purpose of such meeting.

5.06 Board of Directors.

(a) The initial Board of Directors designated by the Declarant or Developer pursuant to Section 5.01 hereof shall consist of three (3) directors who shall serve without compensation. Such initial Board shall serve for a period commencing on the date this Declaration is recorded and ending upon the qualification of the directors elected at the First Unit Owners Board initial meeting of Voting Members held as provided in Section 5.04(b) hereof, at which time three (3) directors shall be elected. Said initial Board may, on behalf of the Declarant or Developer, exercise the rights reserved in Section 15.01 hereof. At the First Unit Owners Board initial meeting of Voting Members held as provided in Section 5.04(b) hereof, the Voting Members shall elect the Board. In all elections for members of the Board, each Voting Member shall be entitled to vote on a non-cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Members of the Board elected at the First Unit Owners Board initial meeting shall serve until the first annual meeting. At the first annual meeting, three (3) Board members shall be elected. The two (2) persons receiving the highest number of votes shall be elected to a term of two (2) years and the one (1) person receiving the next highest number of votes shall be elected to a term of one (1) year. The election as between candidates receiving the same number of votes shall be determined by lot. All members of the Board shall be elected at large. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting, successors shall be elected for a term of two (2) years each. The Voting Members owning at least two-thirds (2/3) of the Units may from time to time at any annual or special meeting change the term of office of Board members. Members of the Board shall receive no compensation for their services. Vacancies on the Board shall be filled by the Board by a unanimous vote of the remaining members thereof until the next annual meeting of the Voting Members or for a period terminating no later than thirty (30) days following the filing of a petition signed by Voting Members holding sixty-six percent (66%) of the votes of the Association requesting a meeting of the Voting Members to fill the vacancy for the balance of the term. A meeting of the Voting Members shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the Voting Members filing of a petition signed holding sixty-six percent (66%) of the votes of the Association requesting such a meeting. Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt; provided, however, that (i) each Unit Owner shall be entitled to notice in the same manner as provided in Section 5.05 hereof, of any meeting of the Board called for the purpose of considering the adoption of the proposed annual budget or any increase or establishment of an assessment; and (ii) the

Board shall meet no less than four (4) times each year. Two-thirds (2/3) of the total number of members on the Board shall constitute a quorum. Any member of the Board may succeed himself.

(b) In the event the Board adopts a budget requiring assessment or any separate assessment which would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Board, upon written petition by the Voting Members with sixty-six percent (66%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Voting Members within thirty (30) days of the date of filing of the petition to consider the budget or separate assessment. Unless a majority of the total votes of Voting Members present are cast at the meeting to reject the budget or separate assessment, the budget shall be deemed to be ratified. Any common expense not set forth in the budget or any increase in assessments over the amount adopted in the budget shall be separately assessed against all Unit Owners. Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Unit Owner approval. As used herein, "emergency" means an immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Unit Owners. Assessments for additions and alterations to the Common Elements or to Association-owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of two-thirds of the total votes of all Unit Owners. If the Board adopts separate assessments payable over more than one fiscal year, and the multi-year assessment is not for an emergency or mandated by law, the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.

(c) The Board shall elect from amongst its members a President who shall preside over both its meeting and those of the Voting Members, and who shall be the chief executive officer of the Board and the Association and who shall be designated to mail and receive all notices and execute all amendments hereto as provided herein and in the Act, a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members and who shall, in general, perform all the duties incident to the Office of the Secretary, and a Treasurer to keep the financial records and books of account, such additional officers as the Board shall see fit to elect from amongst the members of the Board. The term of office for each officer shall be until the next succeeding annual meeting of the Board, and until his successor shall be duly elected or appointed and qualified pursuant hereto. Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of the Board. Any director elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds. Any officer may be removed for cause at any time by a vote of two-thirds (2/3) of the total membership of the Board at a special meeting hereof. Any officer may succeed himself.

(d) Written notice stating the place, date and hour of any meeting of the Board shall be delivered to each member of the Board not less than five (5) days prior to the date of such meeting. The purpose for which the meeting is called shall be stated in the notice.

(e) All meetings of the Board, except as otherwise provided by the Act, shall be open to attendance by any Unit Owner, and notice thereof, except as otherwise provided herein, shall be mailed or delivered to each Unit Owner not less than forty-eight (48) hours prior thereto unless a written waiver of such notice is signed by such Unit Owner before the meeting is convened. Any vote on matters which may, under the Act, be discussed in a meeting not open to attendance by any Unit Owners, shall be taken at a meeting or portion thereof open to any Unit Owners. Any Unit Owner may record the proceedings at meetings or portions thereof required to be open under the Act by tape,

film, or other means provided, however, that the Board may prescribe reasonable rules and regulations to be given the right to make such recordings. A copy of such notice of meeting required to be given hereunder shall be posted in a conspicuous place in the Building at least forty-eight (48) hours prior to the time fixed for such meeting.

(f) Within sixty (60) days following the election of the First Unit Owners Board, the Developer or the Declarant shall deliver to the Board the following:

(i) All original documents as recorded or filed pertaining to the Property, its administration, and the Association, such as this Declaration, Articles of Incorporation for the Association, other condominium instruments, annual reports, a minute book containing the minutes of any meetings held by the Association and any rules and regulations governing the Property, contracts, leases or other agreements entered into by the Association. If any original documents are unavailable, a copy may be provided if certified by affidavit of the Developer, or an officer or agent of the Developer, as being a complete copy of the actual document recorded as filed.

(ii) A detailed accounting by the Developer, setting forth the source and nature of receipts and expenditures in connection with the management, maintenance and operation of the Property and copies of all insurance policies and a list of any loans or advances to the association which are outstanding.

(iii) Any association funds on hand which shall have been at all times segregated from any other funds of the Developer.

(iv) A schedule of all real or personal property, equipment and fixtures owned by the Association, including documents such as invoices or bills of sale, if available, evidencing transfer of title to such property, warranties, if any, for all real and personal property and equipment, deeds, title insurance policies, and all tax bills.

(v) A list of all litigation, administrative action and arbitrations involving the Association, any notices of governmental bodies involving actions taken or which may be taken by the Association, engineering and architectural drawings and specifications as approved by any governmental authority, all other documents filed with any other government authority, all governmental certificates, correspondence involving enforcement of any Association requirements, copies of any documents relating to disputes involving Unit Owners and originals of all documents relating to everything listed in this subparagraph.

(g) Except for directors designated by Declarant or Developer pursuant to Section 5.01 hereof, any Board member may be removed from office, at any time after the election of directors at the First Unit Owners Board meeting of Voting Members pursuant to Section 5.06(a) hereof, by affirmative vote of the Voting Members owning at least two-thirds (2/3) of the Units, at any special meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by the Voting Members at the same meeting or any subsequent meeting called for that purpose.

(h) The Association (or the Declarant or Developer, in exercise of the powers reserved in Section 15.01 hereof), shall furnish any Unit Owner, within three (3) working days of delivery to it of a request thereof, the names and addresses (if known), and the number of votes of each Unit Owner

entitled in vote at the initial meeting of the Voting Members to elect member of the Board and at each subsequent meeting of the Voting Members to elect members of the Board.

(i) The Board shall require (1) that all officers, employees or other persons who either control or disburse funds of the Association shall furnish fiduciary insurance coverage which covers the maximum amount of funds that will be in the custody of the Association plus the Association Reserve, the premium cost of which shall be paid by the Association and (2) that all Management Companies which are responsible for funds held or administered by the Association, if any, shall maintain and furnish a fidelity bond to the Association for the maximum amount of coverage which is available to protect funds in the custody of the Management Company at one time, the premium cost of which shall be paid by the Association. "Management Company" shall be defined as a person, partnership, limited liability company, corporation, or other legal entity entitled to transact business on behalf of others, acting on behalf of or as an agent for a Unit Owner, Unit Owners or Association of Unit Owners for the purpose of carrying out the duties, responsibilities, and other obligations necessary for the day-to-day operation and management of any property subject to the Act. For purposes of this paragraph, the term "Fiduciary Insurance Coverage" shall be defined as both a fidelity bond and directors and officer's liability coverage, the fidelity bond in the full amount of the Association funds and Association Reserves that will be in the custody of the Association, and the directors and officers liability coverage at a level as shall be determined to be reasonable by the Board, if not otherwise established by the Declaration or Bylaws.

5.07 General Powers of the Board. The Board shall have the following general powers:

(a) Subject to the rights reserved by the Declarant or Developer pursuant to Section 15.01 hereof, the Board may engage the services of an agent to manage the Property for which the Board is responsible pursuant to this Declaration, to the extent deemed advisable by the Board; provided, however, that any agreement for professional management, except as hereinafter provided, shall provide for termination by the Board without cause upon not more than ninety (90) days written notice without payment of a termination fee, provide for termination with cause by the Board of thirty (30) days written notice without payment for termination fee and shall have a term not to exceed one (1) year, renewable by agreement of the parties for successive one (1) year periods. The initial agreement for professional management may provide for a monthly rate and subject to such terms as are consistent with competitive rates and terms prevailing in the area in which the Property is located expiring two (2) years from the date of the initial meeting for the election of the First Unit Owners Board, subject to termination for cause by the Association upon thirty (30) days written notice without payment of a termination fee. The management agreement shall require the management agent to furnish a fidelity bond in such amounts and with such provisions as contained in Section 5.08 (a)(v).

(b) The Board or its agents, upon reasonable notice, may enter any Unit when necessary in connection with any maintenance, repair, replacement or construction of the Common Elements or to make emergency repairs as may be necessary to prevent damage to the Common Elements or to any other Unit or Units.

(c) Except as otherwise provided in the Budget, the Board's powers hereinafter enumerated shall be limited in that the Board shall have no authority to acquire and pay for from the maintenance fund any capital additions to, or capital improvements to the Common Elements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration, requiring an expenditure in excess of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) without in each case the prior written approval of Unit Owners owning at

least two-thirds (2/3) of the Units. For the purpose of this subsection, capital additions and capital improvements shall include structural and non-structural additions and improvements.

(d) All arrangements, contracts, deeds, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the Treasurer and counter-signed by the President of the Board.

(e) The Board shall have the power and duty to provide for the designation, hiring, and removal of employees and other personnel, including lawyers and accountants, to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management, and operation of the Property, and to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be employees of the managing agent), provided that the Board may not enter into a contract with a current Board member or with a corporation, company or partnership in which a Board member has a twenty-five percent (25%) or more interest, unless notice of intent to enter into the contract is given to the Unit Owners within twenty (20) days after a decision is made to enter into the contract and the Unit Owners are afforded an opportunity by filing a petition signed by sixty-six percent (66%) of the Unit Owners, for an election to approve or disapprove the contract, such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition.

(f) The Board shall have the power to exercise all other powers and duties of the Board of Directors of Unit Owners as a group referred to in the Declaration or the Act. More specifically, the Board shall exercise for the Association all powers, duties and authority vested therein by law or the condominium instruments except for such powers, duties and authority reserved thereby to the members of the Association. The powers and duties of the Board shall include, but shall not be limited to, the following matters:

(i) Operation, care, upkeep, maintenance, replacement and improvement of the Common Elements in a neat and orderly manner;

(ii) Preparation, adoption and distribution of the annual budget for the Property;

(iii) Levying of assessments;

(iv) Collection of assessments from Unit Owners;

(v) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements;

(vi) Obtaining adequate and appropriate kinds of insurance;

(vii) Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to or purchased by it;

(viii) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property, after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations, notice of which contains the full text of the proposed rules and regulations, however, no rules or regulations may impair any

rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution, nor may any rules or regulations conflict with the provisions of the Act or the condominium instruments;

(ix) Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;

(x) To have access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements (to the extent the Association is responsible for such maintenance, repair or replacement) therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to other Unit or Units;

(xi) Pay real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property of the Condominium;

(xii) Impose charges for late payments of a Unit Owner's proportionate share of the Common Expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levy reasonable fines for violation of this Declaration and rules and regulations of the Association. If any Unit Owner shall fail or refuse to make any payments of the Common Expenses when due, the amount thereof, together with any interest, late charges, reasonable attorneys' fees incurred prior to the initiation of any court action, and costs of collections or the amount of any unpaid fine shall constitute a lien on the interest of such Unit Owner prior to all other liens and encumbrances recorded or unrecorded, except only (a) taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of Illinois and other state and federal taxes which by law are a lien on the interest of such Unit Owner prior to preexisting recorded encumbrance thereon and (b) encumbrances on the interest of such Unit Owners recorded prior to the date of such failure or refusal which by law would be a lien thereon prior to subsequently recorded encumbrances;

(xiii) Assign the Association's right to future income, including the right to receive Common Expenses;

(xiv) Record the dedication of a portion of the Common Elements to a public body for use as or in connection with a street or utility where authorized by the Unit Owners under the provisions of Section 4.11 hereof; and

(xv) Record the granting of an easement for the laying of cable television where applicable pursuant to the provisions of Section 4.03(b) hereof.

(g) Subject to the provisions of Section 4.06 and Section 6.08 hereof, the Board for the benefit of all the Unit Owners shall acquire and shall pay from the maintenance fund hereinafter provided for, the following:

(i) Operating expenses of the Common Elements, including water, electricity, gas and other necessary utility service for the Common Elements and (if not separately metered or charged) for the Units.

(ii) Services of any person or firm to act on behalf of the Unit Owners in connection with real estate taxes and special assessments on the Unit Ownerships, and in connection with any other matters where the respective interests of the Unit Owners are deemed by the Board to be similar and non-adverse to each other. The cost of such services shall be Common Expenses.

(iii) Painting, cleaning, outside window washing, tuckpointing, maintenance, decorating, repair, and replacement of the Common Elements (but not including the interior surfaces of the Units and of the perimeter doors appurtenant thereto, and repair of windows which the Unit Owners shall paint, clean, decorate, maintain, and repair) and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper.

(iv) Any other materials, supplies, utilities, furniture, equipment, labor, services, maintenance, repairs or structural alterations which the Board is required to secure or pay for, pursuant to the terms of this Declaration and By-Laws or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as a first-class condominium development or for the enforcement of the restrictions contained herein.

(v) Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Property or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Elements, rather than merely against the interests therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specifically assessed to said Unit Owners.

(vi) Maintenance and repair of any Unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Elements or any other portion of the Building, or if a Unit Owner of any Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to said Unit Owner, provided that the Board shall level a special assessment against such Unit Owner for the cost of said maintenance repair.

(h) Prior to the election by voting Members of the First Unit Owners Board, the Declarant or Developer shall, subject to the terms of this Declaration, have the authority to lease or to grant licenses, concessions and contracts with respect to any part of the Common Elements, all upon such terms as the Declarant or Developer deems appropriate. Upon election of the first Board, and thereafter, the Board by a vote of at least two-thirds (2/3) of the persons on the Board shall have the same authority as aforesaid.

(i) The Board shall have the powers to bid for any purchase of any Unit Ownership at a sale pursuant to a mortgage foreclosure, or a foreclosure of the lien for Common Expenses under the Act, or at a sale pursuant to an order of direction of a court, or other involuntary sale, upon the consent or approval of Unit Owners having not less than two-thirds (2/3) of the total votes.

(j) The Association shall have no authority to forebear the payment of assessments by any Unit Owner.

5.08 Insurance.

(a) The Board shall have the authority to and shall obtain insurance for the Property as follows:

(i) Physical damage insurance on the Property which includes the Common Elements, the Units and the Limited Common Elements, except as otherwise determined by the Board, subject to the following conditions:

(A) Such insurance shall be "bare wall" insurance with respect to the Units and may include, at the discretion of the Board, floors, ceilings and interior walls of the Units;

(B) The Property shall be insured for an amount not less than one hundred percent (100%) of its full insurable replacement cost on a blanket basis;

(C) Replacement cost values are to be reviewed annually, and the insurance policy or policies shall be endorsed with an agreed amount clause. The cost of any and all appraisals for insurance purposes shall be Common Expenses;

(D) Perils to be covered by such policies shall be no less than "all risk" or "special form" on real property and "broad form" named perils on personal property, and such other perils as may be deemed appropriate by the Board; and

(E) The insurance need not cover additions, alterations, improvements and betterments to the Units installed by Unit Owners, but if they are covered, any increased cost may be assessed by the Board against the Units affected.

(ii) Comprehensive General Liability insurance covering personal injury and property damage insuring against hazards of premises/operations, products and completed operations, contractual liability, personal injury liability (with exclusions (a) and (c) deleted), independent contractors and other extensions as deemed necessary by the Board. Such insurance shall provide limits of liability as deemed desirable by the Board, but in no event for less than One Million Dollars (\$1,000,000.00) with respect to each occurrence. Such policy shall be endorsed to cover cross-liability claims of one insured against the other.

(iii) Umbrella Liability insurance in excess of the required Comprehensive General Liability and Employer Liability policies in an amount deemed desirable by the Board, but in no event less than One Million Dollars (\$1,000,000.00) with respect to each occurrence. Such policy shall be no less than "following form" coverage of the primary liability policies.

(iv) Worker's Compensation and Employer Liability (minimum amount \$100,000.00) as necessary to comply with applicable laws, including Voluntary Compensation to cover employees not covered under the Illinois statute for benefits.

(v) Fidelity bond insuring the Association, the Board and the Unit Owners against loss of funds as a result of the fraudulent or dishonest acts of any person who controls or disburses funds of the Association, the Board and the Unit Owners for the maximum amount of coverage available to protect funds in the custody or control of the Association, plus the Reserves. The premium for such

fidelity bond shall be a Common Expense. Such bond shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Such bond shall provide that it may not be canceled for nonpayment of any premiums or otherwise substantially modified without sixty (60) days prior written notice to all holders of first mortgages of record. All management companies that are responsible for the funds held or administered by the Association must be covered by a fidelity bond for the maximum amount of coverage available to protect those funds. The Association has standing to make a loss claim against the bond of the managing agent as a party covered under the bond.

(vi) Directors and Officers Liability insurance in such amounts as the Board shall determine to be reasonable. Such coverage shall extend to all contracts or other actions taken by the Board in their official capacity as directors and officers, but this coverage shall exclude actions for which the directors are not entitled to indemnification under the Not-For-Profit Act or otherwise contained in this Declaration.

(vii) Such other insurance, which may include, without limitation, any or all of the following, in such amounts as the Board shall deem desirable: Errors and Omissions coverage for the directors of the Board; and Medical Payments coverage for members of the public (not Unit Owners) injured on the Property, without regard to liability of the Board or the Association;

The premiums for the above-described insurance and bond, except as otherwise provided in this Section 5.08, shall be Common Expenses.

(b) All insurance provided in this Section 5.08 shall be effected under valid and enforceable policies issued by insurance companies authorized and licensed to transact business in the State of Illinois and holding a current Policyholder's Alphabetic and Financial Size Category Rating of not less than A/IX according to Best's Insurance Reports or a substantially equivalent rating from a nationally-recognized insurance rating service. All such policies shall provide a minimum of thirty (30) days advance notice of modification or cancellation in writing to the insured thereunder unless such cancellation is for non-payment or premium in which case ten (10) days advance written notice shall be sufficient.

(c) All policies of insurance of the character described in clauses (i) and (ii) of Paragraph (a) of this Section 5.08 (i) shall name as insured: The Declarant, so long as it has an insurable interest; the Board, as trustees for the Unit Owners, in the percentages established in Exhibit B to this Declaration; and shall also name as an assured the Insurance Trustee described in subparagraph 5.08(f)(ii), as the respective interests of all of such assureds may appear; (ii) shall be without contribution as respects other such policies of insurance carried individually by the Unit Owners whether such other insurance covers their respective Units and/or the additions and improvements made by such Unit Owners to their respective Unit; (iii) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefore, such option shall not be exercisable in the event the Unit Owners elect to sell the Property or remove the Property from the provisions of the Act; and (iv) shall contain an endorsement to the effect that such policy shall not be terminated for nonpayment of premiums without at least ten (10) days prior written notice to the mortgagee of each Unit (only in the event the insurer has been notified of the mortgagees). Policies of insurance of the character described in clause (i) of Paragraph (a) of this Section 5.08 may contain an endorsement extending coverage so as to include the payment of Common Expenses with respect to damaged Units during the period of reconstruction thereof. Notwithstanding the issuance of standard mortgage clause endorsements under the policies of insurance of the character described in clauses (i) and (ii) of Paragraph (a) of this Section 5.08, any

losses under such policies shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed, in accordance with the provisions of this Declaration and the Act.

(d) All policies of insurance of the character described in clauses (ii), (iii), (iv) and (v) of Paragraph (a) of this Section 5.08 shall name as assureds the Association, the Board, its managing agent, and other agents and employees of such Association, Board and managing agent and the Declarant and Developer in his or its capacity as a Unit Owner and Board member and shall also provide coverage for each Unit Owner (but as to the insurance described in Section 5.08(a)(iii) hereof, only with respect to those portions of the Property not reserved for their exclusive use). The policy of insurance described in Section 5.08 (a) (iii) hereof shall also name as assureds such persons as may be required pursuant to this Declaration. In addition, all policies of insurance of the character described in clauses (i), (ii) and (iii) of Paragraph (a) of this Section 5.08 shall contain an endorsement or clause whereby the insurer waives any right of subrogation against the Association, its officers, members of the Board, the Declarant, Developer, the managing agent, their respective employees and agents, and the Unit Owners and Occupants.

(e) The Association, for the benefit of the Unit Owners and the mortgagee of each Unit, shall pay the premiums and obtain a binder on the policies of insurance described in Paragraph (a) of this Section 5.08 at least thirty (30) days prior to the expiration date of the respective policies, and upon written request thereof, shall notify the mortgagee of each Unit of such payment within ten (10) days after the date on which payment is made.

(f) Loss, if any, under any policies of insurance of the character described in clauses (i) and (ii) in Paragraph (a) of this Section 5.08 shall be adjusted with the Board, and the insurance proceeds on account of any such loss shall be paid and applied as follows:

(i) The Board, as trustee of each of the Unit Owners in their respective percentages of ownership in the Common Elements as established in this Declaration, in the case of any one loss, of One Hundred Thousand Dollars (\$100,000.00) or less in the aggregate, which insurance proceeds, less the actual cost, fees and expenses, if any, incurred in connection with the adjustment of the loss, shall be applied to the payment of the cost of restoring the Property to substantially the same condition as it existed immediately prior to such damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before, free from vendor's mechanic's, materialman's, and other similar liens; or

(ii) In the case of any one loss exceeding One Hundred Thousand Dollars (\$100,000.00) in the aggregate, then the insurance proceeds shall be paid to Bank, which bank corporation is hereby designated by the Developer to act as trustee for the Board (the "Insurance Trustee") pursuant to the Act for the purpose of collecting and disbursing the insurance proceeds described in this subparagraph (ii). If such entity (or its successor appointed pursuant hereto) shall fail or cease for any reason to act as the Insurance Trustee, then the Board shall, pursuant to the Act, appoint as successor Insurance Trustee a corporation qualified to accept and execute trusts in the State of Illinois and having a capital of not less than Five Million Dollars (\$5,000,000.00). Such proceeds, less the actual cost, fees, and expenses, if any, incurred in connection with the adjustment of the loss, and the fees of the Insurance Trustee, shall be applied by the Insurance Trustee to the payment of the cost of restoring the Property to substantially the same condition as it existed immediately prior to such damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before. Such proceeds shall be paid by the Insurance

Trustee to or for the account of the Association, from time to time as work progresses, in such manner as shall be required to facilitate the restoration of the Property in accordance with provisions of the Act. The Association and the Insurance Trustee may, prior or subsequent to any such loss, enter into an insurance trust agreement further implementing the provisions of the Act and this Declaration with respect to the collection and disbursement of proceeds of insurance by the Insurance Trustee.

(g) Each Unit Owner shall be responsible for and shall obtain (i) physical damage insurance on the personal property in his Unit and elsewhere on the Property, and any additions, alterations and improvements to his Unit (whether installed by such Unit Owner or any prior Unit Owner or whether originally in his Unit); (ii) his personal liability to the extent not covered by the policies of liability insurance obtained by the Board for the benefit of all of the Unit Owners as above provided; and (iii) his additional living expense. All policies of casualty insurance carried by each Unit Owner shall be without contribution with respect to the policies of casualty insurance obtained by the Board for the benefit of all of the Unit Owners as above provided. For the purposes of Section 5.08(g) and 5.08(h) hereof, "additions, alterations and improvements" shall mean any property (excluding personal property readily removable without damage to the Unit) attached to the Unit, including without limitation carpeting, flooring, wall covering, paint and paneling.

(h) The Board shall not be responsible for obtaining physical damage insurance on any additions, alterations and improvements to a Unit or any personal property of a Unit Owner or any other insurance for which a Unit Owner is responsible pursuant to Section 5.08(g) hereof.

(i) Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, the Association, its officers, members of the Board, Declarant, Developer, the manager and managing agent of the Property, if any, and their respective employees and agents, for any damage to the Common Elements, the Units, or to any personal property located in the Unit or Common Elements caused by fire or other casualty to the extent that such damage is covered by fire or other form of casualty insurance or would be covered by insurance for which such Unit Owner is responsible pursuant to Section 5.08(g) hereof.

(j) The Board shall have the right to select substantial deductibles to the insurance coverages required or permitted under this Section 5.08 if the economic savings justifies the additional risk and if permitted by law. The deductibles shall be on a per occurrence basis irrespective of the number of insureds suffering injury or damage. Expenses included within the deductible amount arising from insurable loss or damage shall be treated as Common Expenses. However, the Board may, in the case of a claim for damage to a Unit or the Common Elements (i) pay the deductible amount as a Common Expense, (ii) after notice and an opportunity for a hearing, assess the deductible amount against the Unit Owner(s) who caused the damage or from whose Unit(s) the damage or cause of loss originated, or (iii) require the Unit Owner(s) of the Unit(s) affected to pay the deductible amount.

5.09 Liability of the Board of Directors. Neither the members of the Board nor the officers of the Association shall be liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever by a court to constitute gross negligence or actual fraud. The Unit Owners shall indemnify and hold harmless each of the members of the Board and each of the officers of the Association against all contractual and other liabilities to others arising out of contracts made by or other acts of the Board and officers of the Association on behalf of the Unit Owners or arising out of their status as Board members or officers unless any such contract or act shall have been made fraudulently or with gross negligence or contrary to the provisions of this Declaration. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid or received in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, in which any member

of the Board or officers of the Association may be involved by virtue of such persons being or having been such member or officer; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or actual fraud in the performance of his duties as such member or officer, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such persons being adjudged liable for gross negligence or actual fraud in the performance of his duties as such member or officer. It is also intended that the liability of any Unit Owner arising out of any contract made by or other acts of the Board or officers of the Association, or out of the aforesaid indemnity in favor of the members of the Board and officers of the Association, shall be limited to such proportion of the total liability hereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Every agreement made by the Board on behalf of the Unit Owners shall be deemed to provide that the members of the Board are acting only as agents for the Unit Owners, and shall have no personal liability thereunder (except as Unit Owners) and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements.

5.10 Resale of Units. In the event of a resale (i.e. any sale made after the initial sale) of any Unit by a Unit Owner other than the Developer or the Declarant, and within thirty (30) days after the written request by such Unit Owner, the Board shall deliver a copy of each of the documents and make the disclosures described in and required by Section 22.1 of the Act. The Board shall be allowed to charge a reasonable fee, not to exceed the maximum amount prescribed by the Act, for providing such information. This paragraph is in addition to those various agreements set forth in Article XIII hereafter.

ARTICLE VI COMMON EXPENSES-MAINTENANCE FUND

6.01 Preparation of Estimated Budget. On or before November 1 of each year following the initial meeting of the Voting Members to elect the First Unit Owners Board, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for adequate reserves, including, without limitations, amounts to maintain a Capital Reserve, as hereinafter defined in Section 6.02 hereof, and within fifteen (15) days thereafter, notify each Unit Owner in writing as to the amount of such estimate, with reasonable itemization thereof, including those portions intended for capital expenditures or repairs or payment of real estate taxes and containing each Unit Owner's respective assessment provided, however, that such annual budget shall be furnished to each Unit Owner at least thirty (30) days prior to its adoption by the Board. Said "estimated cash requirement" shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit B attached hereto. On or before January 1 of the ensuing year, and the first day of each and every month of said year, each Unit Owner jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the assessments made pursuant to this paragraph. On or before April 1 of each calendar year following the initial meeting of the Voting Members to elect the First Unit Owners Board, the Board shall supply to all Unit Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net amount over or short of the actual expenditures plus reserves. Such accounting shall upon the written request of any Unit Owner be prepared by a certified public accountant, in which event such accounting shall be due as soon as reasonably possible after such request. Any net shortage or excess shall be applied as an adjustment to the

installments due under the current year's estimate in provisions of Section 6.02 hereof. For purposes of the Declaration and the management and operation of the Property, the calendar year shall be deemed to be the fiscal year of the Association.

6.02 Capital Reserve; Supplemental Budget. The Association shall segregate and maintain a special reserve account to be used solely for making capital expenditures in connection with the Common Elements (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve by taking the following into consideration: (i) the repair and replacement cost, and the estimated useful life of the property which the association is obligated to maintain, including but not limited to structural and mechanical components, surfaces of the Building and common elements, and energy systems and equipment; (ii) the current and anticipated return on investment of Association funds; (iii) any independent professional reserve study which the Association may obtain; (iv) the financial impact on Unit Owners, and the market value of the Units, of any assessment increase needed to fund reserves; and (v) the ability of the Association to obtain financing or refinancing. Each budget shall disclose that percentage of the annual assessment which shall be added to the Capital Reserve and each Unit Owner shall be deemed to make a capital contribution to the Association equal to such percentage multiplied by each installment of the annual assessment paid by such Unit Owner. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year shall be charged first against such portions of any contingency reserve or Capital Reserve, as applicable, which remains unallocated. If the estimated Common Expenses contained in the budget prove inadequate for any reason or in the event a nonrecurring Common Expense is anticipated for any year, then the Board may prepare and approve a supplemental budget covering the estimated deficiency or nonrecurring expense for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a special or separate assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget, subject to the provisions of Section 5.06(b) hereof. All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

6.03 Initial Budget or Interim Budget. The initial Board appointed by the Developer shall determine and adopt, prior to the conveyance of the first Unit hereunder, the "estimated cash requirement" for the initial period commencing with the first day of the month in which the sale of the first Unit is closed and ending twelve (12) months thereafter of the calendar year in which sale occurs, and shall continue to determine the "estimated cash requirement" for each succeeding calendar year until such time as the First Unit Owners Board is elected hereunder and takes office and which may include such sums as collected from time to time at the closing of the sale of each Unit. The Developer appointed Board may determine, within such twelve-month period that the estimated cash requirement should be adjusted based on any change in circumstances regarding the Property or the Association. In such event, Assessments will be recalculated based on the revised budget and Unit Owners will be charged the revised Assessments thereafter. Assessments shall be levied against the Unit Owners during said periods as provided in Section 6.01 of this Article.

6.04 Failure to Prepare Annual Budget. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Unit Owners shall not constitute a waiver or release in any manner of any such Unit Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Unit Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance program which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

6.05 Records of the Association. The managing agent or Board shall maintain the following records of the Association available for examination and copying at convenient hours of weekdays by the Unit Owners or their mortgagees and their duly authorized agent or attorneys:

(a) Copies of this Declaration and any amendments, Articles of Incorporation of the Association, annual reports and any rules and regulations adopted by the Association or its Board shall be available. Prior to the organization of the Association, the Developer shall maintain and make available the records set forth in this subsection (a) for examination and copying.

(b) Detailed accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expense incurred, and copies of all contracts, leases, or other agreements entered into by the Association shall be maintained.

(c) The minutes of all meetings of the Association and the Board shall be maintained. The Association shall maintain these minutes for a period of not less than seven (7) years.

(d) Ballots and proxies relating thereto for all elections to the Board and for any other matters voted on by the Unit Owners shall be maintained for a period not less than one (1) year.

(e) Such other Records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the General Not-for-Profit Corporation Act of 1986, as amended, shall be maintained.

(f) With respect to Units owned by a land trust if a trustee designates, in writing, a person to cast votes on behalf of the Unit Owner, that designation shall remain in effect until a subsequent document is filed with the Association.

(g) A reasonable fee may be charged by the Association or its Board for the actual cost of copying.

(h) Upon ten (10) days notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

When a request for records is made in writing to the Board or its agent, failure to provide the requested record or to respond within thirty (30) days shall be deemed a denial by the Board.

6.06 Status of Collected Funds. all funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepared assessments or user charges) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages forth in Exhibit B.

6.07 Start-up Costs. At the time the initial sale of each Unit is closed, the purchaser of the Unit shall pay to the Association an amount equal to two (2) times the first full monthly assessment for each Unit. This sum shall be used and applied for start-up costs and as working capital fund in connection with all initial operating expenses for the Common Elements and held for future working capital needs. This payment shall not be refundable or be applied as a credit against the Unit Owner's monthly assessments. The Board or the Developer shall have the right to transfer such funds from time to time as may be necessary to fund the Capital Reserve.

6.08 User Charges. The Board, or the Declarant or Developer, acting pursuant to Section 15.01 hereof, may establish and each Unit Owner shall pay, user charges to defray the expense of providing services,

facilities, or benefits which may not be used equally or proportionately by all of the Unit Owners or which, in the judgment of the Board, should not be charged to every Unit Owner. Such expense may include such services and facilities provided to Unit Owners which the Board determines should not be allocated among all of the Unit Owners in the same manner as the Common Expenses. Such user charges may be billed separately to each Unit Owner benefited thereby, or may be added to such Unit Owner's share of the Common Expenses, as otherwise determined, and collected as a part thereof. Nothing herein shall require the establishment of user charges pursuant to this Section 6.08, and the Board or the Declarant or Developer may elect to treat all or any portion thereof as Common Expenses.

6.09 Non-use and Abandonment. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his or their Units.

ARTICLE VII COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

7.01 General Covenants and Restrictions. The occupancy and use of the Units and the Common Elements shall be subject to the following restrictions:

(a) Each Unit (or any two or more adjoining Units together) shall be used for residential purposes only (except for the Parking Area). That part of the Common Elements separating any two or more adjoining Units which are owned by the same Unit Owner may be altered or removed to afford ingress and egress to and from adjoining Units; provided, however, that (i) such alteration or removal shall not impair or weaken the structural integrity of any Unit or any portion of the Common Elements; (ii) the Unit Owner shall furnish the Board not less than ten (10) days prior to the date the Unit Owner desires to commence such work all plans detailing the work to be done; (iii) the Board consents to the performance of such work and a Certificate of Insurance naming the Board as an additional insured for any liability; (iv) the expense of such alterations shall be paid in full by the Unit Owner making such alterations; (v) such Unit Owner shall pay in full the expense of restoring such Common Elements to their former condition prior to such alterations in the event such Units cease to be used together; and (vi) upon written request of the Unit Owner, the new Unit may be granted the exclusive right to use, as a Limited Common Element, a portion of the Common Elements provided, however, that the foregoing subsections (ii), (iii) and (vi) shall not apply to the Developer or to the Declarant.

(b) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements (except in areas designated for such purpose, and except in areas which are Limited Common Elements serving exclusively the Unit of the Unit Owner obstructing same) without the prior consent of the Board or except as hereinafter expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his Own Unit. Notwithstanding the foregoing, Limited Common Element balconies shall not be used for storage of bicycles, boxes, laundry, tools, and any and all other personal items as designated and determined by the Association.

(c) Nothing shall be done or kept in any Unit or in the Common Elements serving the Units which will increase the rate of insurance on Building or contents thereof without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance of the Building, or contents thereof, or which would be in violation of any law or Village ordinance, code or regulation. No waste shall be committed in the Common Elements.

(d) Animals of a breed or variety commonly kept as household pets and not prohibited by Village ordinance shall be allowed to be kept in a Unit by a Unit Owner so long as they are not kept or bred for any commercial purpose, are not allowed to run loose on the Property, are kept in strict accordance with such other rules and regulations relating to household pets as may be from time to time adopted or approved by the Board, and do not, in the judgment of the Board constitute a nuisance to others. Each Unit Owner and each Occupant shall be responsible for picking up after any animal kept in such Unit Owner's or Occupant's respective Unit, including, without limitation, removing any waste deposited by such animal anywhere on the Common Elements.

(e) No noxious, unlawful or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants or which shall in the judgment of the Board cause unreasonable noise or disturbance to others.

(f) Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Building or which would structurally change the Building except as is otherwise provided herein. No Unit Owner shall overload the electric wiring in the Building, or operate machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others or connect any machines, appliances, accessories or equipment to the heating or plumbing system, without the prior consent of the board or the managing agent, acting in accord with the Board's direction. No Unit Owner shall overload the floors of any Unit. Water-beds and other furnishings which may cause floor overloads shall not be placed, kept or used in any Unit except only in accordance with advance written Board approval.

(g) No Unit Owner shall display, hang, store or use any signs, clothing, sheets, blankets, laundry or other articles outside his Unit, or which may be visible from the outside of his Unit (other than draperies, curtains or shades of a customary nature and appearance, subject to the rules and regulations of the Board which shall provide for notice to management company prior to any such installation and managing agent's approval of the method of installation prior to any such installation), or paint or decorate or adorn the outside of his Unit, or install outside his Unit any canopy or awning, or outside radio or television antenna, dish or other receptive or transmitting device, or other equipment, fixtures or items of any kind, without the prior written permission of the Board or the managing agent, acting in accord with the Board's direction; provided, however, that the foregoing shall not apply to the Developer or to the Declarant. Installations outside of Units shall comply with any applicable Village ordinances, rules and regulations and the Planned Development Ordinance(s), where applicable.

(h) Articles of personal property belonging to any Unit Owner, such as baby carriages, bicycles, wagons, toys, furniture, clothing and other articles, shall not be stored or kept in any area constituting part of the Common Elements except for such articles as may be stored in designated storage areas, if any.

(i) During the period that the Declarant, the Developer, or their respective agents, successors or assigns, are engaged in the marketing, sales or leasing of Units, or performing work in or about the Building, Declarant and Developer and their respective agents, employees, successors, assigns, contractors, subcontractors, brokers, licensees and invitees and each of them shall be entitled to (i) have access, ingress and egress to and from the Building and Common Elements and use such portion of the Building and Common Elements as may be necessary or desirable in connection with the aforescribed marketing, sales, leasing of Units or performance of work; (ii) use or show one or more unsold and unconveyed Units or portion or portions of the Common Elements as a model Unit or

Units (for sale or lease), sales office, construction, or refurbishment office or administrative or management offices or for such other purposes deemed necessary or desirable in connection with the aforescribed construction, refurbishment, administration, marketing, sales or leasing of Units or performing work in or about the Building; (iii) post and maintain such signs, banners and flags, or other advertising material in, or about the Building and Common Elements in such form as deemed desirable by Declarant or Developer, and as may be deemed necessary or desirable in connection with the marketing, sales, leasing or management of Units or performing work in or about the Building or in connection with (i) and (ii) above; and (iv) make alterations of and additions and improvements to, the Units or the Common Elements in connection with any of the Declarant's or Developer's activities in connection with the refurbishment, renovation of the Building or the construction, promotion, marketing, sales or leasing of the Units or performing work in or about the Building. The foregoing shall not be amended or modified in any manner without the express written consent of the Developer or its successors or assigns.

(j) The Unit restrictions in paragraph (a) of Section 7.01 shall not, however, be construed in such a manner as to prohibit a Unit Owner from: (i) maintaining his personal professional library therein; (ii) keeping his personal business or professional records or accounts therein; (iii) handling his personal business or professional telephone calls or correspondence therefrom; (iv) maintaining a computer or other office equipment within the Unit; or (v) utilizing secretarial help and having occasional business visitors. Such uses are expressly declared customarily incident to the principal residential use and not in violation of paragraph (a) of this Section 7.01. Notwithstanding the foregoing, no Unit Owner shall suffer or permit the regular or consistent entry of customers or clients.

7.02 Age Restriction Covenant. Pursuant to the provisions of the Planned Development Ordinance and other approvals for the Vine Street Station Planned Development approved by the Village of Hinsdale, the Property shall be developed by the Developer as an age-restricted, single-family residential community as set forth therein and as set forth in this Vine Street Station Subdivision Age Restriction Covenant (hereinafter "Covenant").

(a) **Housing for Older Persons Exemption.** The Property shall be developed by Developer as an age-restricted, single-family condominium community in accordance with the Fair Housing Amendments Act of 1988, as amended from time to time ("FHAA"), including, but not limited to the provisions of the "Housing for Older Persons Act of 1995" ("HOPA"). Developer will include in its home purchase agreement with all buyers in the Property an Age Verification Addendum, an example of which is attached as Exhibit D, to its home purchase agreement to verify the age of the residents in the Property to ensure that the buyers of the homes qualify for the "Housing for Older Persons" Exemption under FHAA.

(b) In addition to all other covenants, conditions, and restrictions contained within this Declaration, at all times at least eighty percent (80%) of the Units within the Property shall be occupied by at least one (1) resident who is fifty-five (55) years of age or older ("Age-Qualified Occupant") and prohibit the residency of anyone under the age of twenty-two (22), except as otherwise required by law or as provided in this Covenant.

(c) If an Age-Qualified Occupant's occupancy is terminated for any occupied Unit in the Property, then other occupants of that particular Unit, who are twenty-two (22) years of age or older, may continue to occupy that Unit provided that the requirements of the Housing for Older Persons Exemption are satisfied, including, but not limited to, the requirement that at least eighty percent (80%) of all of the occupied Units in the Property have at least one occupant who is fifty-five (55) years of age or older.

(d) The Association shall adopt, implement and enforce rules, regulations and procedures to ensure that at all times the Property shall qualify for the "Housing for Older Persons" exemption under the FHAA, as may be amended from time to time, including, without limitation, rules, regulations and procedures to verify such compliance. The Association shall maintain appropriate records evidencing such compliance on an ongoing basis and shall maintain said records (on a rolling basis) for a minimum period of ten (10) years. Within seven (7) calendar days of a request by the Village's zoning administrator and/or a representative of any school district located within the Village, the Association shall provide them with copies of said records.

(e) The age restriction hereby imposed upon the Property shall apply equally to Unit Owners, lessees, tenants, and occupants of any kind of any Unit within the Property. To the extent that the covenants, conditions, and restrictions herein permit a Unit to be leased or rented, the covenants, conditions, and restrictions shall require that the Unit Owner of the Unit include notice of the age restriction and requirements of this Covenant in any lease or rental agreement for the Property. The covenants, conditions, and restrictions shall also provide that the Unit Owner of any Unit within the Property shall be jointly and severally liable for fines, fees and costs under this Covenant for any violation thereof by any lessee, tenant, or other occupant.

(f) Covenant Runs with the Land. The impositions, obligations, and restrictions set forth in this Covenant shall be covenants running with the land inuring to the benefit of the Village of Hinsdale and its respective successors and assigns.

(g) Requirements for any Modification of this Covenant. The provisions of this Covenant shall survive the expiration of the Planned Development approvals for the Vine Street Station Planned Development and may only be modified by the concurrence of all of the following: (i) one hundred percent (100%) of the then current Unit Owners of property within the Property; and (ii) pursuant to the Planned Development Ordinance, a two-thirds (2/3) majority vote of the corporate authorities of the Village then holding office.

(h) General Provisions.

i. Governing Law and Venue. This Covenant will be governed by and construed in accordance with the laws of the State of Illinois without regard to conflict of law provisions. Venue for all disputes involving this Covenant shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

ii. Severability. If any provision of this Covenant is held by a court of competent jurisdiction to be invalid or unenforceable, such provision will be enforced to the fullest extent that it is valid and enforceable under law. All other provisions of this Covenant shall remain in full force and effect.

iii. Payment of Costs/Fines. When any provision herein calls for a payment to be made for any reason, including but not limited to attorneys' fees, such payment shall be made within thirty (30) days of receipt of an invoice therefor. In the event that such payment is not made in full on a timely basis, the Village, as applicable, may take any action at law or in equity as it deems fit and in addition to such remedies record and enforce a lien against any dwelling unit where a violation of this Covenant has been determined to have occurred.

ARTICLE VIII

DAMAGE, DESTRUCTION, CONDEMNATION AND RESTORATION OF BUILDING

8.01 Sufficient Insurance. In the event the improvements forming a part of the Property, or any portion thereof, including any Units, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof, plus Capital Reserves, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds and, if necessary, the Capital Reserve shall be applied by the Board or the payee of such insurance proceeds in payment therefore; provided, however, that in the event within one hundred eighty (180) days after said damage or destruction, the Unit Owners shall elect either to sell the Property as hereinafter provided in Article IX hereof or to withdraw the property from the provisions of this Declaration, and from the provisions of the Act as therein provided, then such repair, restoration, or reconstruction shall not be undertaken. In the event such repair, restoration, or reconstruction is not undertaken the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit B. After first paying from the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

8.02 Insufficient Insurance.

(a) If the insurance proceeds and the Capital Reserve are insufficient to reconstruct the Building and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the Building within one-hundred eighty (180) days from the date of damage or destruction, then the provisions of the Act shall apply.

(b) In the case of damage or other destruction in which fewer than one-half (1/2) of the Units are rendered uninhabitable, upon the affirmative vote of sixty-six percent (66%) of the Unit Owners voting at a meeting called for the purpose, the Building or other portion of the Property shall be reconstructed. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any, otherwise, such meeting shall be held within ninety (90) days of the occurrence of the damage or other destruction. At such meeting the Board or its representatives, shall present to the members present, an estimate of the cost of repair or reconstruction, and the estimated amount of necessary assessments against each Unit Owner.

(c) In the case of damage or other destruction, upon the unanimous affirmative vote of the Unit Owners voting at a meeting called for that purpose, any portion of the Property affected by such damage or destruction maybe withdrawn from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board. The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any insurance or other proceeds available in connection with the withdrawal or any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Any proceeds available from the withdrawal of any Limited Common Elements will be distributed in accordance with the interest of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

8.03 **Eminent Domain.** In the event any portion of the Property is taken by condemnation or eminent domain proceedings, provision for withdrawal of the portions so taken from the provisions of the Act may be made by the Board. Upon the withdrawal of any Unit or portion thereof due to eminent domain, the percentage of the interest in the Common Elements appurtenant to such Unit or portion so withdrawn shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements shall be allocated on the basis of each Unit Owner's percentage interest therein. Proceeds available from the withdrawal of any Limited Common Element will be distributed in accordance with the interests of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease. The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for the acquisition of the Common Elements or any part thereof. In the event of the total taking of the Property by eminent domain, the condemnation award available in that connection shall be divided by the Association among all Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit B, after first paying from the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

8.04 **Repair, Restoration or Reconstruction of the Improvements.** As used in this Article, "repair, restoration or reconstruction" of improvements means restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and Common Element having the same vertical and horizontal boundaries as before, unless, if allowed by the Act, other action is approved by holders of first mortgages on Units which have more than fifty percent (50%) of the votes in the Association. Any repair, restoration or reconstruction shall be in accordance with law, this Declaration, and the Act.

ARTICLE IX SALE OF PROPERTY

At a meeting duly called for such purpose and attended by all Unit Owners, the Unit Owners by affirmative vote of sixty-six percent (66%) of the Unit Owners, may elect to sell the Property as a whole. Within ten (10) days after the date of the meeting at which such sale was approved the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit entitled to notice under Section 15.02 of this Declaration. Such action shall be binding upon all Unit Owners and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale.

ARTICLE X REMEDIES

10.01 **Violations.** Upon the occurrence of any one or more of the following events, the Board shall have the rights and remedies set forth in Section 10.02 of this Declaration:

(a) Failure by a Unit Owner to pay when due any sums required to be paid by such Unit Owner pursuant to Sections 4.05, 4.06 and 4.08(b), Article VI, or other provisions of this Declaration, for thirty (30) days after written notice of such non-payment shall have been given such Unit Owner.

(b) Violation or breach by a Unit Owner, his tenant, invitee or guest of any provision, covenant or restriction of the Act, Declaration, the By-laws, contractual obligation to the Board or Association undertaken by such Unit Owner, or rules and regulations promulgated by the Board, and continuation of such violation or breach for thirty (30) days after written notice thereof shall have been given such Unit Owner.

(c) Violation or breach by a Unit Owner or the Association of any provision, covenant or restriction of the Act, this Declaration, the By-Laws, contractual or other obligation to the Village set forth in any approvals given to the Planned Development in the Planned Development Ordinance, or of any ordinance, rules or regulations of the Village, and continuation of such violation or breach for thirty (30) days after written notice thereof shall have been given such Unit Owner and/or the Association, as applicable.

10.02 Remedies. Upon the occurrence of any one or more of the events described in Section 10.01, the Board shall have the following rights and remedies:

(a) The Board shall have the right to immediate possession of the defaulting Unit Owner's Unit after service by the Board on such Unit Owner, in the manner set forth in Section 15.03 hereof, of a notice to quit and deliver up possession which right may be enforced by an action for possession under "An Act in Regard to Forcible Entry and Detainer," approved February 16, 1874, as amended.

(b) For a violation or breach described in Section 10.01(b) hereof, the Board shall have the right: (i) to enter upon that part of the Property where such violation or breach exists and summarily abate and remove or do whatever else may be necessary to correct at the expense of the defaulting Unit Owner, any such violation or breach or the cause of such violation or breach, and the Declarant, or Developer, or their successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or (ii) to enjoin, abate, or remedy by a proceeding at law or in equity the continuance of any such violation or breach.

(c) Upon the occurrence of one of the events described in Section 10.01(a) hereof, including without limitation, failure by a Unit Owner to pay his percentage share of Common Expenses or user charges, the Board shall have a lien on the interest of the defaulting Unit Owner in his Unit Ownership in the amount of any sums due from such Unit Owner; provided, however, that such lien shall be subordinate to the lien of a prior recorded mortgage on the interest of such Unit Owner. Except as hereinafter provided, the lien provided for in this Section 10.02(c) shall not be affected by any transfer of title to the Unit Ownership. Where title to the Unit Ownership is transferred pursuant to a decree of foreclosure or by deed or assignment in lieu of foreclosure such transfer of title shall, to the extent permitted by law, extinguish the lien described in this Section 10.02(c) for any sums which became due prior to (i) the date of the transfer of title or (ii) the date on which the transferee comes into possession of the Unit, whichever occurs first. However, the transferee of a Unit Ownership shall be liable for his share of any sums with respect to which a lien against this Unit Ownership has been extinguished pursuant to the preceding sentence which are reallocated among the Unit Owners pursuant to a subsequently adopted annual revised or special assessment, and non-payment thereof by such transferee shall result in a lien against the transferee's Unit Ownership as provided in this Section 10.02(c).

(d) Following the thirty (30) day notice in Section 10.01(b), the Board shall have the power to terminate the right of said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use, or control his Unit and thereupon an action may be filed by the Board against the defaulting Unit Owner for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit owned by him and ordering that all the right, title and interest of said defaulting Unit Owner in the Property shall be sold at a judicial sale, upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the defaulting Unit Owner from reacquiring his interest in the Unit Ownership at such judicial sale. It shall be a condition of any such sale, and the decree shall so provide that purchaser shall take the interest in the Unit Ownership sold subject to this Declaration. The proceed of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees, and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments or other sums due hereunder or any liens shall be paid to the defaulting Unit Owner. Upon the confirmation of such sale, the purchaser at such sale shall be entitled to a deed to the Unit Ownership and to immediate possession of the Unit sold and may apply to the court for an order for possession for the purpose of acquiring such possession.

(e) In addition to or in conjunction with the remedies set forth above, the Board or its agents shall have the right to bring an action at law or in equity against the Unit Owner or occupant of the Unit as permitted by law including, without limitation, an action (i) to foreclose a lien against the Unit Ownership, (ii) for damages, injunctive relief, or specific performance, (iii) for judgment or for the payment of money and the collection thereof and for a possession order, (iv) for any combination of the remedies set forth in this Article and (v) for any other relief which the Board or court may deem necessary or appropriate. Any and all rights and remedies provided for in the act, this Declaration, the By-laws, contractual obligation to the Board or Association undertaken by such Unit Owner, or rules and regulations promulgated by the Board may be exercised at any time and from time to time cumulatively or otherwise by the Board in its discretion. The failure of the Board to exercise any such rights or remedies to enforce any provisions of this Declaration, the By-laws or rules and regulations of the Board shall in no event be deemed a waiver of the right to do so thereafter.

(f) Upon the occurrence of one of the events described in Section 10.01(a), the Board may accelerate the maturity of the remainder of installments of Common Expenses due from such defaulting Unit Owner for the balance of the assessment year.

(g) All expenses incurred by the Board in connection with any actions, proceedings or self-help in connection with the exercise of its rights and remedies under this Article, including without limitation court costs, reasonable attorneys' fees and all other fees and expenses, and all damages, together with interest thereon at the rate of eighteen percent (18%), or such lesser rate charged by law if such 18% be held to be in excess of the maximum legal rate allowable by law, per annum shall be charged to and assessed against the defaulting Unit Owner, and shall be added to and deemed part of his respective share of the Common Expenses, and the Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all his personal property in his Unit or located elsewhere on the Property.

10.03 Enforcement by Unit Owners. Any aggrieved Unit Owner may enforce the provisions of this Declaration, the Bylaws, or any rules and regulations promulgated by the Board by an action at law or in equity against the defaulting Unit Owner (or occupant of his Unit) upon a violation or breach described in

Section 10.01(b) hereof against any person or persons either to restrain such violation or breach or to recover damages.

10.04 Enforcement by Village.

(a) Section 11-603 (Planned Developments) of the Hinsdale Zoning Code requires approval of this Declaration as part of the Detailed Plan prior to becoming effective. Said approval was given in the Planned Development Ordinance.

(b) This Declaration, pursuant to Planned Development Ordinance, as well as Section 11-603 of the Hinsdale Zoning Code, may not be amended in any manner that would result in it being in violation of subsection 11-603E.2.(e)(iv) of the Hinsdale Zoning Code

(a) Pursuant to the requirements of Section 11-603 of the Hinsdale Zoning Code (or any similar successor provision) and the Planned Development Ordinance, the Village of Hinsdale shall have the right, but not the obligation, to enforce the covenants or obligations of the Association and/or the Unit Owners, on the Parcel as defined and provided within this Declaration, including, but not limited to, the area shown on the Plat of Subdivision as an Open Space Easement for use by the general public for passive recreation, and further shall have the right upon (30) days prior written notice specifying the nature of a default, to enter upon the Parcel and cure such default, or cause the same to be cured at the cost and expense of the Association, Unit Owners or other Owners of the Property or Units. The Village of Hinsdale shall also have the right to charge or place a lien upon a Property or Unit for the repayment for such costs and expenses, including reasonable attorney's fees and costs in enforcing such obligations.

(b) Pursuant to the requirements of subsection 11-603E.2.(e)(iv)(8) of the Hinsdale Zoning Code (or any similar successor provision) and the Planned Development Ordinance, in the event the Association or a Unit Owner fails to perform any maintenance or repairs within the Parcel, including, but not limited to, the area shown on the Plat of Subdivision as an Open Space Easement for use by the general public for passive recreation, which either are obligated to perform pursuant to this Declaration or applicable ordinance of the Village of Hinsdale, the Village at its sole discretion, after first giving the Unit Owner or the Association, whichever is applicable, at least ten (10) business days' prior written notice specifying the violation by the Unit Owner or the Association, may perform the maintenance or repair work which the Unit Owner or Association has failed to perform, and assess the Unit Owner or the Association for the cost of such maintenance or repair. In such event the Village may have a lien against either the Unit Owner's Unit or the Association's Property, as applicable, if the Unit Owner or the Association fail to reimburse the Village for the cost assessed for such maintenance or repair. For the purposes set forth in this subsection only, the Village shall have the same rights and obligations as the Association.

ARTICLE XI MISCELLANEOUS PROVISIONS RESPECTING MORTGAGES

The following provisions are intended for the benefit of each holder of a recorded first mortgage or trust deed encumbering a Unit Ownership ("First Mortgagee") and to the extent, if at all, that any other provisions of this Declaration conflict with the following provisions, the following provisions shall control:

(a) Upon request in writing to the Association identifying the name and address of the first Mortgagee or the insurer or guarantor of a recorded first mortgage or trust deed on a Unit ("Insurer or Guarantor") and the Unit number, the Association shall furnish each First Mortgagee,

Insurer or Guarantor a written notice of any Unit Owner's obligations under this Declaration which is not cured within thirty (30) days. Any first Mortgagee of a Unit, as well as any other holder of a prior recorded mortgage on a Unit, who comes into possession of the said Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure shall, to the extent permitted by law, take such Unit free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged Unit which become due prior to (i) the date of the transfer of title or (ii) the date on which the holder comes into possession of the Unit, whichever occurs first except for any sums which are reallocated among the Unit Owners pursuant to the sentence of Section 10.02(c) hereof.

(b) Upon request in writing, each First Mortgagee Insurer or Guarantor shall have the right:

(i) to examine current copies of this Declaration, the By-laws, rules and regulations and the books and records of the Association during normal business hours;

(ii) to receive without charge and within a reasonable time after such request, any annual audited or unaudited financial statements which are prepared and distributed by the Association to the Unit Owners at the end of each of its respective fiscal years, provided, however, that in the event an audited financial statement is not available, fifty-one percent (51%) or more of the First Mortgagees (by number) shall be entitled to have such an audited statement prepared at their expense;

(iii) to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;

(iv) to receive written notice of any decision by the Unit Owners to make a material amendment to the Declaration, By-Laws contained herein or Articles of Incorporation;

(v) to receive written notice of any lapse, cancellation or modification of any insurance policy or fidelity bond maintained by the Association; and

(vi) to receive written notice of any action which would require the consent of a specified percentage of First Mortgagees.

(c) No provision of this Declaration or Articles of Incorporation of the Association or any similar instrument pertaining to the Property or the Units therein shall be deemed to give a Unit Owner or any other party priority over the rights of the First Mortgagees pursuant to their mortgages in the case of distribution or Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of the Unit, and/or the Common Elements, or any portion thereof or interest therein. In such event, the First Mortgagees, Insurers or Guarantors of the Units affected shall be entitled, upon specific written request, to the timely written notice of any such loss.

(d) Unless the First Mortgagees of all of the Units which are a part of the Property have given their prior written approval, neither the Association nor the Unit Owners shall be entitled to:

(i) by act or omission seek to abandon or terminate the condominium regime, except for abandonment provided by the Act in case of substantial loss to or condemnation of the Units and/or the Common Elements.

(ii) change the pro rata interest or obligations of any Unit Owner for (1) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and (2) determining the pro rata share of ownership of each Unit Owner in the Common Elements, except as provided in Sections 8.02 and 8.03;

(iii) use hazard insurance proceeds for losses to any Property (whether to Units or to Common Elements) for other than the repair, replacement, or construction of such improvements, except as provided by the Act in case of substantial loss to the Units and/or the Common Elements.

(e) Unless the First Mortgagees of the individual Units representing at least fifty-one percent (51%) of the votes in the Association have given their prior written approval, neither the Association nor the Unit Owners shall be entitled to do or permit to be done any of the following:

(i) Adoption of an amendment to this Declaration which (1) changes Section 10.02(c); (2) changes Article XI or any other provision of this Declaration which specifically grants rights to First Mortgagees; (3) materially changes insurance and fidelity bond requirements; or (4) modifies a right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey his Unit Ownership or changes the provisions concerning the leasing of Units;

(ii) The abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Elements, (except for the granting of easements for public utilities or for other purposes consistent with the intended use of the Property and except for the encumbrance, sale or transfer of the percentage of ownership in the Common Elements in connection with the encumbrance, sale or transfer of a Unit Ownership);

(iii) The sale of the Property; or

(iv) The removal of all or a portion of the Property from the provisions of the Act and this Declaration.

(f) Upon specific written request to the Association, each First Mortgagee, Insurer or Guarantor of a Unit shall be furnished notice in writing by the Association of any damage to or destruction or taking of the Common Elements if such damage or destruction or taking exceeds One Hundred Thousand Dollars (\$100,000.00), or if damages shall occur to a Unit in excess of One Hundred Thousand Dollars (\$100,000.00), notice of such event shall also be given.

(g) If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the First Mortgagee, Insurer or Guarantor of said Unit will be entitled to timely written notice, upon specific written request, or any such proceeding or proposed acquisition and no provisions of any document will entitle the owner of a Unit or other party to priority over such First Mortgagee with respect to the distribution to such Unit of the proceeds of any award or settlement.

(h) Whenever required, the consent of a First Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary in writing by the First Mortgagee within sixty (60) days after making the request for consent.

ARTICLE XII

Reserved

ARTICLE XIII

RESTRICTIONS ON ALIENATION

13.01 Right of First Refusal. Please refer to Article XIV of this Declaration.

13.02 Default on Payment of Unit Mortgage Payments. In the event any Unit Owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or trust deed against his Unit, the Association shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefore against such Unit, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the common expenses.

13.03 Limits on Lease Terms. No Unit shall be leased by a Unit Owner for hotel or transient purposes or terms less than twelve (12) months and no portion of a Unit which is less than the entire Unit shall be leased. Each lease of any one or more Units shall be in writing and within ten (10) days after execution, a copy of every such lease shall be furnished to the Board. The provisions of the Act, the Declaration, By-laws, rules and regulations of the Association that relate to the use of the Unit or the common elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in each lease. The failure of a lessee to comply therewith shall constitute a default under the lease which shall be enforceable by the Board or the Association. In addition to any other remedies, by filing an action jointly against a lessee and a Unit Owner, the Association may seek to enjoin a lessee from occupying a Unit or seek to evict a lessee under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-owner to comply with the leasing requirements prescribed by the Act or the Declaration, By-laws, rules or regulations. The Board may also proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure for any other breach by tenant of any covenants, rules, regulations or bylaws. The Unit Owner making such lease shall not be relieved thereby from any of said obligations.

13.04 Miscellaneous.

(a) A transfer or lease of a Unit or interest therein, by or to the Board, the Declarant or Developer shall not be subject to the provision of this Article XIII. This Section 13.04(a) cannot be amended or deleted without the prior written consent of Declarant and Developer, so long as Declarant owns any Units.

(b) Upon the written request of any prospective transferor, purchaser, tenant or mortgagee of a Unit, the Board, by its Secretary, shall issue a written and acknowledged certificate evidencing:

(i) that the provisions of this Article 13 have been complied with or duly waived by the Board;

(ii) that any lease is, by the terms hereof, not subject to the provisions of this Article 13, if such is the fact; and such a certificate shall be conclusive evidence of the facts contained therein.

(f) The Board may adopt rules and regulations, from time to time, not inconsistent with the provisions of the Article XIII, for the purpose of implementing and effectuating said provisions.

13.05 Transfer by Operation of Law. The terms of this Article XIII shall not be applicable to the leasing of a Unit by the holder of a mortgage or trust deed who has acquired title to such Unit by deed in lieu of foreclosure or foreclosure of a mortgage or trust deed on the Property, or any Unit, or by any other remedy set forth in the mortgage or trust deed.

ARTICLE XIV RIGHT OF FIRST REFUSAL

The Association shall have no right of first refusal under this Declaration if a Unit Owner wishes to sell or transfer its Unit to another purchaser at a price and on terms acceptable to a Unit Owner.

ARTICLE XV GENERAL PROVISIONS

15.01 Certain Rights of the Declarant and Developer. Until the time established by the Declaration for the election of the First Unit Owners Board by the Unit Owners, the rights, titles, powers, privileges, trust, duties and obligations vested in or imposed upon the Board in the Act and in this Declaration shall be held and performed by the Declarant and/or Developer. If the First Unit Owners Board shall not be elected by the Unit Owners at the time established by the Declaration, the Declarant and/or Developer shall continue in the aforesaid office for a period of thirty (30) days after written notice of its resignation is sent to all of the Unit Owners entitled to vote at such election. In exercising such rights and the other rights reserved by the Declarant and/or Developer pursuant to this Declaration, the Declarant and/or Developer shall not be under any disability which would otherwise be imposed by law by reason of the Declarant's and/or Developer's interest in the subject matter of any transaction provided, however, that any transaction shall have been entered into in good faith.

15.02 Notice to Mortgagees. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Unit Owner whose Unit Ownership is subject to such mortgage or trust deed.

15.03 Manner of Giving Notices. Notices provided for in this Declaration and in the Act shall be in writing and shall be addressed to the Board or Association, or any Unit Owner, as the case may be, at the Unit address of any member of the Board or any Unit Owner, as the case may be, or at such other address as herein provided. Any Unit Owner may designate a different address or addresses for notices to him by giving written notice of his change of address to the Board or Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof, or, if addressed to a Unit Owner, when deposited in his mailbox at such address as he may have designated pursuant hereto or, if he has not so designated, in the Building or at the door of his Unit in the Building.

15.04 Notices of Estate or Representatives. Notices required to be given any devisee, heir or personal representative of a deceased Unit Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered.

15.05 Conveyance and Leases. Each grantee of the Declarant and each subsequent grantee by the acceptance of a deed of conveyance, and each purchaser under Articles of Agreement for Deed and each tenant under a lease for a Unit, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time an interest or estate in the property, and shall inure to the benefit of such Unit Owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

15.06 Intentionally Omitted.

15.07 No Waivers. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

15.08 Change, Modification or Rescission. No provision of this Declaration affecting the rights, privileges and duties of the Declarant or Developer may be modified without its written consent. The provisions of Article XI and Sections 2.01, 4.03 (c), 10.02, 15.13 and the following provisions of Section 15.08 of this Declaration may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the President or a Secretary of the Board, and by all the Unit Owners and all mortgagees having bona fide liens of record against all of the Unit Ownerships. Other provisions of this Declaration may be changed, modified or rescinded as provided in Section 15.13 or by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the President or a Secretary of the Board and approved by the Unit Owners having in the aggregate, at least sixty-six percent (66%) of the total vote of the Voting Members at a meeting called for that purpose; provided, however, that all holders of first mortgages of record have been notified by certified mail of any change, modification, or rescission, and an affidavit by the Secretary of the Board certifying to such mailing is made a part of such instrument and provided further that any provisions herein which specifically grant rights to holders of first mortgages of record may be amended only with the written consent of all such holders of first mortgages. The change, modification or rescission shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of DuPage County, Illinois; provided, however, that no such change, modification or rescission shall change the boundaries of any Unit, the allocation of percentages of ownership in the Common Elements and votes in the Association, quorum and voting requirements for action by the Association, or liability for Common Expenses assessed against any Unit, except to the extent authorized by other provisions of this Declaration or by the Act.

15.09 Partial Invalidity. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

15.10 Perpetuities and Other Invalidity. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of Joseph Biden, President of the United States.

15.11 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first-class condominium development.

15.12 Ownership by Land Trustee. In the event title to any Unit Ownership is conveyed to a land title holding trust, under the terms of which all powers management, operation and control of the Unit Ownership remain vested in the trust beneficiary or beneficiaries, then the Unit Ownership under such trust and the beneficiaries thereunder from time to time shall be responsible for payment of all obligation, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit Ownership. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title of such Unit Ownership.

15.13 Special Amendment. Developer and/or Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration or any other governmental agency or any other public, quasi-public or private entity which performs (or may perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit Ownership, (iii) to bring this Declaration in to compliance with the Act, (iv) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto, or (v) to reflect "Projected" Units (as labeled on the attached Plat of Survey) as actual or depicted Units. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer and/or Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each Unit Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit, and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Developer and/or Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Developer and Declarant to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Declarant or Developer no longer holds or controls title to a Unit.

15.14 Assignments by Developer. All rights which are specified in this Declaration to be rights of the Developer are mortgageable, pledgeable, assignable or transferable. Any successor to, or assignee of, the rights of the Developer hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure or otherwise) shall hold or be entitled to exercise the rights of Developer hereunder as fully as if named as such party herein. No party exercising rights as Developer hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

15.15 Conflict with Village Ordinance, Rule or Regulation. In the event there is at any time a conflict between any provision of this Declaration and any provision of any then effective ordinance, rule or regulation of the Village, the ordinance, rule or regulation of the Village then in effect shall prevail, but only to the extent it is more restrictive than this Declaration.

15.16 Limitations on Amendments. The Association cannot modify, remove or release the text of, and obligations and rights contained in the provisions of Article IV, Sections 4.03, 4.04, 4.05, 4.08 and 4.09, Article VII, Article X, Article XIII, Sections 13.03, 13.04 and 13.05 and Article XV, Sections 15.15 and 15.16, without the prior written approval of the Village Board of Trustees, as these provisions constitute an integral element of the Planned Development concept pursuant to which the zoning approvals are granted. Except as otherwise provided herein, approval for the modification, removal or release of the applicable

provisions shall require the affirmative vote of a majority of the corporate authorities of the Village then holding office.

[signature page follows]

IN WITNESS WHEREOF, _____, a _____, has caused its name to be signed to these presents by its _____, this ____ day of _____, 20__.

_____,
a _____

By: _____

Name:

Its:

STATE OF ILLINOIS)
) **SS**
COUNTY OF DUPAGE)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, as _____ of _____, a _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

_____ **BANK**, holder of a Mortgage on the Property, dated _____, and recorded as Document Number _____ on _____, hereby consents to the execution and recording of the within Declaration of Condominium Ownership and agrees that said Mortgage is subject thereto and to the provisions of the Condominium Property Act of the State of Illinois.

BANK

Printed Name: _____

Its:

By: _____

Printed Name: _____

Its: _____

I, _____, a Notary Public in and for said County and State,
do hereby certify that _____ the _____ of _____ Bank
appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument
as their free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein
set forth.

Notary Public

46

CERTIFICATE OF DEVELOPER

_____, a _____, Developer, hereby certifies that no Notice of Intent is required by the Act.

_____,
a _____

By: _____
Name:
Its:

STATE OF ILLINOIS)
) **SS**
COUNTY OF DUPAGE)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, as _____ of _____, a _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 20____.

Notary Public

My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION

LOTS 10, 11, 12 AND 13 IN BLOCK 6 IN J.I. CASE'S ADDITION TO HINSDALE, IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

Address: 125 South Vine Street
 Units 2A, 2B, 2C, 2D, 2E, 2F, 3A, 3B, 3C, 3D, 3E, and 3F
 Hinsdale, Illinois 60521

P.I.N. 09-12-110-006
 09-12-110-007
 09-12-110-014
 09-12-110-015

EXHIBIT B

**PERCENTAGE INTEREST IN COMMON ELEMENTS
VINE STREET STATION CONDOMINIUM ASSOCIATION**

Unit Number	Percentage of Ownership Interest in Common Elements	Limited Common Element Parking Space	Limited Common Element Storage Space
2A	7.85		
2B	10.18		
2C	7.09		
2D	9.69		
2E	7.96		
2F	7.23		
3A	7.85		
3B	10.18		
3C	7.09		
3D	9.69		
3E	7.96		
3F	7.23		
Total	100.00		

EXHIBIT C

PLAT OF SURVEY

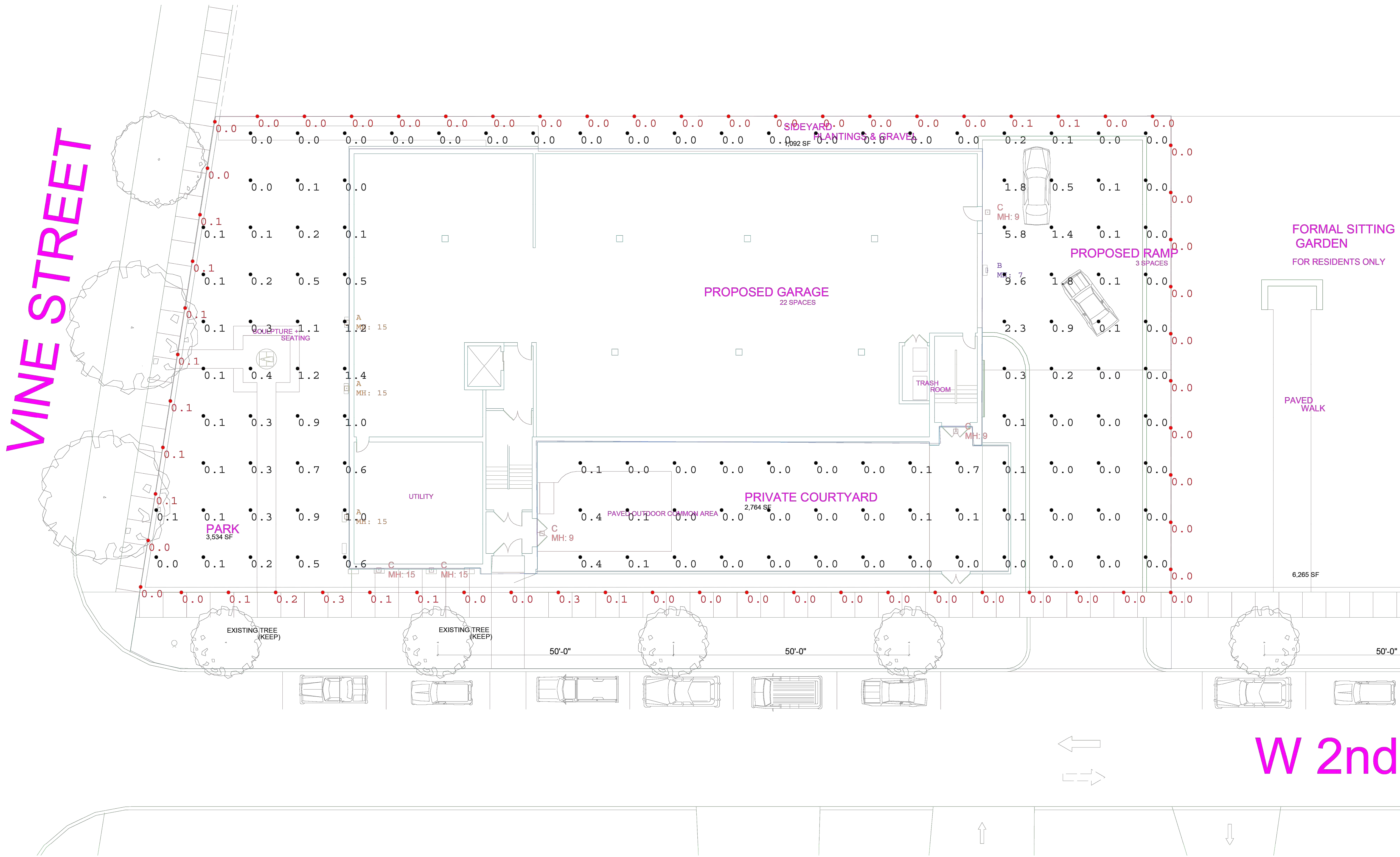
EXHIBIT D

AGE VERIFICATION ADDENDUM

3/6/2023 4:56 PM
Z:\Projects - Seeg\2022 Projects\202232 - Condo Conversion - 125 Vine St - Hinsdale, IL\Drawings\Elect\202232 E10 Photometric Plan.dwg

Luminaire Schedule			
Symbol	Tag	Qty	Description
⬢	A	3	WS-W9202-WT
⬢	C	5	WS-W9201-WT
⬢	B	1	ORB15C1X25U4KC

Calculation Summary						
Label	CalcType	Avg	Max	Min	Max/Min	
EAST SIDE OF BLDG GARAGE	Illuminance	1.30	10.4	0.0	N.A.	
OVERALL SITE_Planar	Illuminance	0.36	9.6	0.0	N.A.	
PRIVATE COURTYARD_Planar	Illuminance	0.11	1.2	0.0	N.A.	
PROPERTY LINE	Illuminance	0.03	0.3	0.0	N.A.	
SOUTH SIDE OF BLDG	Illuminance	0.04	0.3	0.0	N.A.	
WEST SIDE OF BLDG	Illuminance	0.45	2.1	0.0	N.A.	



#	Date	Comments

Revisions

Drawn By: BOSM
Checked By:
Date: 3/2/2023
Scale:

DEPARTMENT OF BUILDING APPROVAL STAMP

THESE PLANS AND SPECIFICATIONS ARE PROTECTED
UNDER FEDERAL COPYRIGHT LAWS. © TANDEM ARCHITECTURE
MAINTAINS OWNERSHIP OF SUCH AND ALL RIGHTS PRIVILEGES.

CONCEPT PLAN	4/19/2021
CONCEPT PLAN	4/27/2021
CONCEPT PLAN	5/13/2021
REV SITE PLAN	7/22/2021
ELEV'S	09/03/21
BOARD SUBMITTAL	10/22/21
BOARD SUBMITTAL	12/15/21
BOARD SUBMITTAL	1/7/22
BOARD SUBMITTAL	6/10/22
ZONING SUBMITTAL	10/14/22
ZONING SUBMITTAL	03/02/23

125 S. VINE ST.
HINSDALE, IL

TANDEM ARCHITECTURE

JOB NO.	A21503
PROJ. MGR.	M.C.
JOB CAPTAIN	SEEG
CHECKED BY	M.C.

SHEET:
E-1.0

Dimensions	
Width (D)	14 1/4" (362mm)
Length (B)	11 1/4" (289mm)
Height (A)	9 1/4" (232mm)

1882 150 Pemo

882 150 Pemco

WAC Lighting retains the right to modify the design of our products at any time as part of the company's continuous improvement program. SEP 2015

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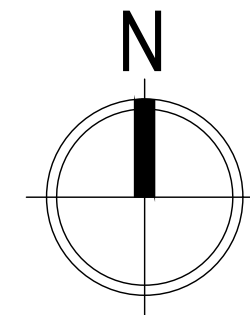
DEPARTMENT OF BUILDING APPROVAL STAMP



TANDEM
ARCHITECTURE

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CONCEPT PLAN	4/19/2021
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BOARD SUBMITTAL	6/10/22
ZONING SUBMITTAL	10/14/22
ZONING SUBMITTAL	03/02/23

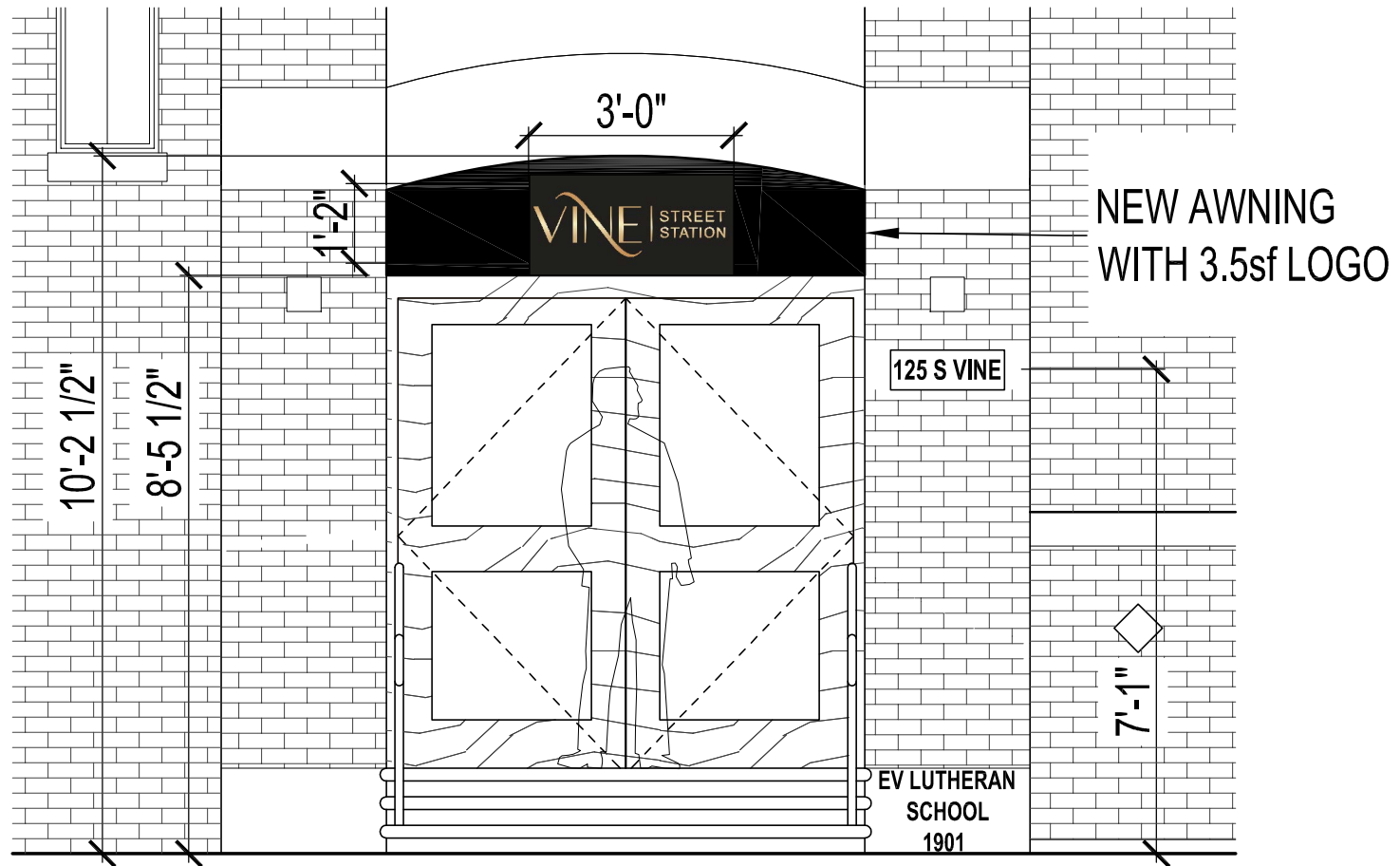


125 S. VINE ST.
HINSDALE, IL

TANDEM ARCHITECTURE

JOB NO.	A2150
PROJ. MGR.	M.C.
JOB CAPTAIN	SEEG
CHECKED BY	M.C.

SHEET: **E-1.1**

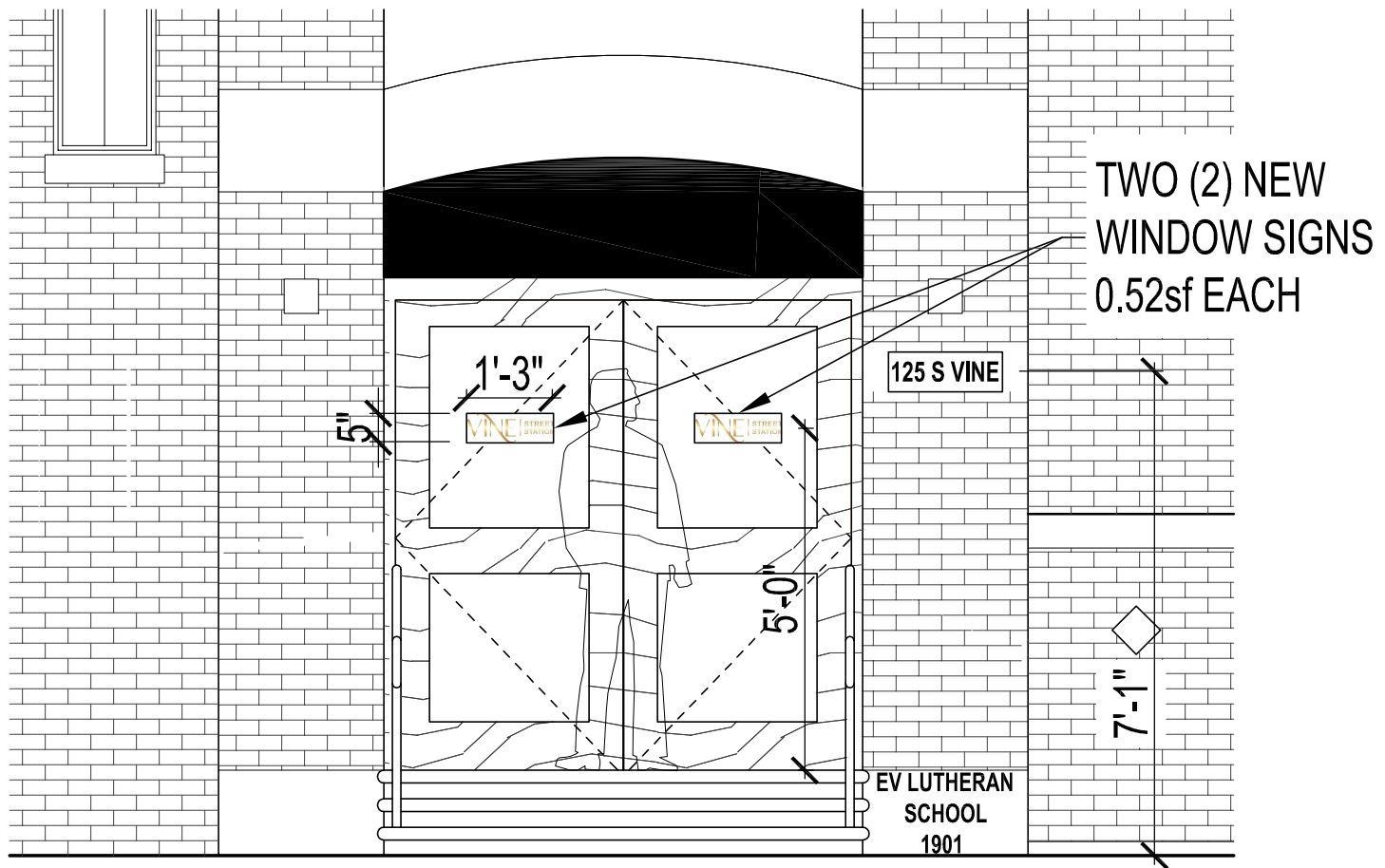


125 S. VINE ST.

AWNING SIGN EXHIBIT

3/8" = 1'-0"

05/26/23



125 S. VINE ST.

DOOR SIGN EXHIBIT

3/8" = 1'-0"

05/25/23



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

Applicant

Name: Michael O'Connor
Address: 1 Walker Ave Suite 300
City/Zip: Clarendon Hills, IL
Phone/Fax: (219) 764-3104 / _____
E-Mail: moconnor@holladayproperties.com
Contact Name: Michael O'Connor

Contractor

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

ADDRESS OF SIGN LOCATION: 125 South Vine Street

ZONING DISTRICT: O-1 Specialty Office District

SIGN TYPE: Other

ILLUMINATION None



Sign Information:

Overall Size (Square Feet): 3 sf (15" x 5")

Overall Height from Grade: 10.25 Ft.

Proposed Colors (Maximum of Three Colors):

- ① Gold
② _____
③ _____

Site Information:

Lot/Street Frontage: 101.28 feet

Building/Tenant Frontage: Single Tenant

Existing Sign Information:

Business Name: NA

Size of Sign: _____ 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.

Michael C. Iacono
Signature of Applicant

07/05/2023

Date

Michael C. Iacono

07/05/20

Signature of Building Owner - Contract Purchaser 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: _____



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

Applicant

Name: Michael O'Connor
Address: 1 Walker Ave Suite 300
City/Zip: Clarendon Hills, IL
Phone/Fax: (219) 764-3104 / _____
E-Mail: moconnor@holladayproperties.com
Contact Name: Michael O'Connor

Contractor

Name: TBD
Address: _____
City/Zip: _____
Phone/Fax: () _____ / _____
E-Mail: _____
Contact Name: _____

ADDRESS OF SIGN LOCATION: 125 South Vine Street

ZONING DISTRICT: O-1 Specialty Office District

SIGN TYPE: Window Sign

ILLUMINATION None



Sign Information:

Overall Size (Square Feet): 1.04 (30" x 5")

Overall Height from Grade: 6.5 Ft.

Proposed Colors (Maximum of Three Colors):

① Dark Bronze

② _____

③ _____

Site Information:

Lot/Street Frontage: 101.28 feet

Building/Tenant Frontage: Single Tenant

Existing Sign Information:

Business Name: NA

Size of Sign: _____ 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.

Michael C. I. Connor
Signature of Applicant

07/05/2023

Date

Michael C. I. Connor
Signature of Building Owner - Contract Purchaser

07/05/20

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: _____