



MEETING AGENDA

REGULAR MEETING OF THE VILLAGE BOARD OF TRUSTEES

Tuesday, November 21, 2023

7:00 P.M.

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

1. **CALL TO ORDER/ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **APPROVAL OF MINUTES**
 - a) Regular meeting of November 7, 2023
4. **VILLAGE PRESIDENT'S REPORT**
5. **PUBLIC HEARING – TAX LEVY**
6. **CITIZENS' PETITIONS*** (Pertaining to items appearing on this agenda)
7. **FIRST READINGS – INTRODUCTION****

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

Administration & Community Affairs (Chair Posthuma)

- a) Approve an Ordinance Levying Taxes for Corporate Purposes for the Fiscal Year of the Village of Hinsdale, Illinois Commencing on January 1, 2023 and Ending on December 31, 2023.
- b) Approve a Resolution abating the tax hereto levied for the year 2023 to pay the principal of and interest on \$2,710,000 General Obligation Refunding Bonds (Library Fund Tax Alternate Revenue Source), Series 2013A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.
- c) Approve a Resolution abating the tax hereto levied for the year 2023 to pay the principal



of and interest on \$2,025,000 General Obligation Bonds (Waterworks and Sewerage System Alternate Revenue Source), Series 2014A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

- d) Approve a Resolution abating the tax hereto levied for the year 2023 to pay the principal of and interest on \$5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2014B, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.
- e) Approve a Resolution abating the tax hereto levied for the year 2023 to pay the principal of and interest on \$9,775,000 General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2017A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.
- f) Approve a Resolution abating the tax hereto levied for the year 2023 to pay the principal of and interest on \$20,000,000 General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2018A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.
- g) Approve a Resolution abating the tax hereto levied for the year 2023 to pay the principal of and interest on \$2,655,000 General Obligation Bonds (Alternate Revenue Source), Series 2021, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.
- h) Approve an Ordinance Approving a Water Purchase and Sale Contract Between the DuPage Water Commission and Contract Customers.
- i) Approve an Ordinance Approving an Extension of the Water Supply Contract Between the DuPage Water Commission and the City of Chicago.
- j) Approve an Ordinance Approving the issuance of a Class "A2" and a Class "A4" Liquor License for Altamura Pizza Inc. at 9 W. First Street.
- k) Approve the Proposed 2024 Annual Budget that includes the Proposed 2024-2028 Capital Improvement Program (CIP), the Proposed 2024 Master Infrastructure Program (MIP) and the Proposed General Fund and Water/Sewer Fund Reserve Policy.
- l) Approve an agreement with JLD Consulting Group, LLC to provide lobbying services through the end of December 2024 at a cost not to exceed \$66,000.
- m) Approve the 2024 Seasonal Pay plan to include the period January 1, 2024 – December 31, 2024.
- n) Approve a one-year contract to Sikich to provide Auditing Services for CY 2023.

Environment & Public Services (Chair Byrnes)

- o) Approve an amendment to the water tower lease agreement between the Village of Hinsdale and T-Mobile Central LLC.
- p) Approve the purchase of a 2024 Ford F250 and a 2024 Ford F350 from Sutton Ford Commercial and Fleet through the DuPage Mayors and Manager's Suburban Purchasing Cooperative.

Zoning and Public Safety (Chair Stifflear)

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

8. CONSENT AGENDA

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

Administration & Community Affairs (Chair Posthuma)

- a) Approve payment of the accounts payable for the period of November 2, 2023 through

November 15, 2023 in the aggregate amount of \$958,448.64 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the file with the Village Clerk. ***

Zoning and Public Safety (Chair Stifflear)

- b) Waive the competitive bidding process and authorize staff to approve payment to iTouch Biometrics, Chicago, Illinois for the purchase of a finger print identification system in the amount of \$24,090. (*First Reading - November 7, 2023*)

9. SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

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

Environment & Public Services (Chair Byrnes)

- a) Accept a proposal from Diaz Group LLC for contracted snow removal and salting of Brush Hill Train Station and Highland Train Station in the amount of \$37,190. (*First Reading – November 7, 2023*)

Zoning and Public Safety (Chair Stifflear)

- b) Approve an Ordinance Approving a Tentative and Final Plat of Subdivision – Vine Street Station Planned Development – Holladay Properties Services Midwest, Inc. And Zion Lutheran Church – 125 S. Vine Street and a Portion of 116 S. Grant Street; **and** Approve an Ordinance Amending the Official Zoning Map of the Village Of Hinsdale Relative to Property Located at 125 S. Vine Street and a Portion Of 116 S. Grant Street – Holladay Properties Services Midwest, Inc. And Zion Lutheran Church; **and** Approve an Ordinance Approving a Detailed Plan for Planned Development, Associated Waivers and Variations, Exterior Appearance And Site Plan Approval, And A Sign Permit For The Vine Street Station Planned Development And Lifestyle Housing At 125 S. Vine Street And A Portion Of 116 S. Grant Street – Holladay Properties Services Midwest, Inc. And Zion Lutheran Church. (*First Reading - November 7, 2023*)

10. DISCUSSION ITEMS

- a) Tollway Update
- b) 150th Update

11. DEPARTMENT AND STAFF REPORTS

- a) Community Development

12. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

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

14. TRUSTEE COMMENTS

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

16. ADJOURNMENT

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

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

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

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

The Village of Hinsdale is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to promptly contact Andrianna Peterson, ADA Coordinator, at 630-789-7005 to allow the Village of Hinsdale to make reasonable accommodations for those persons.

Website: www.villageofhinsdale.org

**VILLAGE OF HINSDALE
VILLAGE BOARD OF TRUSTEES
MINUTES OF THE REGULAR MEETING
November 7, 2023**

The regular meeting of the Hinsdale Village Board of Trustees was called to order by Village Trustee Luke Stifflear in Memorial Hall of the Memorial Building on Tuesday, November 7, 2023 at 7:03 p.m. Roll call was taken.

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

Absent: President Cauley

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

Present electronically: Human Resources Director Tracy McLaughlin

Trustee Posthuma stated President Cauley would not be in attendance.

Trustee Posthuma moved to **Appoint Trustee Stifflear as President Pro Tem**. Trustee Byrnes seconded the motion.

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

NAYS: None

ABSTAIN: Trustee Stifflear

ABSENT: None

PLEDGE OF ALLEGIANCE

Trustee Stifflear led those in attendance in the Pledge of Allegiance.

APPROVAL OF MINUTES

a) Special meeting of October 16, 2023

Trustee Posthuma moved to **approve the minutes of the special meeting of October 16, 2023, as presented**. Trustee Byrnes seconded the motion.

AYES: Trustees Posthuma, Braden, Fisher and Banke

NAYS: None

ABSTAIN: Trustee Byrnes

ABSENT: None

Motion carried.

VILLAGE PRESIDENT'S REPORT

Trustee Stifflear reported the Village of Hinsdale has a Snow Shoveling Referral Program which provides Hinsdale residents who are over age 60 or who have a disability with the names and contact information of volunteers willing to shovel snow. The program helps to connect residents in need with residents seeking ways to volunteer and contribute to their community. Individuals looking to give back, or who are seeking community service/volunteer hours are encouraged to complete the Application for Snow Shoveling located on the Village's website.

Trustee Stifflear also reported that Saturday, November 25, is Small Business Saturday, a day to celebrate and support small businesses.

APPOINTMENT OF VILLAGE TREASURER

Trustee Posthuma explained that Assistant Village Manager / Director of Finance Carrie Dittman would be appointed as Village Treasurer. He stated she is well qualified for the position as she is a Certified Public Accountant with experience in management and experience as the Director of Finance with two other municipalities.

Trustee Posthuma moved to **Approve Carrie Dittman as Village Treasurer**. Trustee Fisher seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

RESOLUTION – 2023 ESTIMATED TAX LEVY

a) Approve a Resolution Estimating the Village of Hinsdale 2023 Real Estate Tax Levy.

Trustee Posthuma introduced the item. He explained property taxes constitute approximately 37% of Village revenues, and the Village is allowed to increase its levy from the previous year's levy by the lesser of the CPI-U or 5%. The Illinois Department of Revenue stipulated that the 2023 Tax Levy increase will be limited to 5.0% since the CPI as of December 31, 2022 was 6.5%. The Tax Cap Legislation also provides the ability to levy above the limit to capture "new growth construction". The Village's estimate of new growth in equalized assessed valuation (EAV) of \$17.83 million (1/3 of the 2022 adjusted building permit construction value of \$53.5 million) will allow the Village to capture the additional taxes.

Trustee Posthuma explained there are also non-capped levy amounts which include a small piece of the fire pension, the Gateway Recreational Program for disabled residents, and debt service not subject to abatement. He stated the Library Board has a proposed 5.5% increase.

Trustee Stifflear stated the total amount being levied would be \$12,378, 932. He explained there will be a Public Hearing and a first reading of the Tax Levy Ordinance at the November 21, 2023, Village Board meeting.

Assistant Village Manager / Director of Finance Carrie Dittman stated notice of the Public Hearing would be posted in the Hinsdalean this Thursday.

- a) Trustee Posthuma moved to **Approve a Resolution Estimating the Village of Hinsdale 2023 Real Estate Tax Levy**. Trustee Banke seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

CITIZENS' PETITIONS (Pertaining to items appearing on this agenda)

There were no Citizen's Petitions pertaining to items appearing on this agenda.

FIRST READINGS – INTRODUCTION

Environment & Public Services (Chair Byrnes)

- a) **Accept a proposal from Diaz Group LLC for contracted snow removal and salting of Brush Hill Train Station and Highland Train Station in the amount of \$29,355.**

Trustee Byrnes introduced the item. He explained the Village is responsible for snow removal and deicing at the Brush Hill and Highland train station platforms. Last year, the Village contracted for these services at the stations, which enabled Public Services staff to focus their resources on keeping the Village's streets clear during the critical rush hour periods especially in longer duration snow events. He stated Public Services is down one full-time employee and does not anticipate filling the position prior to the start of the winter season.

Trustee Byrnes explained the contracted fee must be paid even if the amount of snow that falls is under 45".

Trustee Stifflear questioned the "Blizzard Clause" which states that if there is more than eight inches of continuous snow additional fees will be added. Director of Public Services George Peluso stated he would look into the clause before the next meeting.

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

Zoning and Public Safety (Chair Stifflear)

b) Waive the competitive bidding process and authorize staff to approve payment to iTouch Biometrics, Chicago, Illinois for the purchase of a finger print identification system in the amount of \$24,090.

Trustee Stifflear introduced the item. He explained the current fingerprint identification system used by the Police Department was scheduled for replacement in 2020, but was deferred to 2023. He stated Police Department staff recommends waiving the competitive bidding process to select the iTouch system, which was the highest bidder, as it is already configured to integrate with DuPage County's record management system and Cook County's booking system. The two lower bidders do not currently integrate with the county systems. Integration is important as it increases the efficiency, accuracy, and reduces a police officer's time during the booking/ reporting process which currently requires the officer to enter the detainee's identifiers separately in the report system database. Trustee Stifflear stated the iTouch system offers the most functionality while still falling within the Village's budgeted amount of \$30,000.

Trustee Banke asked if there are any other products that integrate with county systems. Police Chief Brian King stated that of the three bids received, the iTouch system was the only one that currently integrates with the county systems.

The Board agreed to move this item forward to the consent agenda at their next meeting.

c) Approve an Ordinance Approving a Tentative and Final Plat of Subdivision – Vine Street Station Planned Development – Holladay Properties Services Midwest, Inc. And Zion Lutheran Church – 125 S. Vine Street and a Portion of 116 S. Grant Street; and Approve an Ordinance Amending the Official Zoning Map of the Village Of Hinsdale Relative to Property Located at 125 S. Vine Street and a Portion Of 116 S. Grant Street – Holladay Properties Services Midwest, Inc. And Zion Lutheran Church; and Approve an Ordinance Approving a Detailed Plan for Planned Development, Associated Waivers and Variations, Exterior Appearance And Site Plan Approval, And A Sign Permit For The Vine Street Station Planned Development And Lifestyle Housing At 125 S. Vine Street And A Portion Of 116 S. Grant Street – Holladay Properties Services Midwest, Inc. And Zion Lutheran Church.

Trustee Stifflear introduced the item. He explained the applicant, Holladay Properties, is proposing to convert the building at 125 Grant Street into twelve age restricted housing units to be known as Vine Street Station. The proposed plan includes ten two-bedroom units and two one-bedroom units. Eighty percent of units will be occupied by persons 55 or older. He explained the age restriction would be in the bylaws of the association and would not be able to be changed without Village Board approval.

Trustee Stifflear briefly explained the item's meeting history. The Plan Commission recommended approval of the Detailed Plan with the following conditions: limiting the hours of the outdoor television, Village review of parking signs, making Second Street a two-way street and investigate additional stormwater improvements. Trustee Stifflear explained the Police Department would begin the process of reviewing parking signs and President Cauley did not

want Second Street to be a condition of the item. Trustee Stifflear also noted the project increases the amount of pervious space and meets all code requirements.

Trustee Stifflear stated the specific items before the Board were:

- Approve an Ordinance approving a tentative and final plat of subdivision for 125 S. Vine Street and a portion of 116 S. Grant Street.
- Approve an Ordinance amending the Official Zoning Map relative to the property at 125 S. Vine Street and a portion of 116 S. Grant Street. This amendment would change the zoning from Institutional Building to O1. Trustee Stifflear stated the change makes the zoning more restrictive and cohesive with the surrounding neighborhood.
- Approve an Ordinance for the detailed plan for planned development, associated waivers and variations, exterior appearance and site plan approval and a sign permit.

Drew Mitchell, a partner with Holladay Properties, gave an overview of Vine Street Station. He explained the project saves a building built in 1931 that has been in decline, allows empty nesters to downsize, generates real estate tax and introduces an outdoor space with a public park and sitting garden.

Trustee Byrnes asked if two units could be combined together. Mr. Mitchell explained that while he personally thinks there are benefits to allowing it, they are not contemplating that now and there may be limitations structurally. He introduced architect Chris Walsh who explained the units needed to be kept to two bedrooms, so combining may not be possible.

Trustee Byrnes asked if owners would be permitted to rent their units out. Mr. Mitchell explained it was addressed in the bylaws that units could be rented for a minimum of one year.

Trustee Banke questioned the landscape plan, screening, and what the plan would be to deal with residents who may have an issue. Mr. Mitchell explained there is a solid landscape plan in place and they are willing to meet with neighbors to make sure they agree with the plan. Trustee Banke stressed the importance of communication and understanding with the neighbors to avoid disputes.

Trustee Fisher commented that the project looked great and the landscaping plan was very thorough with a nice range of plants.

Trustee Byrnes asked if the parking spaces would be narrow. Mr. Mitchell stated all parking spots would be Village code compliant.

Trustee Braden stated it was a wonderful case for commercial building preservation.

Trustee Stifflear explained the Board would vote on the detailed plan at the November 21, 2023 meeting. The final plan for the project would be done administratively.

Trustee Byrnes asked about a move-in date and Mr. Mitchell said approximately Labor Day 2025.

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

d) Approve an Ordinance Approving an Exterior Appearance Plan and Site Plan for the Installation of a Brick Wall and Bollards – 102 W. Chicago Avenue – Fuller’s Service Center, Inc.

Trustee Stifflear introduced the item. He explained the applicant requests approval of an Exterior Appearance and Site Plan review to allow for the installation of a brick wall and bollards for Fuller’s Car Wash, 102 W. Chicago Avenue. He stated that in August, eleven bollards were installed at the southeast corner of the site without prior approval from the Village following an accident at the property. The red brick wall will measure approximately 40’ in length. As proposed, the majority of the brick wall will have a height of 4.9’. The two end caps on each side of the wall will measure 5.25’ feet tall. A decorative light fixture will be installed on top of each end cap. Trustee Stifflear noted the brick will match the car wash and the wall on the north side of the street.

Trustee Stifflear stated the Plan Commission unanimously recommended approval at their October 11, 2023 meeting.

There was discussion over the spacing of the bollards. Joel Groenewold, the project attorney representing the applicant, explained the purpose of the brick wall was to enclose the bollards so they could not be seen. He noted the bollards were put in by Murphy’s Sealcoating.

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

CONSENT AGENDA

Administration & Community Affairs (Chair Posthuma)

a) Trustee Stifflear moved to **Approve payment of the accounts payable for the period of October 12, 2023 through November 1, 2023 in the aggregate amount of \$2,090,081.81 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee Banke seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

The following items were approved by omnibus vote:

Administration & Community Affairs (Chair Posthuma)

b) Accept the Village’s Annual Comprehensive Financial Report, Management Letter, Single Audit Report, Report on Allocation of Pension Amounts for the IL Municipal Retirement Fund (IMRF), and IL Grant Accountability and Transparency Act (GATA) Consolidated Year End

Financial Report (CYEFR) for the Fiscal Year Ended December 31, 2022. (First Reading – October 16, 2023)

c) Waive the competitive bidding process and authorize staff to purchase the equipment prior to November 1, 2023 and approve the installation of a new playground at Burns Field through Playcore Wisconsin, Inc. d/b/a GameTime, and GameTime c/o Cunningham Recreation of Charlotte, North Carolina, at a cost not to exceed \$177,050.23. (First Reading – October 16, 2023)

Environment & Public Services (Chair Byrnes)

d) Approve a proposal from Illinois Pump, Inc. in the amount of \$49,486 to remove and replace two submersible pumps and two check valves at the Veeck Park CSO Facility.***

e) Approve State of Illinois joint bid purchase of bulk winter deicing salt to Cargill, Inc. in the amount of \$49,273.***

Zoning and Public Safety (Chair Stifflear)

f) Approve an Ordinance Authorizing an Intergovernmental Agreement for Participation in the Mutual Aid Box Alarm System (MABAS Master Agreement 2022). (*First Reading – October 16, 2023*)

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

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

Zoning and Public Safety (Chair Stifflear)

a) Approve an Ordinance Approving Variations Relative to Signage at Hinsdale Middle School at 100 S. Garfield Street, Hinsdale, Illinois – Community Consolidated School District #181 – Case Number V-02-23. (*First Reading – October 16, 2023*)

Trustee Stifflear introduced the item. He explained Community Consolidated School District 181 is requesting relief from the sign regulations set forth in section 9-106 of the zoning code in order to approve signage at Hinsdale Middle School. The specific relief requested is to:

- Increase the number of wall signs permitted from two to six
- Increase the maximum gross surface area of wall signs from 100 square feet to 114.7 square feet
- Increase the maximum gross surface area of an official emblem when displayed as a wall sight from three square feet to 18.8 square feet

- Increase the maximum height of the wall sign located on the east elevation facing Garfield Avenue from twenty feet or no higher than the bottom of any second-floor window, whichever is less, to thirty-nine feet
- Increase the size of two flags from twenty-four square feet to ninety-six square feet

Trustee Stifflear explained the Plan Commission reviewed the content of the signs and there were resident concerns regarding the noise generated by the flagpole, the lack of a glare shield on the monument sign, when the lights would turn off, and the brightness of the interior lights. The Plan Commission unanimously recommended approval, subject to the applicant addressing the resident concerns. The Zoning Board of Appeals held a Public Hearing on August 17, 2023, and determined the standards for a variation had been met.

Trustee Byrnes questioned the need for the flagpole on Garfield Street when there is one in front of the entrance off Third Street. He stated he did not feel the size of the flag is appropriate.

Mr. Mike Dugan, representative from School District 181, explained the flag is the same size as the one on Third Street.

Mr. Jim Oles, 603 S. Garfield, spoke of concerns related to lighting and flagpole noise. He stated the issues are ongoing and he feels they are not being addressed by School District 181 consistently. He would like more communication with the School District.

There was a discussion regarding the lighting. Mr. Dugan stated a contractor would be working over winter break to adjust the timing controls on the outdoor lighting. Village Manager Kathleen Gargano stated Staff would look into the resident's concerns.

Trustee Banke moved to **Approve an Ordinance Approving Variations Relative to Signage at Hinsdale Middle School at 100 S. Garfield Street, Hinsdale, Illinois – Community Consolidated School District #181 – Case Number V-02-23.** Trustee Fisher seconded the motion.

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

NAYS: Trustee Byrnes

ABSTAIN: None

ABSENT: None

DISCUSSION ITEMS

a) Tollway Update

Assistant Village Manager Andrianna Peterson reported the ramp connecting Ogden Avenue to northbound 294 would be closed until December. More information is available at www.illinoistollway.com

b) 150th Update

Trustee Fisher reported the Village has received over \$50,000 in donations for the Memorial Building Historic Plaza and Roof Railing Campaign and staff and Board members are working on finalizing plans with a goal of breaking ground in the spring. She stated the Village lawn and Memorial Building serve as centerpieces of the Village. She thanked Plan Commissioners Cynthia Curry, Julie Crnovich and Scott Moore for their work on the bell and carillon.

DEPARTMENT AND STAFF REPORTS

None.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

None.

CITIZENS' PETITIONS (Pertaining to any Village issue)

Mr. Kyle Comstock spoke of continued concerns related to the medical office building at 911 N. Elm not providing changing tables in the public restrooms. After Mr. Comstock relayed his concerns at the September 19, 2023, Village Board meeting, staff spoke with the building's management and they committed to installing the changing stations. Mr. Comstock was told by the building management that it could take up to six months to install the changing tables. Trustee Stifflear stated staff would follow up again with the building management.

TRUSTEE COMMENTS

None.

ADJOURNMENT

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

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried

Meeting adjourned at 8:18 p.m.

ATTEST : _____
Emily Tompkins, Village Clerk



REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: First Reading – ACA

SUBJECT: Tax Levy Documents

MEETING DATE: November 21, 2023

FROM: Carrie Dittman, Asst. Village Manager/Director of Finance

Recommended Motions

1. To approve an Ordinance Levying Taxes for Corporate Purposes for the Fiscal Year of the Village of Hinsdale, Illinois Commencing on January 1, 2023 and Ending on December 31, 2023 in the aggregate amount of \$15,577,075.
2. To approve a Resolution abating the tax hereto levied for the year 2023 to pay the principal of and interest on \$2,710,000 General Obligation Refunding Bonds (Library Fund Tax Alternate Revenue Source), Series 2013A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.
3. To approve a Resolution abating the tax hereto levied for the year 2023 to pay the principal of and interest on \$2,025,000 General Obligation Bonds (Waterworks and Sewerage System Alternate Revenue Source), Series 2014A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.
4. To approve a Resolution abating the tax hereto levied for the year 2023 to pay the principal of and interest on \$5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2014B, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.
5. To approve a Resolution abating the tax hereto levied for the year 2023 to pay the principal of and interest on \$9,775,000 General Obligation Bonds (Alternate Revenue Source), Series 2017A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.
6. To approve a Resolution abating the tax hereto levied for the year 2023 to pay the principal of and interest on \$20,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2018A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.
7. To approve a Resolution abating the tax hereto levied for the year 2023 to pay the principal of and interest on \$2,655,000 General Obligation Bonds (Alternate Revenue Source), Series 2021, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

Background

In order to inform the Community of the Village's intentions to adopt the annual tax levy ordinance, on November 7, 2023 the Village Board passed a resolution estimating the levy of property taxes in the amount of **\$12,378,932**. The attached documents include the ordinance to levy the taxes for Tax Levy Year 2023 (received in 2024), as well as six (6) resolutions that will abate the property tax levy associated with six different bond issues, since the Village has pledged alternative revenue sources for the debt service payments on these bonds. Exhibit A to the levy ordinance shows the levy by Village account number and by levy line item on the summary page. The following table summarizes the levies and abatements:

	2023 Levy Amount
Village Levy	\$ 11,903,519
Library Levy*	3,673,556
Total Gross Village & Library	15,577,075
Less Village Abatements:	
2013A Bonds	(283,812.50)
2014A Bonds	(168,750.00)
2014B Bonds	(356,080.00)
2017A Bonds	(672,287.50)
2018A Bonds	(1,410,212.50)
2021 Bonds	(307,000.00)
Total Abatements	(3,198,142.50)
Net Levy	12,378,932.50
Net Village Levy	8,705,376
Library Levy*	3,673,556
Total Net Levy	12,378,932

*The amount of taxes that will actually be levied is subject to change depending on the final levy to be adopted by the Library Board. Should any change in the Library levy occur, this will be adjusted prior to the second reading.

Discussion & Recommendation

Move the items to second reads at the next Village board meeting.

Budget Impact

Property tax revenue provides funding for 37% of General Fund operations and about 98% of Library operations.

Village Board and/or Committee Action

N/A

Documents Attached

1. Tax levy ordinance
2. Six abatement resolutions

VILLAGE OF HINSDALE**ORDINANCE NO. O2023-****AN ORDINANCE LEVYING TAXES FOR CORPORATE PURPOSES FOR THE FISCAL YEAR OF THE VILLAGE OF HINSDALE, ILLINOIS, COMMENCING ON JANUARY 1, 2023 AND ENDING ON DECEMBER 31, 2023**

WHEREAS, the President and Board of Trustees of the Village of Hinsdale, Cook and Du Page Counties and State of Illinois, did on March 7, 2023, adopt and approve Hinsdale Ordinance No. O2023-05, the Annual Appropriation Ordinance for the Village for the fiscal year commencing January 1, 2023 and ending December 31, 2023 the amount of such appropriations being the aggregate sum of \$58,575,159, and

WHEREAS, the Corporate Authorities of the Village of Hinsdale have ascertained that the total amount of appropriations budgeted for in 2023 and amounts deemed necessary to defray additional expenses and liabilities for all corporate purposes to be provided for by the tax levy for the fiscal year commencing January 1, 2023, and ending December 31, 2023, amounts to \$15,577,075 and

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

Section 1. Recitals. The foregoing recitals are hereby incorporated into this Ordinance as findings of the President and Board of Trustees.

Section 2. Tax Levy. There shall be and is hereby levied on all taxable property within the corporate limits of the Village of Hinsdale for the fiscal year commencing January 1, 2023, and ending December 31, 2023, the sum of \$15,577,075 for General Corporate purposes including Police Protection, Fire Protection, Recreation Programs for Handicapped, Debt Service Fund, Police Pension Fund, Firefighters Pension Fund and Library Funds, making a combined levy of \$15,577,075 as set forth in the attached Exhibit A, which Exhibit A is by this reference hereby fully incorporated into and made a part of this Ordinance.

Section 3. Unexpended Balance. Any unexpended balance of any item or items levied in and by this Ordinance may be expended in making up any deficiency in any items under the same general budget and levy for the same general purpose.

Section 4. Filing with County Clerk. The Village Clerk is hereby authorized and directed to file a certified copy of this Ordinance with the County Clerk of Cook County, Illinois, and the County Clerk of DuPage County, Illinois, prior to December 31, 2023, and in accordance with law, so that said tax may be extended and collected according to law.

Section 5. Severability. Should any clause, sentence, paragraph, or part of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or of any part of this Ordinance other than the part so declared to be invalid.

Section 6. Effective Date. This Ordinance shall take effect and be in full force and effect immediately on and after its passage and approval and publication in the manner required by law.

PASSED this 12th day of December 2023.

AYES:

NAYS:

ABSENT:

APPROVED this 12th day of December 2023.

Village President

ATTEST:

Village Clerk

Exhibit A - 2023 Tax Levy Ordinance

Corporate Fund - 100

Finance and Administration-Department 11

Tax Levy Amount

	<u>Appropriation</u>
7001 Full-Time Salaries	1,124,761
7003 Part-Time Salaries	160,872
7005 Longevity Pay	1,200
7009 Vehicle Allowance	12,835
7011 Overtime	5,500
7023 Water Fund Cost Allocation	(904,250)
7101 Social Security	75,506
7103 Medicare	18,642
7105 IMRF	60,550
7111 Health Insurance	198,465
7113 Dental Insurance	4,215
7115 Life Insurance	2,189
7131 Tuition Reimbursement	15,282
7133 Mileage Reimbursement	200
7135 Brd of Police/Fire Comm.	30,000
7137 Employment Advertising	7,500
7139 Personnel Expenses	16,024
7141 Staff Development & Training	14,200
7143 Membership Dues/Subscriptions	27,721
7145 Uniforms & Apparel	1,950
7149 Village-Wide Employee Relations	15,875
7201 Legal Expenses	588,000
7207 Auditing Services	41,915
7209 Accounting Services	21,000
7211 Actuarial Services	14,750
7213 Consulting Services	18,250
7215 Tollway /Lobbying Expenditures	84,000
7221 IT Service Contract	196,580
7223 IT Contracts & Service Agreements	114,810
7225 Utility Billing Expenses	15,000
7227 Vehicle License Expenses	22,000
7231 Telecommunications	23,575
7233 Cable/Internet	19,800
7249 Record Retention & Doc Mgmt	580
7251 Recording Fees-County	3,500
7269 Parking System Expenses	2,200
7299 Other Services	27,000
7301 Postage	20,800
7303 Office Supplies	8,300
7305 Breakroom Supplies	2,000
7307 Printing and Publications	11,000
7391 Computer Hardware, Software, Supplies	105,200
7405 Comp./Off. Equip. Maint.	13,300
7501 Plan Commission	1,000
7503 Historical Preservation Comm.	10,000
7505 Economic Development Comm.	90,000
7507 Ceremonial & Special Events	0
7507 Ceremonial Occasions	100,000
7509 HPC Incentive Prog Grants	40,000

Corporate Fund - 100**Finance and Administration-Department 11 (cont)****Tax Levy****Amount****Appropriation**

7513	Bank Fees	80,000	
7523	IRMA Premiums	64,020	
7525	Self-Insured Deductible	12,000	
7591	Contingency	350,000	
7595	Sales Tax Incentive Payments	175,000	
7599	Miscellaneous Expense	200	
7740	Transfer to MIP Projects Fund	1,720,000	
7901	General Equipment	135,000	
7903	Computer Equipment	151,280	
7909	Buildings	100,000	
Total Finance and Administration		5,271,297	0

Corporate Fund - 100**Police Department - Department 21****Tax Levy****Amount****Appropriation**

7001	Full-Time Salaries	2,855,262	2,855,262
7003	Part-Time Salaries	119,383	
7005	Longevity Pay	8,100	
7009	Vehicle Allowance	235	
7011	Overtime	325,500	223,857
7023	Water Fund Cost Allocation	(21,772)	
7101	Social Security	19,833	
7103	Medicare	43,132	
7105	IMRF	13,904	
7107	Police Pension Contributions	736,446	
7111	Health Insurance	497,686	
7113	Dental Insurance	12,464	
7115	Life Insurance	6,507	
7133	Mileage Reimbursement	2,000	
7141	Staff Development & Training	33,600	
7143	Membership Dues/Subscriptions	19,815	
7145	Uniforms	24,500	
7149	Employee Recog & Relations	1,100	
7213	Consulting Services	4,450	
7223	Data Processing Services	91,070	
7231	Telecommunications	44,000	
7233	Cable/Internet	3,050	
7235	Electric	3,000	
7237	Natural Gas	7,000	
7241	Custodial Services	16,900	
7247	Licenses & Permits	2,010	
7249	Record Retention & Doc Mgmt	4,900	
7263	Dispatch Services	350,000	
7269	Parking System Expenses	18,784	
7276	CALEA Accreditation Fee	4,745	
7277	Contribution to Other Agencies	23,120	
7301	Postage	0	
7303	Office Supplies	6,000	
7307	Printing and Publications	3,000	
7311	Gasoline & Oil	54,000	
7327	Building & Maintenance Supplies	2,200	

Corporate Fund - 100**Police Department - Department 21 (cont)**

	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7341 Citizen's Police Academy	300	
7343 Range Supplies	10,500	
7351 Emergency Management Supplies	0	
7353 Medical/Safety Supplies	1,500	
7359 Police Department Supplies	9,400	
7391 Computer Hardware, Software, Supplies	47,171	
7401 Building Maintenance	26,000	
7403 General Equipment Maintenance	12,550	
7405 Comp./Off. Equip. Maint.	6,740	
7407 Motor Vehicle Maintenance	25,000	
7417 Parking System Maintenance	800	
7523 IRMA Premiums	129,004	
7525 Self-Insured Deductible	42,000	
7901 General Equipment	15,600	
7903 Computer Equipment	30,000	
7907 Motor Vehicles	238,000	
7909 Buildings	250,000	
7591 Contingency	306,574	
Total Police Department	6,487,063	3,079,119

Corporate Fund - 100**Fire Department - Department 31**

	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7001 Full-Time Salaries	2,506,016	2,506,016
7003 Part-Time Salaries	91,799	91,799
7005 Longevity Pay	11,500	
7009 Vehicle Allowance	235	
7011 Overtime	320,000	320,000
7013 Reimbursable Overtime	0	
7013 Reimbursable Overtime	12,750	
7023 Water Fund Cost Allocation	(21,772)	
7101 Social Security	6,188	
7103 Medicare	37,668	
7105 IMRF	4,332	
7109 Firefighters' Pension Contributions	1,158,406	
7111 Health Insurance	405,483	161,303
7113 Dental Insurance	12,079	
7115 Life Insurance	5,744	
7141 Staff Development & Training	32,920	
7143 Membership Dues/Subscriptions	10,355	
7145 Uniforms	26,400	
7149 Employee Recog and Relations	1,250	
7231 Telecommunications	28,400	
7233 Cable/Internet	1,000	
7235 Electric	350	
7237 Natural Gas	7,000	
7241 Custodial Services	1,170	
7247 Licenses & Permits	259	
7249 Record Retention & Doc Mgmt	320	
7263 Dispatch Services	182,659	
7301 Postage	370	
7303 Office Supplies	3,480	

Corporate Fund - 100**Fire Department - Department 31 (cont)**

	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7305 Breakroom Supplies	600	
7307 Printing and Publications	1,000	
7311 Gasoline & Oil	25,300	
7313 Motor Vehicle Supplies	345	
7327 Building & Maintenance Supplies	7,840	
7329 Tools & Hardware	8,150	
7351 Emergency Management Supplies	300	
7353 Medical/Safety Supplies	15,950	
7355 Hazmat Supplies	1,900	
7357 Fire Department Supplies	4,200	
7391 Computer Hardware, Software, Supplies	23,441	
7401 Building Maintenance	29,860	
7403 General Equipment Maintenance	11,260	
7405 Comp./Off. Equip. Maint.	4,812	
7407 Motor Vehicle Maintenance	69,600	
7409 Radio Maintenance	10,400	
7423 Water System Maintenance	20,000	
7523 IRMA Premiums	118,925	
7525 Self-Insured Deductible	35,000	
7901 General Equipment	69,000	
7591 Contingency	265,212	
Total Fire Department	5,569,456	3,079,118

Corporate Fund - 100**Public Services Department - Department 41**

	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7001 Full-Time Salaries	1,393,093	
7003 Part-Time Salaries	30,501	
7005 Longevity Pay	4,050	
7009 Vehicle Allowance	14,700	
7011 Overtime	84,750	
7023 Water Fund Cost Allocation	(150,937)	
7101 Social Security	87,419	
7103 Medicare	20,642	
7105 IMRF	70,895	
7111 Health Insurance	255,790	
7113 Dental Insurance	7,964	
7115 Life Insurance	3,140	
7141 Staff Development & Training	10,680	
7143 Membership Dues/Subscriptions	8,870	
7145 Uniforms	15,440	
7147 Overtime Meals	2,200	
7203 Engineering & Architects	10,000	
7205 Biennial Bridge Inspections	5,000	
7213 Consulting Services	5,000	
7231 Telecommunications	9,050	
7235 Electric	103,000	
7237 Natural Gas	26,000	
7241 Custodial Services	73,362	
7243 Snow Removal	26,832	
7245 Dumping/Refuse Removal	23,580	
7247 Licenses & Permits	325	

Corporate Fund - 100**Public Services Department - Department 41 (cont)****Tax Levy****Amount****Appropriation**

7253	Street Sweeping	76,500	
7255	Mosquito Abatement	56,596	
7257	Tree Removals	72,000	
7259	Tree Pruning	100,000	
7261	Elm/Ash Tree Treatments	142,629	
7267	Third Party Review	80,000	
7271	Equipment Rental	1,500	
7275	Holiday Decorating	13,872	
7299	Other Services	3,300	
7303	Office Supplies	4,350	
7305	Breakroom Supplies	1,400	
7307	Printing and Publications	3,320	
7311	Gasoline & Oil	43,850	
7313	Motor Vehicle Supplies	2,300	
7323	Chemicals	123,683	
7325	Laboratory Supplies	0	
7327	Building Maintenance Supplies	6,200	
7329	Tools & Hardware	12,980	
7331	Trees	81,350	
7353	Medical/Safety Supplies	1,500	
7391	Computer Hardware, Software, Supplies	9,800	
7399	Non-Caitalized Equipment	7,000	
7401	Building Maintenance	56,414	
7403	General Equipment Maintenance	10,600	
7405	Comp./Off. Equip. Maint.	5,704	
7407	Motor Vehicle Maintenance	57,947	
7409	Radio Maintenance	800	
7411	Landscaping & Grounds Maint	91,710	
7413	Street & Sidewalk Maintenance	56,074	
7415	Traffic & Street Light Maint	64,870	
7427	Parking Deck Maintenance	71,489	
7523	IRMA Premiums	91,892	
7525	Self-Insured Deductible	60,000	
7901	General Equipment	110,000	
7907	Motor Vehicles	312,500	
7909	Buildings	466,000	
7913	Parking Lots	70,000	
7591	Contingency	225,574	
	Total Public Services Department	4,737,050	0

Corporate Fund - 100**Community Dev. Department - Department 51****Tax Levy****Amount****Appropriation**

7001	Full-Time Salaries	632,275	
7003	Part-Time Salaries	2,200	
7005	Longevity Pay	5,000	
7009	Vehicle Allowance	65,000	
7011	Overtime	4,200	
7023	Water Fund Cost Allocation	(176,713)	
7101	Social Security	42,408	
7103	Medicare	10,110	
7105	IMRF	31,487	

Corporate Fund - 100**Community Dev. Department - Department 51 (cont)****Tax Levy****Amount****Appropriation**

7111	Health Insurance	83,698	
7113	Dental Insurance	2,539	
7115	Life Insurance	1,384	
7133	Mileage Reimbursement	100	
7141	Staff Development & Training	3,500	
7143	Membership Dues/Subscriptions	1,675	
7145	Uniforms	1,000	
7213	Consulting Services	50,000	
7223	Data Processing Services	13,500	
7231	Telecommunications	7,900	
7249	Record Retention & Doc Mgmt	7,500	
7265	Outside Inspectors	25,500	
7267	Third Party Review	10,000	
7303	Office Supplies	5,000	
7305	Breakroom Supplies	400	
7307	Printing and Publications	1,200	
7311	Gasoline & Oil	1,850	
7329	Tools & Hardware	250	
7353	Medical/Safety Supplies	375	
7399	Non-Capitalized Equipment	1,000	
7405	Comp & Office Equipment Maintenance	4,340	
7407	Motor Vehicle Maintenance	1,500	
7523	IRMA Premiums	20,344	
7525	Self-Insured Deductible	2,500	
7591	Contingency	43,151	
	Total Community Development	906,173	0

Corporate Fund - 100**Parks & Recreation Department - Department 61****Tax Levy****Amount****Appropriation**

7001	Full-Time Salaries	475,215	
7003	Part-Time Salaries	385,700	
7005	Longevity Pay	1,150	
7009	Vehicle Allowance	6,300	
7011	Overtime	7,500	
7023	Water Fund Cost Allocation	(21,242)	
7101	Social Security	53,377	
7103	Medicare	12,483	
7105	IMRF	27,889	
7111	Health Insurance	73,772	
7113	Dental Insurance	2,886	
7115	Life Insurance	1,153	
7133	Mileage Reimbursement	600	
7141	Staff Development & Training	8,310	
7143	Membership Dues/Subscriptions	2,925	
7145	Uniforms	9,015	
7223	Data Processing Services	16,890	
7231	Telecommunications	12,150	
7233	Cable/Internet	4,890	
7235	Electric	78,200	
7237	Natural Gas	31,300	
7241	Custodial Services	29,750	

Corporate Fund - 100**Parks & Recreation Department - Department 61 (cont)**

	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7245 Dumping/Refuse Removal	18,216	
7247 Licenses & Permits	6,200	
7271 Equipment Rental	7,875	
7273 Recreation Programming	326,150	87,840
7303 Office Supplies	5,500	
7307 Printing and Publications	36,030	
7311 Gasoline & Oil	11,500	
7323 Chemicals	19,600	
7327 Building Maintenance Supplies	16,900	
7329 Tools & Hardware	1,850	
7353 Medical/Safety Supplies	2,170	
7361 Recreation Supplies	42,650	
7363 KLM Event Supplies	7,350	
7391 Computer Hardware, Software, Supplies	500	
7399 Non-Capitalized Equipment	12,700	
7401 Building Maintenance	53,225	
7403 General Equipment Maintenance	28,200	
7405 Comp./Off. Equip. Maint.	3,200	
7407 Motor Vehicle Maintenance	2,500	
7411 Landscaping & Grounds Maint	224,320	
7419 Parks Maintenance	2,500	
7513 Bank Fees	15,200	
7523 IRMA Premiums	53,873	
7525 Self-Insured Deductible	7,500	
7901 General Equipment	42,000	
7905 Park Equipment	55,000	
7907 Motor Vehicles	55,000	
7909 Buildings	162,000	
7911 Land/Grounds	246,000	
7591 Contingency	134,296	
Total Parks & Recreation Department	<u>2,820,218</u>	<u>87,840</u>

Motor Fuel Tax Fund - 200

	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7740 Transfer to MIP Projects Fund	0	
7990 Contingency for Unforeseen Expenses	0	
Total	<u>0</u>	<u>0</u>

Foreign Fire Insurance Fund - 210

	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7141 Staff Development and Training	35,700	
7145 Uniforms	9,000	
7391 Comp Hardware, Software, & Supplies	7,600	
7399 Non-Capitalized Equipment	37,700	
7521 Officials Bonds	0	
7591 Contingency for Unforeseen Expenses	9,000	
Total	<u>99,000</u>	<u>0</u>

Debt Service Funds - 300-310		<u>Appropriation</u>	<u>Tax Levy Amount</u>
7601	Bond Principal Payment	2,075,000	2,155,000
7605	Interest Expense	1,104,070	1,042,768
7607	Bond Paying Agent Fees	2,850	
7591	Contingency for Unforeseen Expenses	159,096	
	Total	3,341,016	3,197,768

MIP Infrastructure Projects Fund-400		<u>Appropriation</u>	<u>Tax Levy Amount</u>
7203	Engineering & Architects	800,000	
7730	Transfer to Debt Service Funds	2,744,755	
7762	Transfer to Water Capital	1,735,000	
7913	Parking Lots	380,000	
7915	Street Improvements	755,000	
7921	Sidewalks	250,000	
7591	Contingency for Unforeseen Expenses	333,238	
	Total	6,997,993	0

Water & Sewer Oper. Fund - 600		<u>Appropriation</u>	<u>Tax Levy Amount</u>
7001	Full-Time Salaries	673,071	
7005	Longevity Pay	3,600	
7009	Vehicle Allowance	4,200	
7011	Overtime	80,000	
7023	Water Fund Cost Allocation	1,296,686	
7101	Social Security	41,730	
7103	Medicare	9,760	
7105	IMRF	33,519	
7111	Health Insurance	109,739	
7113	Dental Insurance	3,617	
7115	Life Insurance	1,530	
7141	Staff Development & Training	840	
7143	Membership Dues/Subscriptions	7,420	
7145	Uniforms	3,700	
7147	Overtime Meals	400	
7203	Engineering & Architects	6,300	
7223	Data Processing Services	13,500	
7231	Telecommunications	20,000	
7233	Cable/Internet	2,100	
7235	Electric	52,000	
7237	Natural Gas	10,000	
7239	FLAGG Creek Sewer Charges	7,000	
7241	Custodial Services	10,560	
7245	Dumping	16,650	
7299	Other Services	6,689	
7301	Postage	16,080	
7303	Office Supplies	400	
7305	Breakroom Supplies and Coffee	400	
7307	Printing and Publications	2,900	
7311	Gasoline & Oil	14,200	
7321	DWC Cost	4,610,000	

Water & Sewer Oper. Fund - 600 (cont)	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7323 Chemicals	3,000	
7325 Laboratory Supplies	350	
7327 Building and Maintenance Supplies	750	
7329 Tools & Hardware	9,470	
7353 Medical/Safety Supplies	710	
7391 Comp Hardware, Software, & Supplies	24,850	
7399 Non-Capitalized Equipment	0	
7401 Building Maintenance	17,488	
7403 General Equipment Maintenance	3,550	
7405 Comp & Off Equipment Maintenance	350	
7407 Motor Vehicle Maintenance	5,100	
7423 Water System Maintenance	169,471	
7425 Sewer System Maintenance	83,380	
7511 Utility Tax	0	
7523 IRMA Premiums	220,318	
7525 Self-Insured Deductible	2,500	
7599 Miscellaneous Expense	750	
7603 Loan Principal Payment	193,878	
7605 Interest Expense	24,723	
7762 Transfer to Water Capital	0	
7763 Transfer to Water Alt Bond	170,219	
7901 General Equipment	215,000	
7907 Motor Vehicles	55,000	
7591 Contingency for Unforeseen Expenses	412,972	
Total	8,672,420	0

Water & Sewer Capital Fund - 620	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7917 Water Mains	2,605,000	
7919 Sewers	660,000	
7591 Contingency for Unforeseen Expenses	163,250	
Total	3,428,250	0

Water & Sewer 2014A Bond Fund-632	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7601 Bond Principal Payment	135,000	140,000
7605 Interest Expense	32,126	28,750
7607 Bank & Bond Fees	0	
7607 Bond Paying Agent Fees	475	
7591 Contingency for Unforeseen Expenses	8,380	
Total	175,981	168,750

Police Pension Fund - 700	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7031 Pension Payments	2,478,837	993,079
7033 Disability Payments	131,422	
7141 Staff Development and Training	3,500	
7143 Membership Dues/Subscriptions	795	
7201 Legal Expenses	10,000	
7209 Accounting Services	15,450	
7211 Actuarial Services	3,913	
7299 Other Services	21,620	
7513 Bank fees	1,000	
7599 Miscellaneous Expenses	7,500	
7591 Contingency for Unforeseen Expenses	267,404	
Total	<u>2,941,441</u>	<u>993,079</u>

Firefighters' Pension Fund - 710	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7031 Pension Payments	1,648,813	1,297,845
7033 Disability Payments	326,136	
7141 Staff Development and Training	1,500	
7143 Membership Dues/Subscriptions	795	
7201 Legal Expenses	10,182	
7209 Accounting Services	15,924	
7211 Actuarial Services	3,936	
7299 Other Services	19,239	
7513 Bank fees	1,000	
7521 Officials Bonds	0	
7599 Miscellaneous Expenses	1,500	
7591 Contingency for Unforeseen Expenses	202,903	
Total	<u>2,231,928</u>	<u>1,297,845</u>

Library Operations Fund - 900	<u>Appropriation</u>	<u>Tax Levy Amount</u>
7001 Full-Time Salaries	1,135,000	1,135,000
7003 Part-Time Salaries	510,000	510,000
7011 Overtime	400	400
7101 Social Security	101,990	101,990
7103 Medicare	23,853	17,544
7105 IMRF	65,000	61,684
7111 Health Insurance	120,000	120,000
7115 Life Insurance	2,300	2,300
7119 Unemployment Compensation	1,000	1,000
7139 Personnel Expenses	1,000	1,000
7513 Bank Fees	500	500
7523 IRMA Premiums	74,000	74,000
7525 Self-Insured Deductible	5,000	5,000
7730 Transfer to Debt Service Funds	268,712	268,712
7791 Transfer to Library Capital	315,000	315,000
7801 Staff Development	30,000	30,000
7802 Strategic Plan Implementation	20,000	20,000
7803 Staff Recognition-Internal	1,500	1,500
7804 Staff Recognition-External	2,000	2,000
7807 Marketing and Outreach	38,000	38,000

Library Operations Fund - 900 (cont)		<u>Appropriation</u>	<u>Tax Levy Amount</u>
7809	Library Programs-Youth	24,000	24,000
7811	Library Programs-Adult	14,000	14,000
7813	Youth Materials	70,000	70,000
7815	Adult Materials	107,000	107,000
7817	Databases	67,000	67,000
7819	Periodicals	15,000	15,000
7821	Digital Materials	115,000	115,000
7823	Collection Services Supplies	30,000	30,000
7824	Lost Books	200	200
7825	Catalog Services	42,137	42,137
7827	Hardware	60,000	60,000
7829	Computer Support & Software	50,000	50,000
7831	Custodial	46,800	46,800
7833	Utilities	13,650	13,650
7835	Janitorial-Maintenance Supplies	10,500	10,500
7837	Building Maintenance Contract	11,500	11,500
7839	Misc Repairs-Improvements	40,000	40,000
7841	Legal Expenses	5,000	5,000
7843	Planning Services	10,000	10,000
7845	Misc Contractual Services	5,000	5,000
7847	Postage	3,000	3,000
7849	Telephone	24,000	24,000
7851	Accounting	37,680	37,680
7853	Vending Supplies and Services	100	100
7855	Office Supplies	13,000	13,000
7857	Copier Service and Supplies	23,000	23,000
7859	Misc Supplies	1,400	1,400
7861	Board Development	2,500	2,500
7863	Special Events	7,000	7,000
7865	Helen O'Neill Scholarship	500	500
7867	Art Expenditures	2,000	2,000
7868	Donations Expenses	0	0
7869	Friends Pledges Expense	5,000	5,000
7870	Foundation Expenses	0	0
7873	Misc Expense	1,400	1,400
7591	Contingency	38,251	
	Total	3,610,873	3,562,997

Library Capital Projects Fund - 910		<u>Appropriation</u>	<u>Tax Levy Amount</u>
7903	Computer Equipment	40,000	40,000
7909	Buildings	1,145,000	70,559
7591	Contingency for Unforeseen Expenses	100,000	
	Total	1,285,000	110,559

<u>All Funds Summary</u>	<u>Appropriation</u>	<u>Tax Levy Amount</u>
Corporate Fund - 100	25,791,257	6,246,077
Motor Fuel Tax Fund - 200	-	-
Foreign Fire Insurance Fund - 210	99,000	-
Debt Service Funds - 300-308	3,341,016	3,197,768
MIP Infrastructure Project Fund - 400	6,997,993	-
Water & Sewer Operations Fund - 600	8,672,420	-
Water & Sewer Capital Fund - 620	3,428,250	-
Water & Sewer 2014A Bond Fund - 632	175,981	168,750
Police Pension Fund - 700	2,941,441	993,079
Firefighters' Pension Fund - 710	2,231,928	1,297,845
Library Funds - 900 & 910	4,895,873	3,673,556
Total All Funds	<u>58,575,159</u>	<u>15,577,075</u>
<u>Levy Summary</u>		
Police Protection		3,079,119
Fire Protection		3,079,118
Police Pension		993,079
Firefighters Pension		1,232,953
Firefighters Pension P.A. 93-0689		64,892
Recreation Programs for Handicapped		87,840
Bond & Interest		<u>3,366,518</u>
Total Village Levy		<u>11,903,519</u>
Total Library Levy		<u>3,673,556</u>
Total Levy		15,577,075
Less: Debt Service Abatements		<u>(3,198,143)</u>
Total Levy Less Abatements		<u>12,378,932</u>

VILLAGE OF HINSDALE**RESOLUTION NO. R2023-**

A RESOLUTION abating the tax hereto levied for the year 2023 to pay the principal of and interest on \$2,710,000 General Obligation Refunding Bonds (Library Fund Tax Alternate Revenue Source), Series 2013A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

WHEREAS the President and Board of Trustees (the “*Corporate Authorities*”) of the Village of Hinsdale, DuPage and Cook Counties, Illinois (the “*Village*”), by Ordinance Number O2013-02, adopted on the 22th day of January, 2013 (the “*Ordinance*”), did provide for the issuance of up to \$2,800,000 General Obligation Refunding Bonds (Library Fund Alternate Revenue Source) Series 2013A (the “*Bonds*”), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS pursuant to the authorization granted by Ordinance O2013-02, on March 5, 2013 Village officials approved a Bond Order for the sale of bonds in the aggregate amount of \$2,710,000 and the levy of a direct annual tax sufficient to pay the principal and interest on the Bonds; and

WHEREAS the Village has determined that there are sufficient Pledged Revenues (as defined in the Ordinance) pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 15, 2024; and

WHEREAS it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2023 to pay the principal of and interest on the Bonds be abated;

NOW THEREFORE Be It Ordained by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois, as follows:

Section 1. Abatement of Tax. The tax heretofore levied for the year 2023 in the Ordinance for the purpose of paying the principal of and interest on said Bonds to December 15, 2024 is hereby abated in its entirety in the amount of \$283,812.50.

Section 2. Filing of Resolution. Forthwith upon the adoption of this resolution, the Village Clerk shall file a certified copy hereof with the County Clerks of The Counties of DuPage and Cook, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2023 in accordance with the provisions hereof.

Section 3. Effective Date. This Resolution shall be in full force and effect forthwith upon its passage by the Corporate Authorities and approval by the President.

PASSED this ____ day of December, 2023.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of December,
2023.

Village President

ATTEST:

Village Clerk

VILLAGE OF HINSDALE**RESOLUTION NO. R2023-**

A RESOLUTION abating the tax hereto levied for the year 2023 to pay the principal of and interest on \$2,025,000 General Obligation Alternate Bonds (Waterworks and Sewerage System Alternate Revenue Source), Series 2014A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

WHEREAS the President and Board of Trustees (the “*Corporate Authorities*”) of the Village of Hinsdale, DuPage and Cook Counties, Illinois (the “*Village*”), by Ordinance Number O2014-12, adopted on the 8th day of April, 2014 (the “*Ordinance*”), did provide for the issue of \$2,025,000 General Obligation Bonds (Waterworks and Sewerage System Alternate Revenue Source) Series 2014A (the “*Bonds*”), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS the Village has the Pledged Revenues (as defined in the Ordinance) in the appropriate account or fund pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 15, 2024 and

WHEREAS it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2023 to pay the principal of and interest on the Bonds be abated;

NOW THEREFORE Be It Ordained by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois, as follows:

Section 1. Abatement of Tax. The tax heretofore levied for the year 2023 in the Ordinance for the purpose of paying the principal of and interest on said Bonds to December 15, 2024 is hereby abated in its entirety in the amount of \$168,750.00.

Section 2. Filing of Resolution. Forthwith upon the adoption of this resolution, the Village Clerk shall file a certified copy hereof with the County Clerks of The Counties of DuPage and Cook, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2023 in accordance with the provisions hereof.

Section 3. Effective Date. This Resolution shall be in full force and effect forthwith upon its passage by the Corporate Authorities and approval by the President.

PASSED this ____ day of December,

2023. AYES:

NAYS:

ABSENT:

APPROVED this ____ day of December,

2023.

Village President

ATTEST:

Village Clerk

VILLAGE OF HINSDALE**RESOLUTION NO. R2023-**

A RESOLUTION abating the tax hereto levied for the year 2023 to pay the principal of and interest on \$5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2014B, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

WHEREAS the President and Board of Trustees (the “*Corporate Authorities*”) of the Village of Hinsdale, DuPage and Cook Counties, Illinois (the “*Village*”), by Ordinance Number O2014-22, adopted on the 17th day of June, 2014 (the “*Ordinance*”), did provide for the issue of \$5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2014B (the “*Bonds*”), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS the Village has the Pledged Revenues (as defined in the Ordinance) in the appropriate account or fund pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 15, 2024 and

WHEREAS it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2023 to pay the principal of and interest on the Bonds be abated;

NOW THEREFORE Be It Ordained by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois, as follows:

Section 1. Abatement of Tax. The tax heretofore levied for the year 2023 in the Ordinance for the purpose of paying the principal of and interest on said Bonds to December 15, 2024 is hereby abated in its entirety in the amount of \$356,080.00.

Section 2. Filing of Resolution. Forthwith upon the adoption of this resolution, the Village Clerk shall file a certified copy hereof with the County Clerks of The Counties of DuPage and Cook, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2023 in accordance with the provisions hereof.

Section 3. Effective Date. This Resolution shall be in full force and effect forthwith upon its passage by the Corporate Authorities and approval by the President.

PASSED this ____ day of December

2023. AYES:

NAYS:

ABSENT:

APPROVED this ____ day of December

2023.

Village President

ATTEST:

Village Clerk

VILLAGE OF HINSDALE**RESOLUTION NO. R2023-**

A RESOLUTION abating the tax hereto levied for the year 2023 to pay the principal of and interest on \$9,775,000 General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2017A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

WHEREAS the President and Board of Trustees (the “*Corporate Authorities*”) of the Village of Hinsdale, DuPage and Cook Counties, Illinois (the “*Village*”), by Ordinance Number O2017-31, adopted on the 11th day of July, 2017 (the “*Ordinance*”), did provide for the issue of \$9,775,000 General Obligation Bonds (Alternate Revenue Source), Series 2017A (the “*Bonds*”), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS the Village has the Pledged Revenues (as defined in the Ordinance) in the appropriate account or fund pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 15, 2024 and

WHEREAS it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2023 to pay the principal of and interest on the Bonds be abated;

NOW THEREFORE Be It Ordained by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois, as follows:

Section 1. Abatement of Tax. The tax heretofore levied for the year 2023 in the Ordinance for the purpose of paying the principal of and interest on said Bonds to December 15, 2024 is hereby abated in its entirety in the amount of \$672,287.50.

Section 2. Filing of Resolution. Forthwith upon the adoption of this resolution, the Village Clerk shall file a certified copy hereof with the County Clerks of The Counties of DuPage and Cook, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2023 in accordance with the provisions hereof.

Section 3. Effective Date. This Resolution shall be in full force and effect forthwith upon its passage by the Corporate Authorities and approval by the President.

PASSED this ____ day of December 2023.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of December
2023.

Village President

ATTEST:

Village Clerk

VILLAGE OF HINSDALE**RESOLUTION NO. R2023-**

A RESOLUTION abating the tax hereto levied for the year 2023 to pay the principal of and interest on \$20,000,000 General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2018A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

WHEREAS the President and Board of Trustees (the “*Corporate Authorities*”) of the Village of Hinsdale, DuPage and Cook Counties, Illinois (the “*Village*”), by Ordinance Number O2018-30, adopted on the 12th day of June, 2018 (the “*Ordinance*”), did provide for the issue of \$20,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2018A (the “*Bonds*”), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS the Village has the Pledged Revenues (as defined in the Ordinance) in the appropriate account or fund pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 15, 2024 and

WHEREAS it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2023 to pay the principal of and interest on the Bonds be abated;

NOW THEREFORE Be It Ordained by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois, as follows:

Section 1. Abatement of Tax. The tax heretofore levied for the year 2023 in the Ordinance for the purpose of paying the principal of and interest on said Bonds to December 15, 2024 is hereby abated in its entirety in the amount of \$1,410,212.50.

Section 2. Filing of Resolution. Forthwith upon the adoption of this resolution, the Village Clerk shall file a certified copy hereof with the County Clerks of The Counties of DuPage and Cook, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2023 in accordance with the provisions hereof.

Section 3. Effective Date. This Resolution shall be in full force and effect forthwith upon its passage by the Corporate Authorities and approval by the President.

PASSED this ____ day of December

2023. AYES:

NAYS:

ABSENT:

APPROVED this ____ day of December

2023.

Village President

ATTEST:

Village Clerk

VILLAGE OF HINSDALE**RESOLUTION NO. R2023-**

A RESOLUTION abating the tax hereto levied for the year 2023 to pay the principal of and interest on \$2,655,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

WHEREAS the President and Board of Trustees (the “*Corporate Authorities*”) of the Village of Hinsdale, DuPage and Cook Counties, Illinois (the “*Village*”), by Ordinance Number O2021-26, adopted on the 10th day of August, 2021 (the “*Ordinance*”), did provide for the issuance of up to \$2,655,000 General Obligation Refunding Bonds (Alternate Revenue Source) Series 2021 (the “*Bonds*”), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS pursuant to the authorization granted by Ordinance O2021-26, on August 10, 2021 Village officials approved a Bond Order for the sale of bonds in the aggregate amount of \$2,655,000 and the levy of a direct annual tax sufficient to pay the principal and interest on the Bonds; and

WHEREAS the Village has determined that there are sufficient Pledged Revenues (as defined in the Ordinance) pursuant to the Ordinance for the purpose of paying the principal of and interest on the Bonds up to and including December 15, 2024; and

WHEREAS it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2023 to pay the principal of and interest on the Bonds be abated;

NOW THEREFORE Be It Ordained by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois, as follows:

Section 1. Abatement of Tax. The tax heretofore levied for the year 2023 in the Ordinance for the purpose of paying the principal of and interest on said Bonds to December 15, 2024 is hereby abated in its entirety in the amount of \$307,000.00.

Section 2. Filing of Resolution. Forthwith upon the adoption of this resolution, the Village Clerk shall file a certified copy hereof with the County Clerks of The Counties of DuPage and Cook, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2023 in accordance with the provisions hereof.

Section 3. Effective Date. This Resolution shall be in full force and effect forthwith upon its passage by the Corporate Authorities and approval by the President.

PASSED this ____ day of December, 2023.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of December,
2023.

Village President

ATTEST:

Village Clerk

Administration

AGENDA SECTION: First Reading – ACA

SUBJECT: DuPage Water Commission Ordinance – Water Purchase and Sale Contract

MEETING DATE: November 21, 2023

FROM: Kathleen A. Gargano, Village Manager
Carrie Dittman, Assistant Village Manager / Director of Finance
George Peluso, Director of Public Services

Recommended Motion

Approve an Ordinance approving a water purchase and sale contract between the DuPage Water Commission and Contract Customers.

Background

The Village of Hinsdale, along with 27 other municipalities, is a Contract Customer of the DuPage Water Commission (DWC). The Village purchases water from the DWC. The City of Chicago supplies Lake Michigan water to the DWC. This water purchase and sale arrangement is governed by two contracts; a contract between the DWC and the City of Chicago and a DWC water customer contract with municipalities. Both existing contracts will expire in 2024. The Village of Hinsdale and all other municipal water customers of the DWC are required to adopt an Ordinance executing a new Water Purchase and Sale Contract between DuPage Water Commission and Contract Customers and an Ordinance authorizing the DWC to extend the existing contract between the DWC and the City of Chicago.

Discussion & Recommendation

The DWC/Contract Customer contract expires on February 24, 2024. A new DWC/Contract Customer contract has been drafted. To prepare for this process, the DWC convened a steering committee, which was comprised of eight municipal representatives from customer communities. The objective of this collaboration was to ensure the new contract provides as much continuity with the previous contract as possible, while removing sections which no longer applied (primarily regarding the original water system construction). The municipal legal review for the document was performed concurrently by both the DuPage County States Attorney and the Naperville City Attorney.

Key changes to the contract include:

- 40-year term ending February 24, 2064
- All formerly “Charter” and “Subsequent” customers become “Contract Customers”
- All customers that join after the execution date become “Subsequent Customers”
- Revision of source water language from “Chicago Water” to “Lake Michigan Water”
- Removal of “Minimum Volume” requirement throughout
- Special Vote Requirements retained [Procedural Rule, Section 7]
 - 1/3 of County Representative affirmative (3 votes)
 - 40% of Municipal Representatives affirmative (3 votes)

- Language added relative to private resale limitations, 5% (Section 11)
- Clarifying language to retain DWC tax-advantaged bond issuance status
- Removal of language relative to original construction of the water supply system

Attached please find a copy of the new DWC/Contract Customer contract and a red-lined copy so you may see the changes.

Budget Impact

N/A

Village Board and/or Committee Action

N/A

Documents Attached

1. Ordinance
2. DWC Customer Contract
3. DWC Customer Contract – Redlined
4. DWC Customer Contract Presentation

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A WATER PURCHASE AND SALE CONTRACT
BETWEEN THE DUPAGE WATER COMMISSION AND CONTRACT CUSTOMERS**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize units of local government to exercise any power or powers, privileges or authority which may be exercised by the unit of local government individually to be exercised and enjoyed jointly with any other local government or body in the State; and

WHEREAS, the Village of Hinsdale is a current customer of the DuPage Water Commission (the "Commission") pursuant to the Water Purchase and Sale Contract Between the DuPage Water Commission and Charter Customers dated June 11, 1986 (the "Original Contract"); and

WHEREAS, the Original Contract expires on February 24, 2024; and

WHEREAS, the Commission and current customers desire and intend to enter into a new Water Purchase and Sale Contract Between The DuPage Water Commission and Contract Customers (the "New Contract") (attached hereto as **Exhibit 1** and incorporated as if fully set forth herein) whereby the Commission will supply water to the customers according to the terms and conditions of the New Contract negotiated between them; and

WHEREAS, the Board of Trustees of the Village of Hinsdale deems it to be in the best interests of the Village and its residents to approve and enter into the New Contract.

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

SECTION 1: Recitals. The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION 2: Approval and/or Ratification of New Contract. The Water Purchase and Sale Contract Between The DuPage Water Commission and Contract Customers

attached hereto and by this reference incorporated herein and made a part hereof as **Exhibit 1**, shall be and hereby is approved and ratified.

SECTION 3: Authority to Execute. The Village President and Village Clerk are hereby authorized and directed to execute the Water Purchase and Sale Contract Between The DuPage Water Commission and Contract Customers attached as **Exhibit 1** on behalf of the Village. The President, Clerk, Village Manager and their designees are further authorized and directed to take whatever further actions are necessary to effectuate and carry out the terms and conditions of the New Contract.

SECTION 4: Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval, and publication in the manner required by law.

PASSED this _____ day of _____, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

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

Thomas K. Cauley, Jr., Village President

ATTEST:

Emily Tompkins, Village Clerk

EXHIBIT 1

**WATER PURCHASE AND SALE CONTRACT BETWEEN THE DUPAGE WATER
COMMISSION AND CONTRACT CUSTOMERS**

(ATTACHED)

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

CLERK'S CERTIFICATE

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

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A WATER PURCHASE AND SALE CONTRACT
BETWEEN THE DUPAGE WATER COMMISSION AND CONTRACT CUSTOMERS**

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

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

Village Clerk

[SEAL]

EXHIBIT 1**WATER PURCHASE AND SALE CONTRACT BETWEEN THE DUPAGE WATER
COMMISSION AND CONTRACT CUSTOMERS**

DU PAGE WATER COMMISSION
Counties of DuPage, Cook, Kane and Will, Illinois

WATER PURCHASE AND SALE CONTRACT

Between

The DuPage Water Commission

and

Contract Customers

DuPAGE WATER COMMISSION
COUNTIES OF DuPAGE, COOK, KANE AND WILL ILLINOIS

AND

VILLAGE OF ADDISON
VILLAGE OF BARTLETT
VILLAGE OF BENSENVILLE
VILLAGE OF BLOOMINGDALE
VILLAGE OF CAROL STREAM
VILLAGE OF CLARENDON HILLS
CITY OF DARIEN
VILLAGE OF DOWNERS GROVE
COUNTY OF DUPAGE
CITY OF ELMHURST
VILLAGE OF GLENDALE HEIGHTS
VILLAGE OF GLEN ELLYN
VILLAGE OF HINSDALE
VILLAGE OF ITASCA
VILLAGE OF LISLE
VILLAGE OF LOMBARD
CITY OF NAPERVILLE
VILLAGE OF OAK BROOK
CITY OF OAKBROOK TERRACE
VILLAGE OF ROSELLE
VILLAGE OF VILLA PARK
VILLAGE OF WESTMONT
CITY OF WHEATON
VILLAGE OF WILLOWBROOK
VILLAGE OF WINFIELD
CITY OF WOOD DALE
VILLAGE OF WOODRIDGE
ILLINOIS-AMERICAN WATER COMPANY
ARGONNE NATIONAL LABORATORY
AQUA ILLINOIS

WATER PURCHASE AND SALE CONTRACT
DATED AS OF _____, ____

WATER PURCHASE AND SALE CONTRACT

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DuPAGE WATER COMMISSION
COUNTIES OF DuPAGE, COOK, KANE AND WILL, ILLINOIS
WATER PURCHASE AND SALE CONTRACT

This Water Purchase and Sale Contract, dated as of XX, by and between the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois (the "Commission"), a county water commission and public corporation under Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.*, and the Water Commission Act of 1985, 70 ILCS 3720/1 *et seq.* (collectively, the "Acts"), and each of the following units of local government and private water providers in the State of Illinois:

Unit of Local Government

Village of Addison	Village of Lisle
Village of Bartlett	Village of Lombard
Village of Bensenville	City of Naperville
Village of Bloomingdale	Village of Oak Brook
Village of Carol Stream	City of Oakbrook Terrace
Village of Clarendon Hills	Village of Roselle
City of Darien	Village of Villa Park
Village of Downers Grove	Village of Westmont
County of DuPage	City of Wheaton
City of Elmhurst	Village of Willowbrook
Village of Glendale Heights	Village of Winfield
Village of Glen Ellyn	City of Wood Dale
Village of Hinsdale	Village of Woodridge
Village of Itasca	

Others

Illinois-American Water Company
Argonne National Laboratory
Aqua Illinois

WITNESSETH:

WHEREAS, the Commission has been organized under said division and the Acts to supply water within its territorial limits; and

WHEREAS, the aforementioned units of local government (the "Contract Customers" as hereafter defined) have each executed counterparts of this Contract and are authorized under the Acts to receive potable water from Lake Michigan ("Lake Water" as hereafter defined) through the instrumentality of the Commission and, by executing this Contract are enabling the Commission to construct and complete its waterworks system (the "Waterworks System" as hereafter defined); and

WHEREAS, the Contract Customers each have a waterworks system (a “Unit System” as hereafter defined) and have each received or may properly petition to receive from the State of Illinois Department of Natural Resources, Office of Water Resources, a “Water Allocation” as hereafter defined; and

WHEREAS, the Commission has entered into a contract to purchase Lake Water sufficient to meet the water supply needs of the Commission and the Contract Customers and others (the “Water Supply Contract” as hereafter defined); and

WHEREAS, the Commission proposes to issue and sell its “Bonds” as hereafter defined from time to time during the term of this Contract in sufficient amounts for the payment of: “Cost of the Project” as hereafter defined; and

WHEREAS, the Bonds will be issued from time to time by the Commission pursuant to a “Bond Resolution” as hereafter defined; and

WHEREAS, pursuant to the Acts, Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, as amended, and the Public Utilities Act, 220 ILCS 5/1 *et seq.*, as amended, the Commission and its Customers are authorized to enter into this Contract; and

WHEREAS, by the execution of this Contract, its Customers are surrendering none of their respective rights to the ownership and operation of their respective Unit Systems, except as expressly limited to this Contract, nor is the Commission surrendering any of its rights to the ownership and operation of its Waterworks System, but all expressly assert their continued right to operate such systems; and

WHEREAS, it is known to its Customers that the Commission may use this Contract as the basis for obtaining loans from time to time to be evidenced by the issuance of the Bonds and for payment of the principal of and premium, if any, and interest on the Bonds and as the means for the payment of its maintenance and operating expenses; and for the establishment and maintenance of accounts and reserves for such purposes as may be required in the Bond Resolution authorizing issuance of Bonds or authorized by applicable statutes; and

WHEREAS, its Customers recognize that the Commission may in the future enter into contracts with other “Subsequent Customers” as hereafter defined and other customers as may be served from time to time who have Water Allocations; and

WHEREAS, the Commission, in Article VI, Section 7.b of its By-Laws, requires a greater than majority vote containing a certain composition of Commissioners to validate certain motions, resolutions or ordinances; and the Contract Customers enter into this Contract in reliance upon the continuation of procedural rules of the Commission as set forth in said Article VI, Section 7.b which grant this vote and composition; and

WHEREAS, this Contract also contains certain requirements for the nature and composition of the vote of the Commission required to effectuate certain actions relating to the contractual rights of the Contract Customers herein; and such Contract Customers execute this Contract in reliance upon the continuation of such requirements for the term of this Contract; and

WHEREAS, the Contract Customers have entered into this Contract in reliance upon Section 2 (j) of the Water Commission Act of 1985 which provides that units of local government may enter into contracts for the supply of Lake Water with the Commission in contemplation of and reliance upon the pledge of the State of Illinois that no subsequent legislation would impair or limit the power or ability of a County Water Commission or a unit of local government fully to carry out the terms of any contract for the supply of Lake Water; and, in particular, the rights of the Contract Customers and the obligations of the Commission under this Contract are intended by the Contract Customers and acknowledged by the Commission to be subject to such pledge and agreement of the State of Illinois;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

The preambles hereto are hereby incorporated herein by reference, as if set out in full. Section numbers and captions are for reference and convenience only and do not expand or limit the meaning as contained in the text of this Contract. A definition in the singular may be used in the plural, and vice-versa.

Section 1. Definitions. The following words and phrases shall have the following meanings when used in this Contract, unless the context clearly indicates a different meaning is intended.

“Aggregate Costs” means Operation and Maintenance Costs, Fixed Costs and Underconsumption Costs, collectively, as herein defined.

“Bonds” means all of the Commission’s obligations which are payable from the revenues of the Waterworks System, whether in the form of bonds, notes, or other evidences of indebtedness, in whatever original principal amount, together with any such additional revenue obligations authorized by statute to be issued by the Commission from time to time and refunding revenue obligations issued to refund other such obligations.

“Bond Resolution” means the Commission’s bond resolution or bond resolutions or bond ordinance or bond ordinances under which the Commission will authorize the issuance of and issue Bonds.

“Charter Customers” means the units of local government that executed the original contract between the Commission and its customers dated June 11, 1986.

“Commission” means the DuPage Water Commission, Counties of DuPage, Cook, Kane and Will, Illinois.

“Contract” means this Contract.

“Contract Customers” collectively means Charter Customers and any other entity that has executed a contract with the Commission to receive Lake Michigan Water from the Commission and wholesale it to the public prior to the date of this Contract.

“Cost of the Project” means, with respect to a Project, all costs of the Project, including costs of the acquisition of necessary lands, easements, and rights-of-way over lands and waters; the erection, construction, rehabilitation, repair and replacement of pumping, storage or other facilities, and the installation of mains and pipelines; costs of financing and administration during any period of acquisition, erection, construction, rehabilitation, repair, replacement or installation, as aforesaid; costs of repayment of such interim indebtedness as may be incurred for such costs, including administrative expenses prior to issuance of Bonds for a Project; and costs for such other purposes, including without limitation reasonable reserves and working capital, as may be determined by the Commission.

“Customer” means any customer purchasing water from the Commission.

“Fiscal Year” means the fiscal year of the Commission.

“Fixed Costs” means an amount sufficient, at all times, to pay the principal of and premium, if any, and interest on Bonds, to provide reserves required therefor, to provide an adequate depreciation fund for the Waterworks System, to comply with the covenants of the Bond Resolution, and to pay reasonable capital costs necessary to carry out the corporate purposes and powers of the Commission; and except as any of the above are included in Operations and Maintenance Costs.

“Full Water Requirements” means, with respect to a Customer, the amount of water necessary from time to time to meet the potable water requirements of all then current customers served by the Unit System of such Customer (including municipal use where applicable) whether within or without the corporate limits or applicable service area of such Customer.

“Lake Water” means potable, filtered water drawn from Lake Michigan.

“Minimum Take or Pay Requirement” means a requirement that a certain minimum amount of Lake Water from the Waterworks System will be taken or, if not taken, will be paid for on the same basis as if taken.

“Operations and Maintenance Costs” means amounts payable under the Water Supply Contract, but not including Underconsumption Costs except as provided in

Section 10 of this Contract, and similar water supply contracts, and all expenses incurred in the administration, operation and maintenance of the Waterworks System and the accumulation of reserves related to payment of said costs. Upon the adoption of a Bond Resolution by the Commission in connection with the sale of Bonds, Operation and Maintenance Costs payable under this Contract shall in any month at least be equal to the amount required to be deposited in that month into the operation and maintenance fund or account created under the Bond Resolution.

“Project” means any acquisition or construction for the provision of Lake Water related to the Waterworks System including initial acquisition and construction thereof and all future improvements or extensions, acquisition, construction, repair, maintenance or replacement thereof.

“Subsequent Customer” means a customer of the Waterworks System which has a Water Allocation, is not a Contract Customer and is served pursuant to a Subsequent Contract executed after the Effective Date of this contract.

“Subsequent Contract” means a contract which provides for a Customer to take its Full Water Requirements from the Waterworks System or contains a Minimum Take or Pay Requirement and which contract further provides for storage and other requirements, terms of payment (expressly subject to the following sentence), Force Majeure and Commission Defaults substantially the same as Sections 3, 6, 13, 14, and 15 hereof (which provisions may relate to a Full Water Requirements agreement or a Minimum Take or Pay Requirement agreement as the case may be). The rate or charges for Lake Water may be higher than those provided herein, and only the terms of payment need be substantially the same.

“Trustee” means the trustee provided in the Bond Resolution.

“Underconsumer” means, for any given year, a Contract Customer which takes less Lake Water in such year than its Water Allocation times 365 times the Underconsumption Ratio for such year.

“Underconsumption” means the amount by which the amount of Lake Water actually taken by a Contract Customer is less than the Underconsumption Ratio times such customer’s Water Allocation times 365.

“Underconsumption Costs” means any amount which the Commission is obligated to pay under the Water Supply Contract solely by reason of failure to accept delivery of the minimum quantity of Lake Water that the Commission is obligated to purchase under the Water Supply Contract.

“Underconsumption Ratio” means, for any given year, (i) the minimum amount of Lake Water required to be taken by the Commission under the Water Supply Contract divided by (ii) the sum of the Water Allocations of all Contract Customers times 365.

“Unit System” means the waterworks system or combined waterworks and sewerage system (if such systems are combined for financing and accounting purposes) from time to time of a Contract Customer.

“Water Allocation” means, with respect to a Customer, such Customer’s allocation and allowable excess from time to time of Lake Water pursuant to the Level of Lake Michigan Act, as amended from time to time as ordered by the Illinois Department of Natural Resources; or such other amounts of Lake Water as a Customer may lawfully take.

“Water Supply Contract” means the water supply contract, dated March 19, 1984, between the Commission and the City of Chicago, Illinois, as amended, supplemented or extended from time to time, or any alternative water supply agreement.

“Waterworks System” means all the Commission’s facilities, including land, easements, rights-of-way over lands and waters, pumping, storage and other facilities, mains and pipelines acquired and used for the purposes of providing and transmitting Lake Water to Customers which may be modified, amended and supplemented from time to time by the Commission in its sole discretion to serve the Lake Water needs of only those Customers or potential Customers located within the territorial limits of the Commission or within territory which becomes part of “included units” in the Acts.

Section 2. Water Supply.

(a) Agreement to Purchase and Sell. Subject to the provisions of this Contract, the Commission shall sell to each Contract Customer and each Contract Customer agrees to purchase from the Commission an amount of Lake Water necessary from time to time to serve its Full Water Requirements. The Commission’s obligation to each Contract Customer, however, to deliver Lake Water hereunder shall be limited to a maximum annual amount equivalent to such Contract Customer’s then current Water Allocation and to a maximum rate of Lake Water in any one hour equal to 1.7 times such Contract Customer’s Water Allocation divided by 24. Further, the Commission’s obligation to each Contract Customer to deliver Lake Water at a maximum hourly rate shall be divided among the connection points, if more than one of each such Contract Customer as provided in the design of the Waterworks System.

(b) Certain Limits on Supply and Commission’s Power to Contract. The Commission shall use its best efforts to furnish Lake Water to the Contract Customers as hereinabove provided, but its obligation hereunder shall be limited by (i) the amount of Lake Water from time to time available to the Commission; (ii) contracts between the Commission and its other Customers; (iii) the capacity of the Waterworks System; and (iv) ordinary transmission loss, including standard metering error, between the Commission’s source of supply and the points of delivery. The Commission shall not enter into contracts with other Customers that would cause the Commission to be obligated to sell Lake Water in excess of the least of (i) Waterworks System capacity, (ii)

the maximum amount of Lake Water available under the Water Supply Contract or (iii) an amount which would decrease the amount of Lake Water then being supplied or to be supplied in the future to the Contract Customers.

(c) Emergency or Maintenance Shut-Off. The Commission undertakes to use reasonable care and diligence to provide a constant supply of Lake Water as herein provided for, but reserves the right at any time temporarily to turn off the Lake Water in its mains for emergency and maintenance purposes. The Commission shall give to the Contract Customers notice not less than forty-eight (48) hours in advance of any such turn-off, except that in emergencies it shall give notice which is reasonable under the particular circumstances.

(d) Curtailment; Emergency Use of Other Sources. If it becomes necessary for the Commission to limit its delivery of Lake Water to its Customers for any reason, each Contract Customer shall be entitled to the fullest extent possible to receive during such period of curtailment its pro rata share of Lake Water available as determined by the ratio of its total Lake Water use during the prior Fiscal Year to the sum of Lake Water use during the prior Fiscal Year of all Customers entitled to Lake Water during such period of curtailment. Nothing in this Contract shall be construed to prohibit each Contract Customer from serving its customers in cases of emergency, or when the Commission for whatever reason is unable to meet such Contract Customer's Full Water Requirements, from any source including wells owned by such Contract Customer and maintained for emergency use.

(e) Water Quality. The Commission further undertakes to provide that all Lake Water delivered to the Commission under said contracts shall be of such quality, at the point of delivery to the Commission under said contracts, as to meet the requirements of any Federal, State or local agency as shall have jurisdiction from time to time for the operation of public water supplies. The Commission shall supply each Contract Customer with Lake Water of a quality commensurate with that furnished other Contract Customers, and meeting state and federal water quality standards. The Commission bears no responsibility for the contamination of Lake Water or deterioration of water quality occurring beyond the points of delivery to the Contract Customers.

Section 3. Storage, Delivery, Distribution and Conservation.

(a) Storage. The Water Supply Contract currently requires the Commission to provide for and maintain water storage within the Waterworks System and certain Customer Unit Systems, collectively, of sufficient capacity to store not less than two times the annual average daily water demands (including operable shallow well capacity which may be counted towards meeting up to ten percent (10%) of the storage requirements.) In the event the City of Chicago enforces the minimum water storage standards and thereby requires the Commission to provide additional water storage and capacity, then this Section will apply. Each Contract Customer agrees to use its best efforts to increase the water storage capacity of its Unit System; but in no event shall a Contract Customer be required to increase the water storage capacity contained in its Unit System (including

its operable shallow well capacity which may be counted towards meeting up to ten percent (10%) of its storage requirements) to an amount more than twice the amount of its then annual average daily water demand, less that portion of the Commission's storage capacity in its Waterworks System equal to such Contract Customer's annual average daily water demand divided by the total annual average daily water demands of all Customers (to the extent that such Customers are included as parties for whom storage must be provided and maintained under the provisions of the Water Supply Contract) .

(b) Points of Delivery, Back-Flows, Pressure. The points of delivery shall be defined as the points of outlet where the Lake Water delivered hereunder leaves the Waterworks System and enters a Unit System. These points will be to the lesser of ten feet downstream from the Commission's metering stations or a common dividing wall between the Commission's metering station and the Contract Customer's pressure adjusting or rate control stations. The number and location of connections to each Contract Customer's system are shown on Exhibit 1. Each Contract Customer shall receive its supply of Lake Water downstream of the Commission's metering stations at pressures that will vary from time to time. Each point of delivery shall have a pressure adjusting or rate control station. Each Contract Customer is responsible for the siting, design, construction, operation, maintenance and replacement of the pressure adjusting or rate control stations supplied by Contract Customer to convey water from the Waterworks System into the Unit System.

Future construction and modification of plans and specifications of the pressure increasing/reducing stations shall be submitted to the Commission for review and approval, which shall not be unreasonably withheld.

Each Contract Customer's operation of its pressure adjusting or rate control stations shall not cause surges or back-flows into the Waterworks System nor shall the operation of the Customer's pressure adjusting or rate control facilities cause the Waterworks System pressure to drop below 20 psi. The Commission shall not be responsible for any damage to the Unit System caused by design, operation or maintenance of the Customer's connection facilities to the Waterworks System.

(c) Contract Customer to Maintain Water Quality and Unit System and to Prevent Waste. Each Contract Customer agrees to operate its Unit System from the points of delivery on to the consumer in such a manner as at no time to place the Commission and the Waterworks System in jeopardy of failing to meet the regulations of any agency or governmental authority having jurisdiction for its operation of public water supplies. Each Contract Customer also agrees to notify the Commission as promptly as possible of all emergency and other conditions which may directly or indirectly affect the quantity or quality of the Lake Water received hereunder or the Waterworks System.

Section 4. Measuring Equipment.

(a) Commission to Supply Equipment, Official Record. The Commission shall furnish, install, own, operate, maintain, repair and replace, at its own expense, at the

points of delivery the necessary equipment and devices of a type meeting the standards of the American Waterworks Association for measuring properly the quantity of Lake Water delivered under this Contract, together with such above-ground structures as the Commission shall deem necessary to house such equipment and devices. Such meter or meters and other equipment so installed and structures so constructed shall remain the property of the Commission. Such structures and equipment shall be located at sites selected and provided by each Contract Customer, respectively, for Lake Water delivered to it, for such purpose. Such sites shall be subject to review and approval by the Commission, which shall not be unreasonably withheld. Each Contract Customer shall grant to the Commission a property interest in each respective site sufficient to enable the Commission to install, use, operate and maintain such structures and equipment during the term of this Contract; however, each Contract Customer shall be responsible for maintaining the grounds and landscaping, including but not limited to shrubbery and other plantings, located on each site provided. The Commission and each Contract Customer shall have access to such structures and equipment for examination and inspection at all reasonable times, but the reading for billing purposes, calibration and adjustment thereof shall be done only by the employees or agents of the Commission. For the purpose of this Contract, the official record of readings of the meter or meters shall be the journal or other record book of the Commission in its office in which the records of the employees or agents of the Commission who take the readings are or may be transcribed. Upon written request of a Contract Customer, the Commission will give the Contract Customer a copy of such journal or record book, or permit the Contract Customer to have access thereto in the office of the Commission during regular business hours.

(b) Calibration. At least once in each Fiscal Year, the Commission shall calibrate its meters dedicated to measuring Lake Water to a Contract Customer if requested in writing by such Contract Customer to do so, in the presence of a representative of the Contract Customer, and the Commission and such Contract Customer shall jointly observe any adjustments which are made to the meters in case any adjustments shall be necessary, and if any check meters as hereinafter provided for have been installed, such meters shall also be calibrated by the Contract Customer in the presence of a representative of the Commission and the Commission and such Contract Customer shall jointly observe an adjustment in case any adjustment is necessary.

(c) Check Meters. A Contract Customer may, at its option and its own expense, install and operate a check meter to check each meter installed by the Commission, but the measurement of Lake Water for the purpose of this Contract shall be solely by the Commission's meters, except in the cases hereinafter specifically provided to the contrary. All such check meters shall be of standard make and shall be subject at all reasonable times to inspection and examination by any employee or agent of the Commission, but the calibration and adjustment thereof shall be made only by such Contract Customer, except during any period when a check meter may be used under the provisions hereunder for measuring the amount of water delivered, in which case the calibration and adjustment thereof shall be made by the Commission with like effects as if such check meter or meters had been furnished and installed by the Commission.

(d) Variations between Meters; Reconciliation. Notwithstanding the foregoing, if the Commission or any Contract Customer at any time observes a variation between a delivery meter and a check meter, if any such check meter shall have been installed, or any other evidence of meter malfunctions, such party shall promptly notify the other party and the Commission and such Contract Customer shall then cooperate to procure an immediate calibration test and adjustment of such meter to accuracy and shall jointly observe any such adjustment. The party who discovers such variation shall give the other party notice not less than forty-eight (48) hours prior to the time of all tests of meters (which tests shall be conducted during normal working hours) so that the other party may conveniently have a representative present. If said representative is not present at the time set in such notice, calibration and adjustment may, notwithstanding any other provision of this paragraph, proceed in the absence of said representative. If, upon any test, the percentage of inaccuracy of any meter is found to be in excess of two percent (2%), registration thereof shall be corrected by agreement of the Commission and such Contract Customer based upon the best data available, for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of 183 calendar days of meter operation. If for any reason any meters are out of service or out of repair so that the amount of Lake Water delivered cannot be ascertained or computed from the reading thereof, the Lake Water delivered during the period such meters are out of service or out of repair shall be deemed to be the registration of any check meter or meters if the same have been installed and are accurately registering. Otherwise, the amount of Lake Water delivered during such period shall be estimated (i) by correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculations, or (ii) if the error is not ascertainable by calibration tests or mathematical calculation, by estimating the quantity of delivery by considering deliveries during preceding periods under similar conditions when the meter or meters were registering accurately.

(e) Removal of Commission Metering Station. Within ninety (90) days after the termination of this Contract (absent a failure to renew), the Commission shall at its own expense remove metering equipment and stations from and restore the property of each Contract Customer to which such termination without renewal applies. If the Commission fails to remove and restore, as aforesaid, the Contract Customer affected may elect to enforce its right to same or to take title to such equipment and station.

Section 5. Unit of Measurement. The unit of measurement for Lake Water delivered hereunder shall be gallons of water, U.S. Standard Liquid Measure, and all measuring devices shall, unless the Commission and affected Contract Customer otherwise agree, to be so calibrated. In the event that it should become necessary or desirable to use other units of measurement, the basis of conversion shall be that 7.48 gallons is equivalent to one (1) cubic foot.

Section 6. Prices and Terms of Payment.

(a) Operation and Maintenance Costs; Underconsumption Costs. Each Contract Customer shall pay a share of Operation and Maintenance Costs for each month, which shall be an amount equal to the then current price per 1,000 gallons for Operation and Maintenance Costs times the quantity of Lake Water divided by 1,000 delivered by the Waterworks System to such Contract Customer for such month. At any time no Lake Water is being supplied through the Waterworks System to Contract Customers, each Contract Customer's share of monthly Operation and Maintenance Costs shall be that proportion of those costs which such Contract Customer's Water Allocation bears to the total Water Allocations of all Contract Customers required to make Operation and Maintenance Costs payments during the same period. The Commission may require Subsequent Customers to pay for any month a share of Operation and Maintenance Costs, which share may be based upon a rate or proportion higher than that which is applicable to Contract Customers. Such requirement of a greater share may but need not be applied by the Commission to reduce the shares of said costs payable in any month by the Contract Customers; provided, however, that in no event shall the Commission reduce the shares of Contract Customers by an amount which exceeds the amount that is available due to such greater share being paid by a Subsequent Customer.

Each Underconsumer shall pay its share of Underconsumption Costs as determined and assessed by the Commission after notification of such costs by the City of Chicago or any subsequent water supplier. Each Underconsumer's share of Underconsumption Costs for a year shall be equal to the ratio of its Underconsumption to the aggregate Underconsumption of all Underconsumers for such year.

(b) Fixed Costs. Each Contract Customer agrees to pay its share of Fixed Costs for each Fiscal Year, which share shall be payable monthly and shall be that proportion of Fixed Costs which such Contract Customer's Full Water Requirements for the two preceding calendar years prior to such Fiscal Year bears to the sum of the Full Water Requirements or Minimum Take of Pay Requirements, as applicable, of all those Contract Customers for such two preceding calendar years. The Commission may require Subsequent Customers to pay for any month a share of Fixed Costs which is greater than said proportion. Such requirement of a greater share may but need not be applied by the Commission to reduce the shares of said costs payable in any month by the Contract Customers; provided, however, that in no event shall the Commission reduce the shares of Contract Customers by an amount which exceeds the amount that is available due to such greater share being paid by a Subsequent Customer. Prior to the Commission's delivery of Lake Water to any Contract Customer for two (2) calendar years, each Contract Customer's share of monthly Fixed Costs shall be that portion of Fixed Costs which such Contract Customer's Water Allocation bears to the total Water Allocations of Contract Customers.

(c) Bills and Due Date. The Commission shall notify each Contract Customer of such Contract Customer's share of Aggregate Costs for a month on or before the tenth (10th) day of the following month. The Contract Customer's share of Aggregate Costs for a month shall be due and payable and must be received at the offices of the Commission on or before the tenth day of the month following the month of the

Commission's notification. If the Commission provides the notice later than the tenth (10th) day of the month, Contract Customer shall have twenty-eight (28) days from the date of notification to make said payment.

(d) Default Shares. If any Customer shall default in the payment to the Commission of any part of its share of Aggregate Costs, or any part of the payment of its share due pursuant to this subsection 6(d), each Contract Customer agrees to pay a share of the amount so in default to the Commission, which share shall be in the same proportion as such Contract Customer's share of the Aggregate Costs for the month prior to the month of the default bears to the sum of the shares of Aggregate Costs in that month of all Contract Customers obligated to make payments under this subsection 6(d) not in default. A Contract Customer's share of defaulted Aggregate Costs, or such defaulted payment of shares, as the case may be, shall be due and payable twenty-one (21) days after the Commission's written demand therefor. The demand shall include the Commission's calculations of the amount due by the Contract Customer hereunder. If and when the defaulting Customer makes a payment to the Commission of a defaulted amount or interest thereon for which the Contract Customers have made a payment to the Commission under this paragraph, the Commission will pay to each Contract Customer its proportionate share of such amount, including any such interest paid thereon.

(e) Disputed Payments. If a Contract Customer desires to dispute all or any part of any payments under this Agreement, the Contract Customer shall nevertheless pay the full amount of any such payment when due and include with such payment written notification to the Commission that charges are disputed, the grounds for dispute and the amount in dispute.

Upon receipt of notification of dispute, representatives of the Commission shall meet with representatives of the Contract Customer to resolve such dispute. No adjustment or relief on account of any disputed charges shall be made unless disputed charges are the subject of such notice within twenty-one (21) days of receipt by Contract Customer of the bill, or within a reasonable period from the time the Contract Customer knew or should have known of the facts giving the rise to the dispute.

The Commission and the Contract Customer shall promptly attempt and continue efforts to resolve the dispute. In the event that it is determined that the Contract Customer shall have overpaid, it shall receive a refund with interest at the rate set out in subsection (f).

(f) Interest on Overdue Payments. If a Contract Customer shall fail to make any payment required under this Contract on or before its due date, such Contract Customer shall be in default, and interest on the amount of such payment shall accrue during the period of non-payment at the maximum legal rate payable by an Illinois non-home rule unit, not to exceed the higher of the weighted average effective interest rate on all series of Bonds of the Commission any of which are then outstanding plus two percent (2%) or the prime rate from time to time announced by the largest commercial bank, measured in

terms of total assets, located and doing banking business in the State of Illinois, plus five percent (5%), from the date such payment becomes due until paid in full with interest as herein specified. In the event such payment is not made within thirty (30) days from the date such payment becomes due, the Commission may at its option and in its discretion reduce or discontinue delivery of Lake Water to the Contract Customer until the amount due the Commission is paid in full with interest as herein specified. The Commission shall give notice to the Contract Customer not less than twenty (20) days prior to the event of its intention to reduce or discontinue delivery of Lake Water in accordance with this subsection (f) and shall provide the Contract Customer an opportunity for a hearing prior to any reduction or discontinuance. If the Commission reduces or discontinues the delivery of Lake Water under such circumstances, the Contract Customer shall, nevertheless, continue to be liable to pay all charges herein provided for. The rights specified in this subsection shall be in addition to all other rights and remedies available to the Commission at law or in equity for breach of any of the provisions of this Contract.

(g) Security Deposit. If a Contract Customer is in default in any payment due under this Contract and the default is not cured within thirty (30) days after the due date of the defaulted payment, the Commission may, at its option, require such Contract Customer, as a further obligation under this Contract, to deposit as security for the payment of such Contract Customer's obligations hereunder a reasonable amount determined by the Commission. The Contract Customer's compliance with the Commission's demand for a security deposit shall be a condition precedent to the curing of such Contract Customer's default and the restoration of the Lake Water service to such Contract Customer, if abated or reduced by reason of such default. The security deposit or any part thereof may, at the Commission's discretion, be applied to any subsequent default by the Contract Customer in any payments due hereunder. If so applied, the Contract Customer shall provide funds within three (3) business days to restore the security deposit to the amount required by the Commission. At the earliest of the end of the term of this Contract, a term of two (2) years after the curing of the most recent default by the Contract Customer, or at such time that the Commission may in its sole discretion determine, any security deposit shall be returned to the Contract Customer if the Contract Customer has performed all its obligations under this Contract.

(h) Rates to Contract Customers Same. No change in the rates or charges under this Contract for any Contract Customer may be made unless the same change is made for all Contract Customers.

(i) Limitation on Payments; Net Indebtedness of Contract Customers. Notwithstanding any other provisions of this Contract to the contrary, the payments required to be made by each Contract Customer under this Contract shall be required to be made solely from revenues to be derived by such Contract Customer from the operation of its Unit System. This Contract shall not constitute an indebtedness of any Contract Customer within the meaning of any statutory or constitutional limitation.

(j) May Use Other Moneys. Notwithstanding the provisions of Subsection (i) of this Section, the Contract Customers are not prohibited by this Contract from using other available funds to make the payments required by this Contract.

(k) Sole Method for Contract Customers to Enforce Provisions Hereof Against Other Customers. Each Contract Customer acknowledges that its obligations to make payments hereunder are of benefit to each other Contract Customer and to Subsequent Customers as such other Customers' obligations are of benefit to the Contract Customer. Accordingly, each Contract Customer agrees that, in addition to the Commission, Bondholders, a Trustee or other parties by law entitled to enforce the provisions of this Contract, any three (3) or more Subsequent Customers acting together may enforce the provisions of this Section 6, but only if the Commission has not acted to enforce such provisions within ninety (90) days of failure to make a payment hereunder. Any rights any Contract Customer has under this Contract or other contracts with the Commission shall be limited in enforcement as set forth herein.

(l) Beginning of Obligation to Pay. The obligation to make any and all payments under this Contract shall begin the month immediately following the issuance of any Bonds or the obtaining of Lake Water from the Commission, whichever is later.

(m) Provision in Lieu of Water Allocation. At any time when no Water Allocation is in effect for a Customer and reference to a Water Allocation is necessary to give meaning to a term of this Contract, the Water Allocation for such Customer shall be deemed to be such Customer's Full Water Requirements for the then most recently completed calendar year divided by 365.

Section 7. Procedural and Other Limitations; Further Covenants of the Commission. Notwithstanding any other provisions of this Contract, the Contract Customers shall have the rights enumerated within this section and the Commission in its activities shall be obligated in the manner provided in this section.

(a) Procedural Rule. No motion, resolution or ordinance concerning the subjects enumerated below shall be adopted by the Commission except by at least a majority affirmative vote of all of the Commissioners which majority must contain the votes of at least one-third (1/3) of the Commissioners appointed by the County Board Chairman and forty percent (40%) of the Commissioners appointed by the Mayors as provided in the Acts: (1) Approval of individual contracts or a series of contracts related to a single Project in an amount in excess of \$100,000; (2) Setting of rates for the sale of Lake Water to Contract Customers; (3) Borrowing funds; (4) Exercise of eminent domain powers; (5) Employment of the General Manager and Financial Administrator, and managerial and professional consultants; (6) Amendment of the Water Supply Contract or (7) entering into any agreement to provide Lake Water to a Subsequent Customer.

(b) Lake Water Only. Without the prior approval of the corporate authorities of any Contract Customer affected, the Commission shall not deliver any water to a Contract

Customer other than Lake Water. Costs for Lake Water charged by the Commission shall only include Aggregate Costs relating to the purchase and delivery of Lake Water.

(c) Intentionally Omitted.

(d) Covenants to Be Set Out in Bond Ordinance. Any Bond Resolution passed by the Commission shall contain language to the following effect:

Any holder or registered owner of a bond or any of its coupons, in any civil action, mandamus, or other proceeding, may enforce and compel performance of all duties required by law to be performed by the Commission or by any customers of the Commission, including the making of rates and charges, the collecting of sufficient revenue and the application thereof, as provided by applicable law, and including, expressly, all of the terms and provisions of Sections 6, 7 and 16 of the Contract [referring to this Contract].

The parties or persons which make loans of funds to the Commission [by this Bond Resolution] have received the pledge of the State of Illinois that it will not impair or limit the power or ability of the Commission or a unit of local government fully to carry out the terms of any contract for the supply of water entered into by the Commission and a unit of local government for the term of such contract. For purposes of such impairment or limitation, the contracts for the supply of water executed by units of local government and the Commission contain terms and conditions intended by the parties thereto and by the Bondholders to be absolute conditions thereof.

(e) Absolute Conditions. For purposes of the pledge and agreement of the State of Illinois that it will not impair or limit the power or ability of the Commission or the Contract Customers fully to carry out the terms and conditions hereof, all terms and conditions contained herein are intended to be absolute conditions hereof and are agreed to by the parties. It is hereby intended that no change in the Act or other law or regulation subsequent to the date hereof shall affect any of the terms or provisions of this Contract, and neither the Contract Customers nor the Commission, without the unanimous consent of all of them, shall take any actions under a change in the Act or other law or regulation contrary to the terms and conditions herein.

(f) Emergency Supply. A Contract Customer may contract for a temporary supply of water in case of an emergency from any other unit of local government or any entity.

(g) Governance. For the term of this Contract, the number of Commissioners appointed by the Mayors as provided in the Act shall be not less than one-half (1/2) the total number of Commissioners (excluding, expressly, for purposes of said count, the Chairman).

(h) Retail Sales. The Commission shall not engage in the retail sale or distribution of water to residents or customers of any Contract Customer.

(i) Evidence of Customer Action. Wherever in this Contract the consent or authorization of a Contract Customer or a group of Contract Customers are required, the consent may only be evidenced by a resolution or motion passed by the corporate authorities of the Contract Customer.

(j) Limitation on Funds. No funds received by the Commission from Operation and Maintenance Costs or Fixed Costs payable from Contract Customers may be expended for the planning, construction, operations or maintenance of a waterworks system other than the Waterworks System, or the extension thereof, specified within this Contract.

(k) Certain Budget, Rate Limitation, Notice and Hearing Provisions. Not less than sixty (60) days prior to the beginning of each Fiscal Year, the Commission shall prepare and send to the Contract Customers a tentative budget. Each such budget shall include, among such other items as the Commission may choose, an estimate of Fixed Costs to be payable by each Contract Customer in a stated aggregate dollar amount per month for each and an estimate of Operations and Maintenance Costs in a stated price per 1,000 gallons. The Commission will hold a hearing on such budget, at which the Contract Customers may be heard, and shall give the Contract Customers not less than twenty-one (21) days notice of such hearing. Operations and Maintenance Costs payable in each Fiscal Year shall be determined and assessed by the Commission on a price per 1,000 gallons basis; such price may not exceed the estimate as set forth in the tentative budget unless the Commission shall hold a hearing on such higher price, at which the Contract Customers may be heard, and shall give the Contract Customers not less than twenty-one (21) days' notice of such hearing.

Section 8. Special Conditions and Covenants.

(a) Commission to Build Waterworks System and Supply Lake Water. The Commission shall, subject to the other terms and conditions of this Contract, continually hold itself ready, willing and able to supply Lake Water to any Contract Customer. The Commission shall also use its best efforts, consistent with its legal obligations to its other Customers and consistent with fair and equitable treatment of all of its Customers, to supply each Contract Customer with such additional amounts of Lake Water as may be from time to time allocated to such Contract Customer over and above its present Water Allocation, but the Commission does not hereby guarantee a supply of such additional amounts.

(b) Title to Lake Water. Title to all Lake Water supplied hereunder shall remain in the Commission to the lesser of the points ten feet (10 ft.) downstream from the Commission's metering stations or a common dividing wall between the Commission's metering station and the Contract Customer's pressure adjusting or rate control stations for each Unit System and thereupon shall pass to such Contract Customer.

(c) Payments Hereunder an Operation Expense of Unit Systems. Obtaining water is an essential item of expense of the Unit Systems. To the fullest extent permitted by law or contract, all of the payments to be made by each Contract Customer hereunder shall constitute operating expenses of the Unit Systems as to any and all revenue bonds of such Contract Customer which are supported in whole or in part by a pledge of the revenues of its Unit System, with the effect that such Contract Customer's obligation to make payments from its water revenues under this Contract has priority over its obligation to make payments of the principal of and premium, if any, and interest on any such bonds which are or will be supported in whole or in part by a pledge of such Unit System revenues. Each Contract Customer shall make all budgetary, emergency and other provisions and appropriations necessary to provide for and authorize the prompt payment by such Contract Customer to the Commission of its shares of Aggregate Costs. The obligations of each Contract Customer under this Contract are further payable from all other accounts of the Unit System of each Contract Customer, respectively, for its shares, in which there are lawfully available funds. In any revenue bond ordinances or resolutions hereafter enacted by a Contract Customer, the priority of lien established pursuant to this Contract shall be expressly provided and set forth in said bond ordinances or resolutions. If legal action is brought against a Contract Customer challenging the priority of such Contract Customer's obligations hereunder over the lien of any revenue bonds supported by a pledge of the revenues of its Unit System, the Commission shall, if requested to do so by such Contract Customer, undertake the defense of the legal action at the Commission's expense.

(d) Commission Insurance. The Commission will carry insurance and/or maintain self-insurance with respect to the Waterworks System of the kinds and in the amounts which are customarily carried or maintained by parties operating similar properties, including, without limiting the generality of the foregoing, fire and other casualty and public liability insurance or protection. All moneys received for loss under the insurance policies or on deposit as self-insurance reserve funds shall be used in making good the loss or damage in respect of which they were paid except to the extent no longer deemed useful to or profitable in the operation of the Waterworks System, whether by repairing the property damaged or replacing the property destroyed, and provision for making good such loss or damage or replacing the property destroyed shall be made within a reasonable time from date of loss. The proceeds derived from any and all policies or available from self-insurance reserves for public liability losses shall be used in paying or reimbursing any accounts from which payments for settlements, judgments or expenses were advanced.

(e) Commission to Continue to Serve. The Commission will use its best efforts to continue serving all the Contract Customers.

(f) Commission Covenant to Operate Properly. From time to time, the Commission will take steps reasonably necessary so that the Waterworks System may at all times be operated properly.

Section 9. Additional Contract Customer Covenants. Each Contract Customer further covenants as follows:

(a) Maintain and Operate Unit System. It will own and maintain its Unit System, and all improvements and extensions of its Unit System, in good repair and working order, will operate the same efficiently, and will punctually perform all duties with respect to its Unit System as may be required by the Constitution and laws of the State of Illinois and all other applicable laws and by all resolutions and ordinances of such Contract Customer.

(b) Rate Covenant. It will establish, maintain, revise as necessary and collect, rates and charges for customers of its Unit System as shall be required from time to time to produce revenues at least sufficient (i) to pay all amounts due under this Contract and to pay all other costs of operation and maintenance of its Unit System, (ii) to provide an adequate depreciation fund for its Unit System, (iii) to make all deposits in all funds and accounts required by the terms of resolutions or ordinances authorizing bonds payable from revenues of its Unit System and (iv) to pay the principal of and interest on all bonds of such Contract Customer payable from the revenues of its Unit System. The Commission may not sue to enforce the provisions of this Section as they relate to clauses (ii) through (iv) unless it can show that the ability of the Contract Customer to make the payments set forth in clause (i) is substantially impaired by the inadequacy of said rates and charges. The rates and charges for customers of a Unit System shall not be required, however, to be sufficient to produce amounts required to make payments under this Contract so long as available amounts sufficient for making such payments for the next six (6) months or the remainder of such Contract Customer's fiscal year, whichever is longer, shall have been set aside in cash or investments in a separate account in its Unit System Fund designated for the purpose of making payments under this Contract,

(c) Segregate Revenues. It shall provide for the segregation of all revenues of its Unit System in such Unit System Fund and provide for the application of the revenues for the purpose of subsection (b) of this Section. Moneys of a Unit System of a Contract Customer which exceed the obligations of such Contract Customer hereunder may be used for any lawful corporate purposes.

(d) Future Subordination of Revenue Bond Lien. Any resolution or ordinance of the Contract Customer which authorizes the issuance after the date of this Contract of any obligation of the Contract Customer to be paid from revenues of its Unit System will expressly provide that revenues of its Unit System may be used to pay principal of and premium, if any, and interest of those obligations only to the extent that those revenues exceed the amounts required to pay the operation and maintenance expenses of its Unit System including, expressly, all amounts payable from time to time under this Contract.

(e) General Covenant to Operate Properly. From time to time, it will take steps reasonably necessary so that its Unit System may at all times be operated in accordance with industry standards.

(f) Accounting and Audit. It will make and keep proper books and accounts (separate and apart from all other records and accounts of such Contract Customer) in which complete entries shall be made of all transactions relating to its Unit System, and, within two hundred ten (210) days following the close of each fiscal year of such Contract Customer, it will cause the books and accounts of its Unit System to be audited annually by independent certified public accountants, showing the receipts and disbursements on account of its Unit System.

(g) Maintain Ownership of Unit System and Properties. It will continue to own and possess its Unit System and will, within the exercise of reasonable business judgment and in a manner so as not to cause a default hereunder, dispose of property which is part of its Unit System only to the extent that the Commission consents in writing, which consent shall not be unreasonably withheld. This subsection (g) does not prohibit a Contract Customer from selling specific equipment that it considers surplus and that is no longer needed or utilized to operate its Unit System.

(h) Insurance. It will carry insurance or maintain self-insurance with respect to its Unit System of the kinds and in the amounts which are customarily carried or maintained by parties operating similar properties, including, without limiting the generality of the foregoing, fire and other casualty and public liability insurance or protection. All moneys received for loss under the insurance policies or on deposit as self-insurance reserves shall be used in making good the loss or damage in respect of which they were paid except to the extent that the property damaged or lost would be permitted to be disposed of under subsection (g) of this Section, whether by repairing the property damaged or replacing the property destroyed, and provisions for making good such loss or damage or replacing the property destroyed shall be made within a reasonable time from date of loss. The proceeds derived from any and all policies or available from self-insurance reserves for public liability losses shall be used in paying or reimbursing any accounts from which payments for settlements, judgments or expenses were advanced.

(i) Budget and Appropriations. It will adopt a budget or appropriations ordinance for each fiscal year of such Contract Customer, or otherwise in accordance with applicable state laws, provide lawful authority for payment of all sums anticipated to be due to the Commission during such fiscal year.

(j) Continue to Serve. It will use its best efforts to continue serving all customers of its Unit System within its territorial limits which are served as of the date of this Contract.

(k) Maintain Water Allocation. It will use its best efforts to obtain or retain, from time to time, a Water Allocation at least equal to its Full Water Requirements from time to time.

(l) Combining or Separating Unit System Accounts. It may combine its waterworks system with its sewerage system or separate its combined waterworks system and sewerage system into separate systems only on the conditions as follows: (i) the Contract Customer shall provide the Commission with written evidence that the

proposed combination or separation will not materially and adversely affect the Contract Customer's ability to comply with all of the terms, conditions and covenants of this Contract; and (ii) if the Commission shall then determine the proposed combination or separation will not materially and adversely affect the Contract Customer's ability to comply with all of the terms conditions and covenants of this Contract, then and only then the Commission shall approve such combination or separation and advise such Contract Customer in writing.

(m) Customer Covenants as to Rate of Withdrawal. Each Contract Customer will take Lake Water at the most uniform and continuous rate of withdrawal practicable.

Section 10. Election as to Water Purchase Requirements. Any Contract Customer electing to take less than its Full Water Requirements, as determined by the Commission, shall pay its pro rata share of the Operations and Maintenance Costs and the Fixed Costs for the period of time during which its Full Water Requirements are not taken. In the event such Contract Customer elects to purchase less than its Full Water Requirements in any year pursuant to this Section, it shall pay a share of Underconsumption Costs, if any, incurred for such year and such Contract Customer's share of such Underconsumption Costs shall be deemed to be Operation and Maintenance Costs under this Contract. The prior sentence shall not be applicable where the Underconsumption is caused by an emergency situation as approved in writing by the highest executive of the Commission and lasts for less than thirty (30) days, Such Contract Customer's share of Operation and Maintenance Costs and Fixed Costs, if any, for the year shall be that proportion of those costs which the Operation and Maintenance Costs and Fixed Costs of such Contract Customer for that year was to the sum of the Operation and Maintenance Costs and Fixed Costs of all Customers for such year.

Section 11. Resale Limitations. Contract Customers shall not resell more than five percent of the water purchased from the Commission *except*: (i) to retail water customers under published rates and charges, without any special contract; or(ii) any contract approved in writing by the Commission, which approval shall be in the sole discretion of the Commission.

Section 12. Subsequent and Other Contracts.

(a) No Contract with Rate More Favorable. The Commission shall not supply Lake Water except pursuant to a written contract. No contract entered into after the Effective Date shall provide rates, charges or terms lower or more favorable to the Subsequent Customer than those provided in this Contract for Contract Customers.

(b) Occasional Service Only Except to Contract Customers. Other than the providing of service to Contract Customers, the Commission shall not contract for a supply of Lake Water to any person except to a Subsequent Customer or for occasional water use. Occasional water use is the use of Lake Water for not more than thirty (30) days during any two-year period.

(c) Subsequent Contract Terms. After the Effective Date, the Commission shall not enter into a contract with any unit of local government or private entities that is not a Contract Customer, unless such contract provides for an equitable and lawful differential rate or charge in the formula for Aggregate Costs which may take into account any pertinent factor and shall take into account each of the factors as follows: (i) the utility rate which would be chargeable by a regulated utility for the proposed service, (ii) replacement cost of the Waterworks System less depreciation and net outstanding Bonds, and (iii) the amount and time of payment of Fixed Costs which would have been payable by the proposed Customer had such Customer become a Contract Customer, plus interest on such costs from the time when they would have been paid, compounded semiannually.

The differential may be satisfied by a lump sum payment or by surcharge for any term of years not longer than the then remaining term of this Contract. The differential shall inure to the benefit of the previous Contract Customers as their interests may appear (that is, those that have borne greater costs shall benefit proportionally greater) in such reasonable manner as the Commission may determine.

The allocation of the benefit so derived among prior Contract Customers shall be made by the Commission only after it has received and reviewed the recommendations of an independent consulting engineer, independent financial consultant and competent attorney, working together, who shall be selected by the Commission from a list of three (3) individuals or firms for each position by the Contract Customers.

For the purpose of making such list of three (3) individuals or firms, the Commission shall call a meeting of only the Contract Customers that are units of local government by giving notice to the Contract Customers as provided in this Contract not less than thirty (30) days prior to a proposed meeting date. The Commission shall convene the meeting, but thereupon the Contract Customers that are units of local government shall elect a presiding officer from among their number. Such meeting may be adjourned from time to time without notice. The majority of Contract Customers that are units of local government present and voting at said meeting shall be empowered to select such individuals or firms. The Commission shall keep the minutes of the meeting.

If the Contract Customers that are units of local government do not act at said meeting or within twenty-one (21) days thereof, the Commission shall proceed to select such persons or firms itself.

If the Commission shall impose the recommended differential, then the differential as imposed shall not be subject to any dispute or claim by any Contract Customer. This provision shall not require the Commission to follow such recommendations.

This entire subsection is qualified by the Commission's legal duty to serve within its territorial limits and to charge for such service fair and equitable rates which are not prohibitive. It is the intent of the Commission in entering into this provision of the Contract to recognize that the Contract Customers that are units of local government, solely, enable the Commission to proceed to construct the Waterworks System, that the units of

local government hereinafter referred to need to be induced to become Contract Customers and that this provision is an express inducement, that by its essential design in accordance with good engineering practice, the Waterworks System must be built in many ways sufficient upon initial completion to serve all of said units, but that only those units of local government who become Contract Customers will pay for such from the start of construction.

Section 13. Force Majeure. In case by reason of force majeure event any party hereto shall be rendered unable wholly or in part to carry out its obligation under this Contract, then if such party shall give notice and full particulars of such force majeure event in writing to the other parties within seven (7) days after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure event shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or tunnels, partial or entire failure of water supply, and inability on the part of the Commission to deliver Lake Water hereunder, or of any Contract Customer to receive Lake Water hereunder, on account of any other causes not reasonably within the control of the party claiming such inability. The settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirement that any force majeure events shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlements is unfavorable to it in the judgment of the party having the difficulty. No force majeure event which renders any of the parties unable to perform under this Contract shall relieve a Contract Customer of its obligation to make payments to the Commission as required under Section 6.

Section 14. Commission Defaults. Failure by the Commission to deliver Lake Water to any Contract Customer as required by this Contract or failure of the Commission to perform any other obligation under this Contract and the continuation of that failure to perform for thirty (30) days after written notice from such Contract Customer to the Commission of such failure shall be a default of the Commission under this Contract, unless any such failure is excused pursuant to Section 13 of this Contract. If the Commission defaults under this Contract, the Contract Customer or Contract Customers affected may bring any action against the Commission, including an action for money damage or in equity and actions for mandamus and specific performance of the Commission's obligations to the extent allowed by law. Election of any remedy shall not be a waiver of any other remedy.

Section 15. Contract Customer's Obligation Unconditional. The Contract Customers shall have no right to terminate, cancel or rescind this Contract, no right to withhold from the Commission or the Trustee who is an assignee of the Commission pursuant to Section 17 of this Contract payments due or to become due under this Contract, no right to recover from the Commission or such Trustee amounts previously paid under this Contract unless paid contrary to the provisions of this Contract or law, no right of reduction or set-off against the amounts due or to become due under this Contract, to the Commission or such Trustee, and no lien on any amounts in any fund established by the Commission or such Trustee for any reason or on account of the existence or occurrence of any event, condition or contingency, whether foreseen or unforeseen or foreseeable or unforeseeable by the Contract Customers or the Commission or any other person; including by way of illustration, and not limitation, by reason of the fact that the Waterworks System in whole or in part is not completed, operable or operating; the output of the Waterworks System in whole or in part is suspended, interrupted, interfered with, reduced or curtailed; any party to the Water Supply Contract does not perform in whole or in part thereunder; the Water Allocation of any Customer is modified or terminated or any Customer does not perform in whole or in part under this Contract or any other agreement or instrument; it being the intent hereof that the Contract Customers shall be absolutely and unconditionally obligated to make all payments hereunder. The Commission may issue Bonds in specific reliance on the limitations set forth in this Section with respect to the rights of the Contract Customers.

Section 16. Modification of this Contract or of the Water Supply Contract. Except for revisions and adjustments otherwise expressly provided for, neither this Contract nor the Water Supply Contract may be changed or modified unless the consent of the Commission and of three-fourths of the Contract Customers shall have been obtained. Such modification may be requested by any party, in which event a joint meeting of representatives of all governing bodies shall be called by the Commission and held not more than sixty (60) days after such request is made and not less than thirty (30) days before the giving of notice of such meeting. At the joint meeting, the requested changes or modifications shall be considered and discussed. No such change or modification may materially impair or adversely affect the ability or obligation of any Contract Customer under the Contract to make payments to the Commission at the times, in the amounts, and with the priority required in order for the Commission timely to meet its obligations under this Contract, the Water Supply Contract, other water purchase or sale contracts of the Commission and the Bond Ordinances/Resolutions, including without limitation the making of all deposits in various funds and accounts created under the Bond Ordinances/Resolutions; or materially impair or adversely affect the ability of the holders of the Bonds or the Trustee, under the Contract or Bond Ordinances/Resolutions, to enforce the terms of the Contract. No such change or modification which will affect the rights and interest of the holders of the Bonds shall be made without the written approval of an authorized representative of the holders of at least seventy percent (70%) of the outstanding Bonds and no such change or modification shall be effective which would cause a violation of any provisions of the Bond Ordinances/Resolutions or any ordinance authorizing bonds of any Contract Customer.

Section 17. Non-Assignability. Except to the extent hereinafter provided, no party shall assign or transfer this Contract or any rights or interests herein without the written consent of three-fourths of the Contract Customers and the Commission. The right to receive all payments which are required to be made by the Contract Customers to the Commission in accordance with the provisions of this Contract may be assigned by the Commission to any Trustee as provided in the Bond Ordinances/Resolutions to secure the payment of the principal of, premium, if any, and interest on the Bonds as those amounts come due, subject to the application of those payments as may be provided in the Bond Ordinances/Resolutions. The Contract Customers will, upon notice of assignment to any such Trustee, make all payments directly to such Trustee. The rights of the Commission to enforce the provisions of this Contract may be assigned to such Trustee and, in such event, the Trustee will have the right to enforce this Contract at law or in equity with or without the further consent or participation of the Commission. The Commission may also retain the right to enforce this Contract.

Section 18. Cooperation in Construction of Commission Water Supply. The Contract Customers shall cooperate with the Commission in the construction and acquisition of the Waterworks System. Each Contract Customer shall grant without charge to the Commission any reasonable required construction easements and any easements necessary for portions of the Waterworks System to be located on such Contract Customer's property, provided the Commission agrees to restore the easement property in a reasonable manner after construction. Each Contract Customer shall grant the Commission access to its property to the extent reasonably necessary to construct and maintain the Waterworks System.

Section 19. Mutual Cooperation in Issuance of Obligations. Each Contract Customer shall cooperate with the Commission in the issuance of the Bonds, and the Commission shall cooperate with each Contract Customer in the issuance of the Contract Customer's general obligation bonds or revenue bonds of its Unit System. In such connection, each Contract Customer and the Commission will comply with all reasonable requests of each other and will, upon request, do as follows:

- (i) Make available general and financial information about itself in accordance with GAAP;
- (ii) Consent to publication and distribution of its financial information;
- (iii) Certify that general and financial information about it is accurate, does not contain any untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements in that information, in light of the circumstances under which they were made, not misleading;
- (iv) Make available certified copies of official proceedings;
- (v) Provide reasonable certifications to be used in a transcript of closing documents; and

(vi) Provide and pay for reasonably requested opinions of counsel as to the validity of its actions taken with respect to and the binding effect of this Contract, title to its Unit System or the Waterworks System, as applicable, pending or threatened litigation which could materially affect its performance hereunder, and other reasonably related opinions.

Section 20. Regulatory Bodies. The parties through this Contract seek to exercise and maintain all sovereign rights granted to them under and through the Constitution and laws of the State of Illinois. This Contract shall be subject to all valid rules, regulations, and laws, applicable hereto passed or promulgated by the United States of America, the State of Illinois, or any governmental body or agency having lawful jurisdiction, or any authorized representative or agency or any of them; provided however, that this clause shall not be construed as waiving the right of either party to challenge the validity of such rule, regulation, or law on any basis, including the impairment of this Contract.

Section 21. Commission Cooperative Arrangements With Other Water Suppliers. Notwithstanding any of the provisions of this Contract, the Commission is not prohibited by this Contract from entering into cooperative arrangements with other suppliers of Lake Water to provide Lake Water to each other to meet their water needs, provided that these arrangements do not interfere, except in emergencies, with the delivery of Lake Water to the Contract Customers.

Section 22. Notices and Evidence of Actions. All notices or communications provided for herein shall be in writing and shall be delivered to the Contract Customers affected or the Commission either in person or by United States mail, via certified mail, return receipt requested, postage prepaid, addressed to the principal office thereof.

Any action hereunder to be taken by the Commission or any Contract Customer may be evidenced by copy of official proceedings (including pertinent minutes, motions, resolutions, or ordinances) duly certified by the Clerk of such Contract Customer or the Commission.

Section 23. Severability. Should any part, term, or provision of this Contract be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby.

Section 24. Effective Date and Term. This Contract shall be effective when all the parties have executed this Contract (the "Effective Date"). This Contract shall continue in force and effect until February 24, 2064. The Contract Customers and the Commission agree to begin negotiation of a succeeding Water Purchase and Sale Contract not later than five (5) years prior to the end of the term of this Contract.

Section 25. Governing Law; Superseder. This Contract shall be construed exclusively under the applicable laws of the State of Illinois. All other contracts between

the Commission and the Contract Customers are hereby superseded and shall be null and void.

Section 26. Venue. Any action brought to enforce the terms of this Contract shall be brought in the Eighteenth Judicial Circuit, DuPage County, Illinois.

Section 27. Execution in Counterparts. This Contract may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Any such counterpart may be signed by one or more of the parties hereto so long as each of the parties hereto has signed one or more of such counterparts.

IN WITNESS WHEREOF, the parties hereto have caused their respective corporate names to be subscribed hereto and their respective corporate seals to be hereto affixed and attested by their duly authorized officers, all on the date set opposite their respective corporate names.

VILLAGE OF ADDISON

By _____
Rich Veenstra, Mayor

Date: _____

[SEAL]

Attest:

By _____
Lucille Zuccherro, Village Clerk

VILLAGE OF BARTLETT

By _____
Kevin Wallace, President

Date: _____

[SEAL]

Attest:

By _____
Lorna Giless, Village Clerk

VILLAGE OF BENSENVILLE

By _____
Frank DeSimone, President

Date: _____

[SEAL]

Attest:

By _____
Nancy Quinn, Village Clerk

VILLAGE OF BLOOMINGDALE

By _____
Franco A. Coladipietro, President

Date: _____

[SEAL]

Attest:

By _____
Pamela S. Hager, Village Clerk

VILLAGE OF CAROL STREAM

By _____
Frank Saverino, Mayor

Date: _____

[SEAL]

Attest:

By _____
Julia Schwarze, Village Clerk

VILLAGE OF CLARENDON HILLS

By _____
Eric Tech, President

Date: _____

[SEAL]

Attest:

By _____
Lynn B. Dragisic, Village Clerk

CITY OF DARIEN

By _____
Joseph A. Marchese, Mayor

Date: _____

[SEAL]

Attest:

By _____
JoAnne Ragona, City Clerk

VILLAGE OF DOWNERS GROVE

By _____
Robert T. Barnett, Mayor

Date: _____

[SEAL]

Attest:

By _____
Rosa Berardi, Village Clerk

COUNTY OF DUPAGE

By _____
Deborah A. Conroy, Chair

Date: _____

[SEAL]

Attest:

By _____
Jean Kaczmarek, County Clerk

CITY OF ELMHURST

By _____
Scott M. Levin, Mayor

Date: _____

[SEAL]

Attest:

By _____
Jackie Haddad-Tamer, City Clerk

VILLAGE OF GLENDALE HEIGHTS

By _____
Chodri Ma Khokhar, President

Date: _____

[SEAL]

Attest:

By _____
Marie Schmidt, Village Clerk

VILLAGE OF GLEN ELLYN

By _____
Mark Senak, President

Date: _____

[SEAL]

Attest:

By _____
Caren Cosby, Village Clerk

VILLAGE OF HINSDALE

By _____
Thomas K. Cauley, Jr., President

Date: _____

[SEAL]

Attest:

By _____
Emily Tompkins, Village Clerk

VILLAGE OF ITASCA

By _____
Jeff Pruyn, Mayor

Date: _____

[SEAL]

Attest:

By _____
Jody Conidi, Village Clerk

VILLAGE OF LISLE

By _____
Christopher Pecak, Mayor

Date: _____

[SEAL]

Attest:

By _____
Kristy Grau, Village Clerk

VILLAGE OF LOMBARD

By _____
Keith T. Giagnorio, President

Date: _____

[SEAL]

Attest:

By _____
Liz Brezinski, Village Clerk

CITY OF NAPERVILLE

By _____
Scott A. Wehrli, Mayor

Date: _____

[SEAL]

Attest:

By _____
Doug A. Krieger, City Manager

VILLAGE OF OAK BROOK

By _____
Laurence Herman, President

Date: _____

[SEAL]

Attest:

By _____
Netasha Scarpiniti, Village Clerk

CITY OF OAKBROOK TERRACE

By _____
Paul Esposito, Mayor

Date: _____

[SEAL]

Attest:

By _____
Michael Shadley, City Clerk

VILLAGE OF ROSELLE

By _____
David Pileski, Mayor

Date: _____

[SEAL]

Attest:

By _____
Amanda Hausman, Village Clerk

VILLAGE OF VILLA PARK

By _____
Nick Cuzzone, President

Date: _____

[SEAL]

Attest:

By _____
Hosanna Korynecky, Village Clerk

VILLAGE OF WESTMONT

By _____
Ron Gunter, Mayor

Date: _____

[SEAL]

Attest:

By _____
Virginia Szymski, Village Clerk

CITY OF WHEATON

By _____
Philip J. Suess, Mayor

Date: _____

[SEAL]

Attest:

By _____
Andrea Rosedale, City Clerk

VILLAGE OF WILLOWBROOK

By _____
Frank A. Trilla, Mayor

Date: _____

[SEAL]

Attest:

By _____
Deborah A. Hahn, Village Clerk

VILLAGE OF WINFIELD

By _____
Carl Sorgatz, President

Date: _____

[SEAL]

Attest:

By _____
Nicole Cannizzo, Village Clerk

CITY OF WOOD DALE

By _____
Annunziato Pulice, Mayor

Date: _____

[SEAL]

Attest:

By _____
Lynn Curiale, City Clerk

VILLAGE OF WOODRIDGE

By _____
Gina Cunningham, Mayor

Date: _____

[SEAL]

Attest:

By _____
Joseph Heneghan, Village Clerk

Illinois-American Water Company

By _____
President

Date: _____

[SEAL]

Attest:

By _____

Argonne National Laboratory

By _____
Director

Date: _____

[SEAL]

Attest:

By _____

Aqua Illinois, Inc.

By _____
President

Date: _____

[SEAL]

Attest:

By _____

DuPAGE WATER COMMISSION

By _____
Jamez F. Zay, Chairman

Date: _____

[SEAL]

Attest:

By _____
Danna M. Mundall, Clerk

DU PAGE WATER COMMISSION
Counties of DuPage, Cook, [Kane](#) and Will, Illinois

WATER PURCHASE AND SALE CONTRACT

Between

The DuPage Water Commission

and

[Contract](#) ~~Charter~~ Customers

ADMINISTRATION/AGREEMENTS/
WTR. PUR.&SALE CONT.BTW.DWC&CHART.CUST.1986

DuPAGE WATER COMMISSION

COUNTIES OF DuPAGE, COOK, KANE AND WILL ILLINOIS

AND

VILLAGE OF ADDISON
VILLAGE OF BARTLETT
 VILLAGE OF BENSENVILLE
 VILLAGE OF BLOOMINGDALE
 VILLAGE OF CAROL STREAM
~~V~~VILLAGE OF CLARENDON HILLS
 CITY OF DARIEN
 VILLAGE OF DOWNERS GROVE
COUNTY OF DUPAGE
 CITY OF ELMHURST
 VILLAGE OF GLENDALE HEIGHTS
 VILLAGE OF GLEN ELLYN
 VILLAGE OF HINSDALE
 VILLAGE OF ITASCA
 VILLAGE OF LISLE
 VILLAGE OF LOMBARD
 CITY OF NAPERVILLE
 VILLAGE OF OAK BROOK
 CITY OF OAKBROOK TERRACE
 VILLAGE OF ROSELLE
 VILLAGE OF VILLA PARK
 VILLAGE OF WESTMONT
 CITY OF WHEATON
 VILLAGE OF WILLOWBROOK
VILLAGE OF WINFIELD
 CITY OF WOOD DALE
 VILLAGE OF WOODRIDGE
ILLINOIS AMERICAN WATER
ARGONNE NATIONAL LABORATORY
AQUA ILLINOIS

WATER PURCHASE AND SALE CONTRACT
 DATED AS OF JUNE 11, 1986, _____

WATER PURCHASE AND SALE CONTRACT

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DuPAGE WATER COMMISSION
COUNTIES OF DuPAGE, COOK, KANE AND WILL, ILLINOIS
WATER PURCHASE AND SALE CONTRACT

This Water Purchase and Sale Contract, dated as of XXJune 11, 1986, by and between the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois (the "Commission"), a county water commission and public corporation under Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., and the Water Commission Act of 1985, 70 ILCS 3720/1 et seq. (collectively, the "Acts"), and each of the following units of local government and private water providers ~~in~~ of the State of Illinois:

Unit of Local Government

Village of Addison	Village of Itasca
<u>Village of Bartlett</u>	Village of Lisle
Village of Bensenville	Village of Lombard
<u>Village of Bartlett</u>	City of Naperville
Village of Bloomingdale	Village of Oak Brook
Village of Carol Stream	City of Oakbrook Terrace
Village of Clarendon Hills	Village of Roselle
City of Darien	Village of Villa Park
<u>County of DuPage</u>	Village of Westmont
Village of Downers Grove	City of Wheaton
<u>County of DuPage</u>	Village of Willowbrook
City of Elmhurst	<u>Village of Winfield</u>
Village of Glendale Heights	City of Wood Dale
Village of Glen Ellyn	Village of Woodridge
Village of Hinsdale	

Private Utilities

Illinois American Water
Argonne National Laboratory
Aqua Illinois

WITNESSETH:

WHEREAS, the Commission has been organized under said division and act (collectively, the "Act") to supply water within its territorial limits; and

WHEREAS, the aforementioned units of local government (the "Contract~~Charter~~ Customers" as hereafter defined) have each executed counterparts of this Contract and are authorized under the Act to receive potable water from Lake Michigan ("Lake Water" as hereafter defined) through the instrumentality of the Commission and, by executing

this Contract are enabling the Commission to construct and complete its waterworks system (the "Waterworks System" as hereafter defined); and

WHEREAS, the ~~Contract~~Charter Customers each have a waterworks system (a "Unit System" as hereafter defined) and have each received or may properly petition to receive from the State of Illinois ~~Department of Transportation~~Department of Natural Resources, Office of Water Resources, a "Water Allocation" as hereafter defined; and

WHEREAS, the Commission has entered into a contract ~~with the City of Chicago~~ to purchase Lake Water sufficient to meet the water supply needs of the Commission and the ~~Charter Contract~~ Customers and others (the "~~Chicago~~ Water Supply Contract" as hereafter defined); and

WHEREAS, the Commission proposes to issue and sell its "Bonds" as hereafter defined from time to time during the term of this Contract in sufficient amounts for the payment of: ~~Costs~~ of the Project" as hereafter defined; and

WHEREAS, the Bonds will be issued from time to time by the Commission pursuant to a "Bond Resolution" as hereafter defined; and

WHEREAS, pursuant to the Act, Article VII, Section 10 of the Illinois Constitution of 1970, and the Intergovernmental Cooperation ~~Act~~, 5 ILCS 220/1 et seq., as amended, the Commission and ~~its the Charter~~ Customers are authorized to enter into this Contract; and

WHEREAS, by the execution of this Contract, ~~its the Charter~~ Customers are surrendering none of their respective rights to the ownership and operation of their respective Unit Systems, except as expressly limited to this Contract, nor is the Commission surrendering any of its rights to the ownership and operation of its Waterworks System, but all expressly assert their continued right to operate such systems; and

WHEREAS, it is known to ~~its the Charter~~ Customers that the Commission ~~may~~will use this Contract as the basis for obtaining loans from time to time to be evidenced by the issuance of the Bonds and for payment of the principal of and premium, if any, and interest on the Bonds and as the means for the payment of its maintenance and operating expenses; and for the establishment and maintenance of accounts and reserves for such purposes as may be required in the Bond Resolution authorizing issuance of Bonds or authorized by applicable statutes; and

WHEREAS, ~~its the Charter~~ Customers recognize that the Commission may in the future enter into contracts with other "Subsequent Customers" as hereafter defined and other customers as may be served from time to time who have Water Allocations; and

~~WHEREAS, certain Charter Customers were members of the Commission as it existed under prior law and previously entered into water purchase contracts (the "Prior~~

~~Contracts” as hereafter defined) with the Commission, which gave them substantial rights not only as contracting parties, but also as voting members of the Commission; and such Charter Customers would not enter into this Contract, which cancels the provisions of the Prior Contracts, unless this Contract retained many of the powers and protections accorded to them in the Prior Contracts; and~~

WHEREAS, the Commission, in Article VI, Section 7.b5-(e) of its By-Laws, requires a greater than majority vote containing a certain composition of Commissioners to validate certain motions, resolutions or ordinances; and the Contract~~Charter~~ Customers enter into this Contract in reliance upon the continuation of procedural rules of the Commission as set forth in said Article VI, Section 7.b5-(e) which grant this vote and composition; and

WHEREAS, this Contract also contains certain requirements for the nature and composition of the vote of the Commission required to effectuate certain actions relating to the contractual rights of the Contract~~Charter~~ Customers herein; and such Contract~~Charter~~ Customers execute this Contract in reliance upon the continuation of such requirements for the term of this Contract; and

WHEREAS, the Contract~~Charter~~ Customers have entered into this Contract in reliance upon Section 2 (j) of the Water Commission Act of 1985 which provides that units of local government may enter into contracts for the supply of Lake Water with the Commission in contemplation of and reliance upon the pledge of the State of Illinois that no subsequent legislation would impair or limit the power or ability of a County Water Commission or a unit of local government fully to carry out the terms of any contract for the supply of Lake Water; and, in particular, the rights of the Contract~~Charter~~ Customers and the obligations of the Commission under this Contract are intended by the Contract~~Charter~~ Customers and acknowledged by the Commission to be subject to such pledge and agreement of the State of Illinois;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

The preambles hereto are hereby incorporated herein by reference, as if set out in full. Section numbers and captions are for reference and convenience only and do not expand or limit the meaning as contained in the text of this Contract. A definition in the singular may be used in the plural, and vice-versa.

Section 1. Definitions. The following words and phrases shall have the following meanings when used in this Contract, unless the context clearly indicates a different meaning is intended.

~~“Acts” means Division 135 of Article 11, Division 135 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., and the Water Commission Act of 1985, 70 ILCS 3720/1 et seq.~~

“Aggregate Costs” means Operation and Maintenance Costs, Fixed Costs and Underconsumption Costs, collectively, as herein defined.

“Bonds” means all of the Commission’s obligations which are payable from the revenues of the Waterworks System, whether in the form of bonds, notes, or other evidences of indebtedness, in whatever original principal amount, together with any such additional revenue obligations authorized by statute to be issued by the Commission from time to time and refunding revenue obligations issued to refund other such obligations.

“Bond Resolution” means the Commission’s bond resolution or bond resolutions or bond ordinance or bond ordinances under which the Commission will authorize the issuance of and issue Bonds.

“Charter Customers” means the units of local government that executed the original contract between the Commission and its customers dated June 11, 1986~~named as initial parties hereto in the heading of this Contract and which do properly authorize the execution of and execute a counterpart of this Contract as acceptance hereof and file the same with the Clerk of the Commission on or before the Charter Date as provided in Section 24 hereof.~~

~~“Chicago Water Supply Contract” means the water supply contract, dated March 19, 1984~~December 14, 1983, between the Commission and the City of Chicago, Illinois, as amended, or~~supplemented or extended from time to time, or any alternative water supply agreement.~~

“Commission” means the DuPage Water Commission, Counties of DuPage, Cook, Kane and Will, Illinois.

“Contract” means this eContract.

“Contract Customers” collectively means Charter Customers and any other entity that has executed a contract with the Commission to receive Lake Michigan Water from the Commission and wholesale it to the public prior to the date of this Contract~~Subsequent Customers, collectively.~~

“Cost of the Project” means, with respect to a Project, all costs of the Project, including costs of the acquisition of necessary lands, easements, and rights-of-way over lands and waters; the erection, construction, rehabilitation, repair and replacement of pumping, storage or other facilities, and the installation of mains and pipelines; costs of financing and administration during any period of acquisition, erection, construction, rehabilitation, repair, replacement or installation, as aforesaid; costs of repayment of such interim indebtedness as may be incurred for such costs, including administrative expenses prior to issuance of Bonds for a Project; and costs for such other purposes,

including without limitation reasonable reserves and working capital, as may be determined by the Commission.

“Customer” means any customer purchasing water from the Commission, ~~including Contract Customers.~~

“Fiscal Year” means the fiscal year of the Commission.

“Fixed Costs” means an amount sufficient, at all times, to pay the principal of and premium, if any, and interest on Bonds, to provide reserves required therefor, to provide an adequate depreciation fund for the Waterworks System, to comply with the covenants of the Bond Resolution, and to pay reasonable capital costs necessary to carry out the corporate purposes and powers of the Commission; and except as any of the above are included in Operations and Maintenance Costs.

“Full Water Requirements” means, with respect to a Customer, the amount of water necessary from time to time to meet the potable water requirements of all then current customers served by the Unit System of such Customer (including municipal use where applicable) whether within or without the corporation limits or applicable service area of such Customer.

“Lake Water” means potable, filtered water drawn from Lake Michigan.

“Minimum Take or Pay Requirement” means a requirement that a certain minimum amount of Lake Water from the Waterworks System will be taken or, if not taken, will be paid for on the same basis as if taken.

“Operations and Maintenance Costs” means amounts payable under the ~~Chicago~~ Water Supply Contract, but not including Underconsumption Costs except as provided in Section 10 of this Contract, and similar water supply contracts, and all expenses incurred in the administration, operation and maintenance of the Waterworks System and the accumulation of reserves related to payment of said costs. Upon the adoption of a Bond Resolution by the Commission in connection with the sale of Bonds, Operation and Maintenance Costs payable under this Contract shall in any month at least be equal to the amount required to be deposited in that month into the operation and maintenance fund or account created under the Bond Resolution.

~~“Prior Contracts” means the water purchase contracts between the Commission and certain Charter Customers, executed on various dates in the year 1984, providing for a supply of Lake Water.~~

“Project” means any acquisition or construction for the provision of Lake Water related to the Waterworks System including initial acquisition and construction thereof and all future improvements or extensions, acquisition, construction, repair, maintenance or replacement thereof.

“Subsequent Customer” means a customer of the Waterworks System which has a Water Allocation, is not a ~~Contract~~Charter Customer and is served pursuant to a Subsequent Contract executed after the Effective Date of this contract.

“Subsequent Contract” means a contract which provides for a Customer to either take its Full Water Requirements from the Waterworks System or contains a Minimum Take or Pay Requirement and which contract further provides for storage and other requirements, terms of payment (expressly subject to the following sentence), Force Majeure and Commission Defaults substantially the same as Sections 3, 6, 13, 14, and 15 hereof (which provisions may relate to a Full Water Requirements agreement ~~of or~~ a Minimum Take or Pay Requirement agreement as the case may be). The rate or charges for Lake Water may be higher than those provided herein, and only the terms of payment need be substantially the same.

“Trustee” means the trustee provided in the Bond Resolution.

“Underconsumer” means, for any given year, a Contract Customer which takes less Lake Water in such year than its Water Allocation times 365 times the Underconsumption Ratio for such year.

“Underconsumption” means the amount by which the amount of Lake Water actually taken by a Contract Customer is less than the Underconsumption Ratio times such customer’s Water Allocation times 365.

“Underconsumption Costs” means any amount which the Commission is obligated to pay under the ~~Chicago~~ Water Supply Contract solely by reason of failure to accept delivery of the minimum quantity of Lake Water that the Commission is obligated to purchase under the ~~Chicago~~ Water Supply Contract.

“Underconsumption Ratio” means, for any given year, ~~(i)~~ the minimum amount of Lake Water required to be taken by the Commission under the ~~Chicago Water Supply~~ Contract divided by (ii) the sum of the Water Allocations of all Contract Customers times 365.

“Unit System” means the waterworks system or combined waterworks and sewerage system (if such systems are combined for financing and accounting purposes) from time to time of a Contract Customer.

“Water Allocation” means, with respect to a Customer, such Customer’s allocation and allowable excess from time to time of Lake Water pursuant to the Level of Lake Michigan Act, as amended from time to time as ordered by the; Illinois Department of ~~Natural Resources~~Transportation Administrative Opinion Order Nos. ~~XXLMO 80-1, LMO 80-4 and subsequent orders of the State of Illinois Department of Transportation;~~ or such other amounts of Lake Water as a Customer may lawfully take.

“Water Supply Contract” means the water supply contract, dated March 19, 1984, between the Commission and the City of Chicago, Illinois, as amended, ~~0~~ supplemented or extended from time to time, or any alternative water supply agreement.

“Waterworks System” means all the Commission’s facilities, including land, easements, rights-of-way over lands and waters, pumping, storage and other facilities, mains and pipelines acquired and used for the purposes of providing and transmitting Lake Water ~~from the City of Chicago’s water supply system to Customers substantially in accordance with the plans and project description attached hereto as Exhibit 1. Said Exhibit 1 which~~ may be modified, amended and supplemented from time to time by the Commission in its sole discretion to serve the Lake Water needs of only those Customers or potential Customers located within the territorial limits of the Commission ~~on March 1, 1986, or within territory which by annexation or consolidation becomes part of municipalities defined as “included units” in the Act as the Act is written on March 1, 1986, without amendment thereto.~~

Section 2. Water Supply.

(a) Agreement to Purchase and Sell. Subject to the provisions of this Contract, the Commission shall sell to each Charter Contract Customer and each Charter Contract Customer agrees to purchase from the Commission an amount of Lake Water necessary from time to time to serve its Full Water Requirements. The Commission’s obligation to each Charter Contract Customer, however, to deliver Lake Water hereunder shall be limited to a maximum annual amount equivalent to such Charter Contract Customer’s then current Water Allocation and to a maximum rate of Lake Water in any one hour equal to 1.7 times such Charter Contract Customer’s Water Allocation divided by 24. Further, the Commission’s obligation to each Charter Contract Customer to deliver Lake Water at a maximum hourly rate shall be divided among the connection points, if more than one of each such Charter Contract Customer as provided in the design of the Waterworks System.

(b) Certain Limits on Supply and Commission’s Power to Contract. The Commission shall use its best efforts to furnish Lake Water to the Charter Contract Customers as hereinabove provided, but its obligation hereunder shall be limited by ~~(i)~~ the amount of Lake Water from time to time available to the Commission; (ii) contracts between the Commission and its other Customers; (iii) the capacity of the Waterworks System; and (iv) ordinary transmission loss, including standard metering error, between the Commission’s source of supply and the points of delivery. The Commission shall not enter into contracts with other Customers that would cause the Commission to be obligated to sell Lake Water in excess of the least of ~~(i)~~ Waterworks System capacity, (ii) the maximum amount of Lake Water available under the Chicago Water Supply Contract or (iii) an amount which would decrease the amount of Lake Water then being supplied or to be supplied in the future to the Charter Contract Customers.

(c) Emergency or Maintenance Shut-Off. The Commission undertakes to use reasonable care and diligence to provide a constant supply of Lake Water as herein

provided for, but reserves the right at any time temporarily to turn off the Lake Water in its mains for emergency and maintenance purposes. The Commission shall give to the Charter Contract Customers notice not less than forty-eight (48) hours in advance of any such turn-off, except that in emergencies it shall give notice which is reasonable under the particular circumstances.

(d) Curtailment; Emergency Use of Other Sources. If it becomes necessary for the Commission to limit its delivery of Lake Water to its Customers for any reason, each Charter Contract Customer shall be entitled to the fullest extent possible to receive during such period of curtailment its pro rata share of Lake Water available as determined by the ratio of its total Lake Water use during the prior Fiscal Year to the sum of Lake Water use during the prior Fiscal Year of all Customers entitled to Lake Water during such period of curtailment. Nothing in this Contract shall be construed to prohibit each Charter Contract Customer from serving its customers in cases of emergency, or when the Commission for whatever reason is unable to meet such Charter Contract Customer's Full Water Requirements, from any source including wells owned by such Charter Contract Customer and maintained for emergency use.

(e) Water Quality. The Commission further undertakes to provide ~~in the Chicago Supply Contract and similar water supply contracts~~ that all Lake Water delivered to the Commission under said contracts shall be of such quality, at the point of delivery to the Commission under said contracts, as to meet the requirements of any Federal, State or local agency as shall have jurisdiction from time to time for the operation of public water supplies. The Commission shall supply each Charter Contract Customer with Lake Water of a quality commensurate with that furnished other Charter Contract Customers, and meeting state and federal water quality standards. The Commission bears no responsibility for the contamination of Lake Water or deterioration of water quality occurring beyond the points of delivery to the Charter Contract Customers.

Section 3. Storage, Delivery, Distribution and Conservation.

(a) Storage. The ~~Chicago~~ Water Supply Contract currently requires the Commission to provide for and maintain water storage within the Waterworks System and certain Customer Unit Systems, collectively, of sufficient capacity to store not less than two times the annual average daily water demands (including operable shallow well capacity which may be counted towards meeting up to ten percent (10%) of the storage requirements.) In the event the City of Chicago enforces the minimum water storage standards and thereby requires the Commission to provide additional water storage and capacity, then this Section will apply. Each Charter Contract Customer agrees to use its best efforts to increase the water storage capacity of its Unit System; but in no event shall a Charter Contract Customer be required to increase the water storage capacity contained in its Unit System (including its operable shallow well capacity which may be counted towards meeting up to ten percent (10%) of its storage requirements) to an amount more than ~~(1)~~ twice the amount of its then annual average daily water demand, less that portion of the Commission's storage capacity in its Waterworks System equal to such Charter Contract Customer's annual average daily

water demand divided by the total annual average daily water demands of all Customers (to the extent that such Customers are included as parties for whom storage must be provided and maintained under the provisions of the ~~Chicago Water Supply Contract~~) ~~or (ii) an amount of storage (including storage under construction or ordered to be constructed pursuant to this subsection) relative to its annual average daily water demand which is more than any other Contract Customer's storage relative to its annual average daily water demand.~~

(b) Points of Delivery, Back-Flows, Pressure. The points of delivery shall be defined as the points of outlet where the Lake Water delivered hereunder leaves the Waterworks System and enters a Unit System. These points will be to the lesser of ten feet downstream from the Commission's metering stations or a common dividing wall between the Commission's metering station and the Contract Customer's pressure adjusting or rate control stations. The number and location of connections to each ~~CharterContract~~ Customer's system are shown on Exhibit 1. Each ~~CharterContract~~ Customer shall receive its supply of Lake Water downstream of the Commission's metering stations at pressures that will vary from time to time. Each point of delivery shall have a pressure adjusting or rate control~~increasing/reducing~~ station. Each ~~CharterContract~~ Customer is responsible for the siting, design, construction, operation, maintenance and replacement of the pressure adjusting or rate control stations supplied by Contract Customer~~increasing/reducing stations~~ to convey water from the Waterworks System into the Unit System. ~~The Commission shall pay or reimburse each CharterContract Customer for reasonable costs of design and initial construction of such stations; provided, that each CharterContract Customer shall provide appropriate sites without reimbursement.~~

~~Initial construction and~~ Future construction and modification of plans and specifications of the pressure ~~increasing/reducing~~ stations shall be submitted to the Commission for review and approval, which shall not be unreasonably withheld.

Each ~~CharterContract~~ Customer's operation of its pressure adjusting or rate control~~increasing/reducing~~ stations shall not cause surges or back-flows into the Waterworks System nor shall the operation of the Customer's pressure adjusting or rate control~~increasing/reducing~~ facilities cause the Waterworks System pressure to drop below 20 psi. The Commission shall not be responsible for any damage to the Unit System caused by design, operation or maintenance of the Customer's connection facilities to the Waterworks System.

(c) ~~CharterContract~~ Customer to Maintain Water Quality and Unit System and to Prevent Waste. Each ~~CharterContract~~ Customer agrees to operate its Unit System from the points of delivery on to the consumer in such a manner as at no time to place the Commission and the Waterworks System in jeopardy of failing to meet the regulations of any agency or governmental authority having jurisdiction for its operation of public water supplies. Each ~~CharterContract~~ Customer also agrees to notify the Commission as promptly as possible of all emergency and other conditions which may

directly or indirectly affect the quantity or quality of the Lake Water received hereunder or the Waterworks System.

Section 4. Measuring Equipment.

(a) Commission to Supply Equipment, Official Record. The Commission shall furnish, install, own, operate, maintain, repair and replace, at its own expense, at the points of delivery the necessary equipment and devices of a type meeting the standards of the American Waterworks Association for measuring properly the quantity of Lake Water delivered under this Contract, together with such above-ground structures as the Commission shall deem necessary to house such equipment and devices. Such meter or meters and other equipment so installed and structures so constructed shall remain the property of the Commission. Such structures and equipment shall be located at sites selected and provided by each CharterContract Customer, respectively, for Lake Water delivered to it, for such purpose. Such sites shall be subject to review and approval by the Commission, which shall not be unreasonably withheld. Each CharterContract Customer shall grant to the Commission a property interest in each respective site sufficient to enable the Commission to install, use, operate and maintain such structures and equipment during the term of this Contract; however, each Contract Customer shall be responsible for maintaining the grounds and landscaping, including but not limited to shrubbery and other plantings, located on each site provided. The Commission and each CharterContract Customer shall have access to such structures and equipment for examination and inspection at all reasonable times, but the reading for billing purposes, calibration and adjustment thereof shall be done only by the employees or agents of the Commission. For the purpose of this Contract, the official record of readings of the meter or meters shall be the journal or other record book of the Commission in its office in which the records of the employees or agents of the Commission who take the readings are or may be transcribed. Upon written request of a CharterContract Customer, the Commission will give the CharterContract Customer a copy of such journal or record book, or permit the CharterContract Customer to have access thereto in the office of the Commission during regular business hours.

(b) Calibration. At least once in each Fiscal Year, the Commission shall calibrate its meters dedicated to measuring Lake Water to a CharterContract Customer if requested in writing by such CharterContract Customer to do so, in the presence of a representative of the CharterContract Customer, and the Commission and such CharterContract Customer shall jointly observe any adjustments which are made to the meters in case any adjustments shall be necessary, and if any check meters as hereinafter provided for have been installed, such meters shall also be calibrated by the CharterContract Customer in the presence of a representative of the Commission and the Commission and such CharterContract Customer shall jointly observe an adjustment in case any adjustment is necessary.

(c) Check Meters. A CharterContract Customer may, at its option and its own expense, install and operate a check meter to check each meter installed by the

Commission, but the measurement of Lake Water for the purpose of this Contract shall be solely by the Commission's meters, except in the cases hereinafter specifically provided to the contrary. All such check meters shall be of standard make and shall be subject at all reasonable times to inspection and examination by any employee or agent of the Commission, but the calibration and adjustment thereof shall be made only by such CharterContract Customer, except during any period when a check meter may be used under the provisions hereunder for measuring the amount of water delivered, in which case the calibration and adjustment thereof shall be made by the Commission with like effects as if such check meter or meters had been furnished and installed by the Commission.

(d) Variations between Meters; Reconciliation. Notwithstanding the foregoing, if the Commission or any Contract Customer at any time observes a variation between a delivery meter and a check meter, if any such check meter shall have been installed, or any other evidence of meter malfunctions, such party shall promptly notify the other party and the Commission and such Contract Customer shall then cooperate to procure an immediate calibration test and adjustment of such meter to accuracy and shall jointly observe any such adjustment. The party who discovers such variation shall give the other party notice not less than forty-eight (48) hours prior to the time of all tests of meters (which tests shall be conducted during normal working hours) so that the other party may conveniently have a representative present. If said representative is not present at the time set in such notice, calibration and adjustment may, notwithstanding any other provision of this paragraph, proceed in the absence of said representative. If, upon any test, the percentage of inaccuracy of any meter is found to be in excess of two percent (2%), registration thereof shall be corrected by agreement of the Commission and such Contract Customer based upon the best data available, for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of 183 calendar days of meter operations~~six (6) months~~. If for any reason any meters are out of service or out of repair so that the amount of Lake Water delivered cannot be ascertained or computed from the reading thereof, the Lake Water delivered during the period such meters are out of service or out of repair shall be deemed to be the registration of any check meter or meters if the same have been installed and are accurately registering. Otherwise, the amount of Lake Water delivered during such period shall be estimated ~~(i)~~ by correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculations, or (ii) if the error is not ascertainable by calibration tests or mathematical calculation, by estimating the quantity of delivery by considering deliveries during preceding periods under similar conditions when the meter or meters were registering accurately.

(e) Removal of Commission Metering Station. Within ninety (90) days after the termination of this Contract (absent a failure to renew)~~without renewal~~, the Commission shall at its own expense remove metering equipment and stations from and restore the property of each CharterContract Customer to which such termination without renewal applies. If the Commission fails to remove and restore, as aforesaid,

the CharterContract Customer affected may elect to enforce its right to same or to take title to such equipment and station.

Section 5. Unit of Measurement. The unit of measurement for Lake Water delivered hereunder shall be gallons of water, U.S. Standard Liquid Measure, and all measuring devices shall, unless the Commission and affected Contract Customer otherwise agree, to be so calibrated. In the event that it should become necessary or desirable to use other units of measurement, the basis of conversion shall be that 7.48 gallons is equivalent to one (1) cubic foot.

Section 6. Prices and Terms of Payment.

(a) Operation and Maintenance Costs; Underconsumption Costs. Each CharterContract Customer shall pay a share of Operation and Maintenance Costs for each month, which shall be an amount equal to the then current price per 1,000 gallons for Operation and Maintenance Costs times the quantity of Lake Water divided by 1,000 delivered by the Waterworks System to such CharterContract Customer for such month. At any time no Lake Water is being supplied through the Waterworks System to Contract Customers, each Contract Customer's share of monthly Operation and Maintenance Costs shall be that proportion of those costs which such Contract Customer's Water Allocation bears to the total Water Allocations of all Contract Customers required to make Operation and Maintenance Costs payments during the same period. The Commission may require Subsequent Customers to pay for any month a share of Operation and Maintenance Costs, which share may be based upon a rate or proportion higher than that which is applicable to CharterContract Customers. Such requirement of a greater share may but need not be applied by the Commission to reduce the shares of said costs payable in any month by the CharterContract Customers; provided, however, that in no event shall the Commission reduce the shares of CharterContract Customers by an amount which exceeds the amount that is available due to such greater share being paid by a Subsequent Customer.

Each Underconsumer shall pay its share of Underconsumption Costs as determined and assessed by the Commission after notification of such costs by the City of Chicago. Each Underconsumer's share of Underconsumption Costs for a year shall be equal to the ratio of its Underconsumption to the aggregate Underconsumption of all Underconsumers for such year.

(b) Fixed Costs. ~~Subject to the single limitation on its obligation to pay Fixed Costs set forth in this subsection, e~~Each CharterContract Customer agrees to pay its share of Fixed Costs for each Fiscal Year, which share shall be payable monthly and shall be that proportion of Fixed Costs which such CharterContract Customer's Full Water Requirements for the two preceding calendar years prior to such Fiscal Year bears to the sum of the Full Water Requirements ~~of or~~ Minimum Take of Pay Requirements, as applicable, of all those Contract Customers for such two preceding calendar years, ~~who are not relieved from Fixed Costs payments pursuant to the~~

~~payment limitation set forth in the last sentence of this subsection.~~ The Commission may require Subsequent Customers to pay for any month a share of Fixed Costs which is greater than said proportion. Such requirement of a greater share may but need not be applied by the Commission to reduce the shares of said costs payable in any month by the CharterContract Customers; provided, however, that in no event shall the Commission reduce the shares of CharterContract Customers by an amount which exceeds the amount that is available due to such greater share being paid by a Subsequent Customer. Prior to the Commission's delivery of Lake Water to any CharterContract Customer for two (2) calendar years, each CharterContract Customer's share of monthly Fixed Costs shall be that portion of Fixed Costs which such CharterContract Customer's Water Allocation bears to the total Water Allocations of Contract Customers, ~~who are not relieved from Fixed Costs payments pursuant to the payment limitation set forth in the last sentence of this paragraph.~~ ~~Subject to the single limitation on its obligation to pay Fixed Costs set forth in this paragraph, each Charter Customer's obligation to make all payment of Fixed Costs as required hereunder is unconditional and irrevocable, payable without setoff or counterclaim and irrespective of whether Lake Water is ever furnished, made available or delivered to any Charter Customer or whether the Waterworks System is completed, operable or operating, and notwithstanding suspension, interruption, interference, reduction or curtailment of the supply of Lake Water. The rights of the Charter Customer in the event of the failure by the Commission to perform its obligations under this Contract are governed by Section 14. Each Charter Customer's obligation to pay Fixed Costs hereunder is subject to the single limitation that, if for any period of time (and only during such period) the Commission is in fact supplying the Full Water Requirements or Minimum Take or Pay Requirements, as applicable, of Contract Customers other than such Charter Customer, whose Full Water Requirements and Minimum Take or Pay Requirements are more than 85% of the sum of the Full Water Requirements or Minimum Take or Pay Requirements, as applicable, of all Contract Customers, and during such period of time the Commission is unable to supply any Lake Water to such Charter Customer, then such Charter Customer shall have no obligation to pay Fixed Costs for such period.~~

(c) Bills and Due Date. The Commission shall notify each CharterContract Customer of such CharterContract Customer's share of Aggregate Costs for a month on or before the tenth (10th) day of the following month. The CharterContract Customer's share of Aggregate Costs for a month shall be due and payable and must be received at the offices of the Commission on or before the tenth day of the month following the month of the Commission's notification. ~~or, if~~ If the Commission provides the notice later than the tenth (10th) day of the month, CharterContract Customer shall have, within twenty-eight (28) days of from the date of notification to make said payment.

(d) Default Shares. If any Customer shall default in the payment to the Commission of any part of its share of Aggregate Costs, or any part of the payment of its share due pursuant to this subsection 6(d), each CharterContract Customer agrees to pay a share of the amount so in default to the Commission, which share shall be in the same proportion as such CharterContract Customer's share of the Aggregate Costs for the month prior to the month of the default bears to the sum of the shares of

Aggregate Costs in that month of all Contract Customers obligated to make payments under this subsection 6(d) not in default. A CharterContract Customer's share of defaulted Aggregate Costs, or such defaulted payment of shares, as the case may be, shall be due and payable twenty-one (21) days after the Commission's written demand therefor. The demand shall include the Commission's calculations of the amount due by the CharterContract Customer hereunder. If and when the defaulting Customer makes a payment to the Commission of a defaulted amount or interest thereon for which the CharterContract Customers have made a payment to the Commission under this paragraph, the Commission will pay to each CharterContract Customer its proportionate share of such amount, including any such interest paid thereon.

(e) Disputed Payments. If a CharterContract Customer desires to dispute all or any part of any payments under this Agreement, the CharterContract Customer shall nevertheless pay the full amount of any such payment when due and include with such payment written notification to the Commission that charges are disputed, the grounds for dispute and the amount in dispute.

Upon receipt of notification of dispute, representatives of the Commission shall meet with representatives of the CharterContract Customer to resolve such dispute. No adjustment or relief on account of any disputed charges shall be made unless disputed charges are the subject of such notice within twenty-one (21) days of receipt by Contract Customer of the billtime herein specified, or within a reasonable period from the time the CharterContract Customer knew or should have known of the facts giving the rise to the dispute.

The Commission and the CharterContract Customer shall promptly attempt and continue efforts to resolve the dispute. In the event that it is determined that the CharterContract Customer shall have overpaid, it shall receive a refund with interest at the rate set out in subsection (f).

(f) Interest on Overdue Payments. If a CharterContract Customer shall fail to make any payment required under this Contract on or before its due date, such CharterContract Customer shall be in default, and interest on the amount of such payment shall accrue during the period of non-payment at the maximum legal rate payable by an Illinois non-home rule unit, not to exceed the higher of the weighted average effective interest rate on all series of Bonds of the Commission any of which are then outstanding plus two percent (2%) or the prime rate from time to time announced by the largest commercial bank, measured in terms of total assets, located and doing banking business in the State of Illinois, plus five percent (5%), from the date such payment becomes due until paid in full with interest as herein specified. In the event such payment is not made within thirty (30) days from the date such payment becomes due, the Commission may at its option and in its discretion reduce or discontinue delivery of Lake Water to the CharterContract Customer until the amount due the Commission is paid in full with interest as herein specified. The Commission shall give notice to the CharterContract Customer not less than twenty (20) days prior to the event of its intention to reduce or discontinue delivery of Lake Water in accordance

with this subsection (f) and shall provide the Charter Contract Customer an opportunity for a hearing prior to any reduction or discontinuance. If the Commission reduces or discontinues the delivery of Lake Water under such circumstances, the Charter Contract Customer shall, nevertheless, continue to be liable to pay all charges herein provided for. The rights specified in this subsection shall be in addition to all other rights and remedies available to the Commission at law or in equity for breach of any of the provisions of this Contract.

(g) Security Deposit. If a Charter Contract Customer is in default in any payment due under this Contract and the default is not cured within thirty (30) days after the due date of the defaulted payment, the Commission may, at its option, require such Charter Contract Customer, as a further obligation under this Contract, to deposit as security for the payment of such Charter Contract Customer's obligations hereunder a reasonable amount determined by the Commission. The Charter Contract Customer's compliance with the Commission's demand for a security deposit shall be a condition precedent to the curing of such Charter Contract Customer's default and the restoration of the Lake Water service to such Charter Contract Customer, if abated or reduced by reason of such default. The security deposit or any part thereof may, at the Commission's discretion, be applied to any subsequent default by the Charter Contract Customer in any payments due hereunder. If so applied, the Charter Contract Customer shall provide funds within three (3) business days immediately to restore the security deposit to the amount required by the Commission. At the earliest of the end of the term of this Contract, a term of two (2) years after the curing of the most recent default by the Charter Contract Customer, or at such time that the Commission may in its sole discretion determine, any security deposit shall be returned to the Charter Contract Customer if the Charter Contract Customer has performed all its obligations under this Contract.

(h) Rates to Charter Contract Customers Same. No change in the rates or charges under this Contract for any Charter Contract Customer may be made unless the same change is made for all Charter Contract Customers.

(i) Limitation on Payments; Net Indebtedness of Charter Contract Customers. Notwithstanding any other provisions of this Contract to the contrary, the payments required to be made by each Charter Contract Customer under this Contract shall be required to be made solely from revenues to be derived by such Charter Contract Customer from the operation of its Unit System. This Contract shall not constitute an indebtedness of any Charter Contract Customer within the meaning of any statutory or constitutional limitation.

(j) May Use Other Moneys. Notwithstanding the provisions of Subsection (i) of this Section, the Charter Contract Customers are not prohibited by this Contract from using other available funds to make the payments required by this Contract.

(k) Sole Method for Charter Contract Customers to Enforce Provisions Hereof Against Other Customers. Each Charter Contract Customer acknowledges

that its obligations to make payments hereunder are of benefit to each other ~~CharterContract~~ Customer and to Subsequent Customers as such other Customers' obligations are of benefit to the ~~CharterContract~~ Customer. Accordingly, each ~~ContractCharter~~ Customer agrees that, in addition to the Commission, Bondholders, a Trustee or other parties by law entitled to enforce the provisions of this Contract, any three (3) or more ~~Contract-Subsequent~~ Customers acting together may enforce the provisions of this Section 6, but only if the Commission has not acted to enforce such provisions within ninety (90) days of failure to make a payment hereunder. Any rights any Contract Customer has under this Contract or other contracts with the Commission shall be limited in enforcement as set forth herein.

(l) Beginning of Obligation to Pay. The obligation to make any and all payments under this Contract shall begin the month immediately following the issuance of ~~after~~ any Bonds or the obtaining of Lake Water from the Commission, whichever is later ~~are issued~~.

(m) Provision in Lieu of Water Allocation. At any time when no Water Allocation is in effect for a Customer and reference to a Water Allocation is necessary to give meaning to a term of this Contract, the Water Allocation for such Customer shall be deemed to be as follows:

~~—(i) prior to May 1, 1988, the MGD value set out for such Customer in Section 24 hereof, if applicable, or in the applicable Subsequent Contract for a Subsequent Customer and~~

~~—(ii) on or after May 1, 1988, such Customer's Full Water Requirements for the then most recently completed calendar year divided by 365.~~

Section 7. Procedural and Other Limitations; Further Covenants of the Commission. Notwithstanding any other provisions of this Contract, the ~~CharterContract~~ Customers shall have the rights enumerated within this section and the Commission in its activities shall be obligated in the manner provided in this section.

(a) Procedural Rule. No motion, resolution or ordinance concerning the subjects enumerated below shall be adopted by the Commission except by at least a majority affirmative vote of all of the Commissioners which majority must contain the votes of at least one-third (1/3) of the Commissioners appointed by the County Board Chairman and forty percent (40%) of the Commissioners appointed by the Mayors as provided in the Act: (1) Approval of individual contracts or a series of contracts related to a single Project in an amount in excess of \$100,000; (2) Setting of rates for the sale of Lake Water to ~~CharterContract~~ Customers; (3) Borrowing funds; (4) Exercise of eminent domain powers; (5) Employment of the General Manager and Financial Administrator, and managerial and professional ~~personnel either as employees or consultants; or~~ (6) Amendment of the ~~Chicago~~ Water Supply Contract or (7) entering into any agreement to provide Lake Michigan Water to a Subsequent Customer.

(b) Lake Water Only. Without the prior approval of the corporate authorities of any CharterContract Customer affected, the Commission shall not deliver any water to a CharterContract Customer other than Lake Water. Costs for Lake Water charged by the Commission shall only include Aggregate Costs relating to the purchase and delivery of Lake Water.

~~**(c) Intentionally Omitted Taxes.** To the fullest extent it may lawfully do so, the Commission covenants to do as follows. It shall annually appropriate and impose its corporate sales taxes, or any taxes permitted which are a substitution for sales taxes, in the maximum amounts authorized by law. In the event that any CharterContract Customer (il) is not supplied by the Commission an amount of water equal to its Water Allocation times 365 times the Underconsumption Ratio for a given year but nevertheless pays a share of Underconsumption Costs for such year, (ii) is entitled to a Rebate as hereinafter defined and provided for or (iii) pays Operation and Maintenance Costs or Fixed Costs in the case of abandonment of the Waterworks System, the Commission shall apply such sums of money as it receives from the proceeds of such taxes (x) to repay to CharterContract Customers the amount paid by each, respectively, for Underconsumption Costs as set forth in clause (il), (y) to pay the Rebate as set forth in clause (ii) and (z) to repay to CharterContract Customers the amount paid by each, respectively, for Operation and Maintenance Costs and Fixed Costs as set forth in clause (iii). If the Commission cannot pay all of said amounts, it shall make payment thereon pro rata.~~

(d) Covenants to Be Set Out in Bond Ordinance. Any Bond Resolution passed by the Commission shall contain language to the following effect:

Any holder or registered owner of a bond or any of its coupons, in any civil action, mandamus, or other proceeding, may enforce and compel performance of all duties required by law to be performed by the Commission or by any customers of the Commission, including the making of rates and charges, the collecting of sufficient revenue and the application thereof, as provided by applicable law, and including, expressly, all of the terms and provisions of Sections 6, 7 and 16 of the Contract [referring to this Contract].

The parties or persons which make loans of funds to the Commission [by this Bond Resolution] have received the pledge of the State of Illinois that it will not impair or limit the power or ability of the Commission or a unit of local government fully to carry out the terms of any contract for the supply of water entered into by the Commission and a unit of local government for the term of such contract. For purposes of such impairment or limitation, the contracts for the supply of water executed by units of local government and the Commission contain terms and conditions intended by the parties thereto and by the Bondholders to be absolute conditions thereof.

(e) Absolute Conditions. For purposes of the pledge and agreement of the State of Illinois that it will not impair or limit the power or ability of the Commission or the

CharterContract Customers fully to carry out the terms and conditions hereof, all terms and conditions contained herein are intended to be absolute conditions hereof and are agreed to by the parties. It is hereby intended that no change in the Act or other law or regulation subsequent to the date hereof shall affect any of the terms or provisions of this Contract, and neither the CharterContract Customers nor the Commission, without the unanimous consent of all of them, shall take any actions under a change in the Act or other law or regulation contrary to the terms and conditions herein.

(f) Emergency Supply. A CharterContract Customer may contract for a temporary supply of water in case of an emergency from any other unit of local government or any entity.

(g) Governance. For the term of this Contract, the number of Commissioners appointed by the Mayors as provided in the Act shall be not less than one-half (1/2) the total number of Commissioners (excluding, expressly, for purposes of said count, the Chairman).

(h) Retail Sales. The Commission shall not engage in the retail sale or distribution of water to residents or customers of any CharterContract Customer.

(i) Evidence of Customer Action. Wherever in this Contract the consent or authorization of a CharterContract Customer or a group of CharterContract Customers are required, the consent may only be evidenced by a resolution or motion passed by the corporate authorities of the CharterContract Customer.

(j) Limitation on Funds. No funds received by the Commission from Operation and Maintenance Costs or Fixed Costs payable from CharterContract Customers may be expended for the planning, construction, operations or maintenance of a waterworks system other than the Waterworks System, or the extension thereof, specified within this Contract.

~~**(k) General Obligation Bonds.** The Commission shall not issue any Bonds until or unless they shall have issued general obligation bonds for the Waterworks System in an amount of at least \$100,000,000. Such general obligation bonds and Bonds may be issued simultaneously.~~

(~~k~~) Certain Budget, Rate Limitation, Notice and Hearing Provisions. Not less than sixty (60) days prior to the beginning of each Fiscal Year, the Commission shall prepare and send to the CharterContract Customers a tentative budget. Each such budget shall include, among such other items as the Commission may choose, an estimate of Fixed Costs to be payable by each CharterContract Customer in a stated aggregate dollar amount per month for each and an estimate of Operations and Maintenance Costs in a stated price per 1,000 gallons. The Commission will hold a hearing on such budget, at which the CharterContract Customers may be heard, and shall give the CharterContract Customers not less than twenty-one (21) days notice of such hearing. Operations and Maintenance Costs payable in each Fiscal Year shall be

determined and assessed by the Commission on a price per 1,000 gallons basis; such price may not exceed the estimate as set forth in the tentative budget unless the Commission shall hold a hearing on such higher price, at which the CharterContract Customers may be heard, and shall give the CharterContract Customers not less than twenty-one (21) days notice of such hearing.

~~—— (Im) Use of Sales Taxes to Rebate Charges In Limited Circumstances. To the fullest extent it may lawfully do so, the Commission agrees to rebate solely from the corporate sales taxes of the Commission, or any taxes permitted which are a substitution for sales taxes, within a reasonable time, payments of Aggregate Costs made by Charter Customers under this Contract upon the conditions as follows:~~

~~—— (i) This provision applies only upon initial construction of the Waterworks System.~~

~~—— (ii) The “60% Completion Date” is defined as the date during initial construction upon which the Waterworks System is serving or able to serve the Full Water Requirements of Charter Customers the sum of whose Water Allocations equals or exceeds sixty percent (60%) of the sum of the Water Allocations of all Charter Customers.~~

~~—— (iii) This provision applies only to those Charter Customers (the “Rebate Recipients”) which are not being served or able to be served with any Lake Water by reason of the Waterworks System not having been sufficiently completed one year after the 60% Completion Date.~~

~~—— (iv) The Commission shall rebate from such sales taxes, or any taxes permitted which are a substitution for sales taxes, to each Rebate Recipient the amount paid (the “Rebate”) by such Rebate Recipient to the Commission pursuant to this Contract during the period beginning one year after the 60% Completion Date to the date upon which the Waterworks System can deliver Lake Water to such Rebate Recipient.~~

~~—— (v) The Commission agrees, to the fullest extent it may lawfully do so, annually to appropriate such amount of such sales taxes, or any taxes permitted which are a substitution for sales taxes, as may be necessary to meet its obligation to pay the Rebates to the Rebate Recipients; provided, the Commission shall not be required to pay any Rebates until it has had sufficient time to take such budget and appropriations measures as are necessary under law.~~

~~—— (vi) The Rebate Recipients are not relieved of any obligation under this Contract by the terms of this subsection but become entitled to payment of Rebates from the taxes as are herein described. The Charter Customers acknowledge that such funds are limited in amount. The Rebate Recipients shall have no recourse against any revenues of the Waterworks System. No interest shall be paid on any Rebate amount.~~

Section 8. Special Conditions and Covenants.

(a) Commission to Build Waterworks System and Supply Lake Water.

~~The Commission shall proceed promptly with the construction of the Waterworks System necessary to the performance of its obligations hereunder. The Commission will make a diligent effort to have its facilities completed to the point of delivery so as to furnish Lake Water to the Charter Customers by January 31, 1992, but the Commission does not hereby guarantee delivery by such date. The Commission shall not be liable to any Charter Customer for any damages occasioned by delay in the commencement of such service to any Charter Customer, and all payments provided for under this Contract remain due and payable in accordance with its terms notwithstanding any such delay. After Lake Water is first tendered for delivery to a Charter Customer at any point of delivery, the Commission shall, subject to the other terms and conditions of this Contract, continually hold itself ready, willing and able to supply Lake Water to any such CharterContract Customer. The Commission shall also use its best efforts, consistent with its legal obligations to its other Customers and consistent with fair and equitable treatment of all of its Customers, to supply each CharterContract Customer with such additional amounts of Lake Water as may be from time to time allocated to such CharterContract Customer over and above its present Water Allocation, but the Commission does not hereby guarantee a supply of such additional amounts.~~

(b) Title to Lake Water. Title to all Lake Water ~~s~~Supplied hereunder shall remain in the Commission to the lesser of the points ten feet (10 ft.) downstream from the Commission's metering stations or a common dividing wall between the Commission's metering station and the Contract Customer's pressure adjusting or rate control stations for each Unit System and thereupon shall pass to such CharterContract Customer.

~~**(c) Commission to Use Best Efforts to Build and Finance Construction.**
The Commission shall use its best efforts to obtain the necessary permits and contracts for labor and material, and to borrow funds and issue its Bonds therefor in order to acquire and construct the Waterworks System.~~

(d)(c) Payments Hereunder an Operation Expense of Unit Systems. Obtaining water is an essential item of expense of the Unit Systems. To the fullest extent permitted by law or contract, all of the payments to be made by each CharterContract Customer hereunder shall constitute operating expenses of the Unit Systems as to any and all revenue bonds of such CharterContract Customer which are supported in whole or in part by a pledge of the revenues of its Unit System, with the effect that such CharterContract Customer's obligation to make payments from its water revenues under this Contract has priority over its obligation to make payments of the principal of and d premium, if any, and interest on any such bonds which are or will be supported in whole or in part by a pledge of such Unit System revenues. Each CharterContract Customer shall make all budgetary, emergency and other provisions and appropriations necessary to provide for and d authorize the prompt payment by such CharterContract Customer to the Commission of its shares of Aggregate Costs. The obligations of each CharterContract Customer under this Contract are further payable from all other accounts of the Unit System of each CharterContract Customer,

respectively, for its shares, in which there are lawfully available funds. In any revenue bond ordinances or resolutions hereafter enacted by a CharterContract Customer, the priority of lien established pursuant to this Contract shall be expressly provided and set forth in said bond ordinances or resolutions. If legal action is brought against a CharterContract Customer challenging the priority of such CharterContract Customer's obligations hereunder over the lien of any revenue bonds supported by a pledge of the revenues of its Unit System, the Commission shall, if requested to do so by such CharterContract Customer, undertake the defense of the legal action at the Commission's expense.

(e)(d) Commission Insurance. The Commission will carry insurance or maintain self-insurance with respect to the Waterworks System of the kinds and in the amounts which are customarily carried or maintained by parties operating similar properties, including, without limiting the generality of the foregoing, fire and other casualty and public liability insurance or protection. All moneys received for loss under the insurance policies or on deposit as self-insurance reserve funds shall be used in making good the loss or damage in respect of which they were paid except to the extent no longer deemed useful to or profitable in the operation of the Waterworks System, whether by repairing the property damaged or replacing the property destroyed, and provision for making good such loss or damage or replacing the property destroyed shall be made within a reasonable time from date of loss. The proceeds derived from any and all policies or available from self-insurance reserves for public liability losses shall be used in paying or reimbursing any accounts from which payments for settlements, judgments or expenses were advanced.

(f)(e) Commission to Continue to Serve. The Commission will use its best efforts to continue serving all the CharterContract Customers.

(g)(f) Commission Covenant to Operate Properly. From time to time, the Commission will take steps reasonably necessary so that the Waterworks System may at all times be operated properly ~~and advantageously~~.

Section 9. Additional CharterContract Customer Covenants. Each CharterContract Customer further covenants as follows:

(a) Maintain and Operate Unit System. It will own and maintain its Unit System, and all improvements and extensions of its Unit System, in good repair and working order, will operate the same efficiently, and will punctually perform all duties with respect to its Unit System as may be required by the Constitution and laws of the State of Illinois and all other applicable laws and by all resolutions and ordinances of such CharterContract Customer.

(b) Rate Covenant. It will establish, maintain, revise as necessary and collect, rates and charges for customers of its Unit System as shall be required from time to time to produce revenues at least sufficient ~~(i)~~ to pay all amounts due under this Contract and to pay all other costs of operation and maintenance of its Unit System, (ii)

to provide an adequate depreciation fund for its Unit System, (iii) to make all deposits in all funds and accounts required by the terms of resolutions or ordinances authorizing bonds payable from revenues of its Unit System and (iv) to pay the principal of and interest on all bonds of such CharterContract Customer payable from the revenues of its Unit System. The Commission may not sue to enforce the provisions of this Section as they relate to clauses (ii) through (iv) unless it can show that the ability of the CharterContract Customer to make the payments set forth in clause (i) is substantially impaired by the inadequacy of said rates and charges. The rates and charges for customers of a Unit System shall not be required, however, to be sufficient to produce amounts required to make payments under this contract so long as available amounts sufficient for making such payments for the next six (6) months or the remainder of such CharterContract Customer's fiscal year, whichever is longer, shall have been set aside in cash or investments in a separate account in its Unit System Fund designated for the purpose of making payments under this Contract,

(c) Segregate Revenues. It shall provide for the segregation of all revenues of its Unit System in such Unit System Fund and provide for the application of the revenues for the purpose of subsection (b) of this Section. Moneys of a Unit System of a CharterContract Customer which exceed the obligations of such CharterContract Customer hereunder may be used for any lawful corporate purposes.

(d) Future Subordination of Revenue Bond Lien. Any resolution or ordinance of the CharterContract Customer which authorizes the issuance after the date of this Contract of any obligation of the CharterContract Customer to be paid from revenues of its Unit System will expressly provide that revenues of its Unit System may be used to pay principal of and premium, if any, and interest of those obligations only to the extent that those revenues exceed the amounts required to pay the operation and maintenance expenses of its Unit System including, expressly, all amounts payable from time to time under this Contract.

(e) General Covenant to Operate Properly. From time to time, it will take steps reasonably necessary so that its Unit System may at all times be operated in accordance with industry standards properly and advantageously.

(f) Accounting and Audit. It will make and keep proper books and accounts (separate and apart from all other records and accounts of such CharterContract Customer) in which complete entries shall be made of all transactions relating to its Unit System, and, within two hundred ten (210) days following the close of each fiscal year of such CharterContract Customer, it will cause the books and accounts of its Unit System to be audited annually by independent certified public accountants, showing the receipts and disbursements on account of its Unit System.

(g) Maintain Ownership of Unit System and Properties. It will continue to own and possess its Unit System and will, within the exercise of reasonable business judgment and in a manner so as not to cause a default hereunder, dispose of property which is part of its Unit System only to the extent that the Commission consents in

writing, which consent shall not be unreasonably withheld such property is no longer useful or profitable in the operations of its Unit System. This subsection (g) does not prohibit a Contract Customer from selling specific equipment that it considers surplus and that is no longer needed or utilized to operate its Unit System.

(h) Insurance. It will carry insurance or maintain self-insurance with respect to its Unit System of the kinds and in the amounts which are customarily carried or maintained by parties operating similar properties, including, without limiting the generality of the foregoing, fire and other casualty and public liability insurance or protection. All moneys received for loss under the insurance policies or on deposit as self-insurance reserves shall be used in making good the loss or damage in respect of which they were paid except to the extent that the property damaged or lost would be permitted to be disposed of under subsection (g) of this Section, whether by repairing the property damaged or replacing the property destroyed, and provisions for making good such loss or damage or replacing the property destroyed shall be made within a reasonable time from date of loss. The proceeds derived from any and all policies or available from self-insurance reserves for public liability losses shall be used in paying or reimbursing any accounts from which payments for settlements, judgments or expenses were advanced.

(i) Budget and Appropriations. It will adopt a budget or appropriations ordinance for each fiscal year of such CharterContract Customer, or otherwise in accordance with applicable state laws, provide lawful authority for payment of all sums anticipated to be due to the Commission during such fiscal year.

(j) Continue to Serve. It will use its best efforts to continue serving all customers of its Unit System within its territorial limits which are served as of the date of this Contract.

(k) Maintain Water Allocation. It will use its best efforts to obtain or retain, from time to time, a Water Allocation at least equal to ~~but not in excess of two (2) times~~ its Full Water Requirements from time to time.

(l) Combining or Separating Unit System Accounts. It ~~shall not combine its existing separate waterworks system with its separate sewerage system or separate its existing combined waterworks and sewerage system into separate systems before May 1, 1990. Thereafter, it~~ may combine its waterworks system with its sewerage system or separate its combined waterworks system and sewerage system into separate systems only on the conditions as follows: (i) the CharterContract Customer shall provide the Commission with written evidence that the proposed combination or separation will not materially and adversely affect the CharterContract Customer's ability to comply with all of the terms, conditions and covenants of this Contract; and (ii) if the Commission shall then determine the proposed combination or separation will not materially and adversely affect the CharterContract Customer's ability to comply with all of the terms conditions and covenants of this Contract, then and only then the Commission shall approve such combination or separation and advise such CharterContract Customer in writing.

(m) Customer Covenants as to Rate of Withdrawal. Each CharterContract Customer will take Lake Water at the most uniform and continuous rate of withdrawal practicable.

Section 10. Election as to Water Purchase Requirements. ~~When and if the Commission pays in full all of its Bonds, a~~Any CharterContract Customer electing to take~~may elect to thereafter purchase from time to time~~ less than its Full Water Requirements, as determined by from the Commission, shall pay its pro rata share of the Operations and Maintenance Costs and the Fixed Costs for the period of time during which its Full Water Requirements are not taken. In the event such CharterContract Customer elects to purchase less than its Full Water Requirements in any year pursuant to this Section, it shall pay a share of Underconsumption Costs, if any, incurred for such year and such CharterContract Customer's share of such Underconsumption Costs shall be deemed to be Operation and Maintenance Costs under this Contract. The prior sentence shall not be applicable where the Underconsumption is caused by an emergency situation as approved in writing by the highest executive of the Commission and lasts for less than thirty (30) days. Such CharterContract Customer's share of Operation and Maintenance Costs and Fixed Underconsumption Costs, if any, for the year shall be that proportion of those costs which the Operation and Maintenance Costs and Fixed CostsUnderconsumption of such CharterContract Customer for that year was to the sum of the Operation and Maintenance Costs and Fixed CostsUnderconsumption of all Customers for such year.

Section 11. Resale Limitations. Charter Customers shall not resell more than five percent of the water purchased from the Commission except:

- ~~_____ (i) —To~~ _____ (i) —To retail water customers under published rates and charges, without any special contract; or
- ~~(ii) —A~~ (ii) —A any contract approved in writing by the Commission, which approval shall be in the sole discretion of the Commission.

Abandonment. ~~Upon obtaining the consent of not less than (i) two-thirds of all Charter Customers, (ii) a majority of those Charter Customers which would receive less than one-half of their Full Water Requirements due to the termination hereinafter referred to and (iii) a majority of those Charter Customers which would receive no Lake Water due to such termination, the Commission may elect to terminate acquisition and construction of all or any part of its Waterworks System prior to its substantial completion. All of the following must occur before such termination.~~

~~_____ (a) The Commission shall have found that the cost of substantial completion of the Waterworks System would so greatly exceed original estimates of that cost that it would not be economically feasible for the Contract Customers together to pay the Fixed Costs which would be payable after substantial completion.~~

~~—— (b) The Commission and each Charter Customer shall have been provided with a certificate from an independent consulting engineer and a certificate from an independent financial consultant to the effect that they each concur with the finding of the commission described in subsection (a) of this Section.~~

~~—— (c) The Charter Customers and any Trustee appointed under a Bond Resolution of the Commission shall have been given ninety (90) days' notice of the proposed termination of acquisition and construction of all or any part of the Waterworks System.~~

~~—— (d) The Commission shall have caused to be prepared a cooperative study by an attorney or firm of attorneys having nationally recognized expertise in municipal finance, an independent consulting engineer, and an independent financial consultant as to the proper, advantageous and equitable operation and disposition of the assets of the Waterworks System.~~

~~—— If the Commission terminates acquisition and construction of all or any part of the Waterworks System pursuant to this Section, the obligations of each Charter Customer to make the payments required for Aggregate Costs under Section 6 of this Contract or required under subsection 6(d) of this Contract shall continue.~~

Section 12. Subsequent and Other Contracts.

(a) No Contract with Rate More Favorable. The Commission shall not supply Lake Water except pursuant to a written contract. No Subsequent Contract entered into after the Effective Date shall provide rates, charges or terms lower or more favorable to the Subsequent Customer than those provided in this Contract for Charter Contract Customers.

(b) Occasional Service Only Except to Contract Customers. Other than the providing of service to Charter Contract Customers, ~~the~~ the Commission shall not contract for a supply of Lake Water to any person except to a Subsequent Customer or for occasional water use. Occasional water use is being the use of Lake Water for not more than thirty (30) days during any two-year period.

(c) Subsequent Contract Terms. After the Effective Date, ~~the~~ the Commission shall not enter into a Subsequent Contract with any of the units of local government or private entities that are not a Contract Customer named in Section 24 hereof, unless such Subsequent Contract provides for an equitable and lawful differential rate or charge in the formula for Aggregate Costs which may take into account any pertinent factor and shall take into account each of the factors as follows: (i) the utility rate which would be chargeable by a regulated utility for the proposed service, (ii) replacement cost of the Waterworks System less depreciation and net outstanding Bonds, and (iii) the amount and time of payment of Fixed Costs which would have been payable by the proposed Customer had such Customer become a Charter Contract Customer, plus

interest on such costs from the time when they would have been paid, compounded semiannually, ~~at not less than ten percent (10%) per annum.~~

The differential may be satisfied by a lump sum payment or by surcharge for any term of years not longer than the then remaining term of this Contract. The differential shall inure to the benefit of the previous Contract Customers as their interests may appear (that is, those that have borne greater costs shall benefit proportionally greater) in such reasonable manner as the Commission may determine.

The ~~differential and the~~ allocation of the benefit so derived among prior Contract Customers shall be made by the Commission only after it has received and reviewed the recommendations of an independent consulting engineer, independent financial consultant and competent attorney, working together, who shall be selected by the Commission from a list of three (3) individuals or firms for each position by the CharterContract Customers.

For the purpose of making such list of three (3) individuals or firms, the Commission shall call a meeting of only the CharterContract Customers that are units of local government by giving notice to the CharterContract Customers as provided in this Contract not less than thirty (30) days prior to a proposed meeting date. The Commission shall convene the meeting, but thereupon the CharterContract Customers that are units of local government shall elect a presiding officer from among their number. Such meeting may be adjourned from time to time without notice. The majority of CharterContract Customers that are units of local government present and voting at said meeting shall be empowered to select such individuals or firms. The Commission shall keep the minutes of the meeting.

If the CharterContract Customers that are units of local government do not act at said meeting or within twenty-one (21) days thereof, the Commission shall proceed to select such persons or firms itself.

If the Commission shall impose the recommended differential, then the differential as imposed shall not be subject to any dispute or claim by any Contract Customer. This provision shall not require the Commission to follow such recommendations.

This entire subsection is qualified by the Commission's legal duty to serve within its territorial limits and to charge for such service fair and equitable rates which are not prohibitive. It is the intent of the Commission in entering into this provision of the Contract to recognize that the CharterContract Customers that are units of local government, solely, enable the Commission to proceed to construct the Waterworks System, that the units of local government hereinafter referred to need to be induced to become CharterContract Customers and that this provision is an express inducement, that by its essential design in accordance with good engineering practice, the Waterworks System must be built in many ways sufficient upon initial completion to

serve all of said units, but that only those units of local government who become CharterContract Customers will pay for such from the start of construction.

Section 13. Force Majeure. In case by reason of force majeure event any party hereto shall be rendered unable wholly or in part to carry out its obligation under this Contract, then if such party shall give notice and full particulars of such force majeure event in writing to the other parties within seven (7) days~~a reasonable time~~ after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure event shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term “force majeure” as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or tunnels, partial or entire failure of water supply, and inability on the part of the Commission to deliver Lake Water hereunder, or of ~~any~~ CharterContract Customer to receive Lake Water hereunder, on account of any other causes not reasonably within the control of the party claiming such inability. The settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirement that any “~~F~~force ~~M~~majeure” events shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlements is unfavorable to it in the judgment of the party having the difficulty. No force majeure event which renders any of the parties unable to perform under this Contract shall relieve a CharterContract Customer of its obligation to make payments to the Commission as required under Section 6.

Section 14. Commission Defaults. Failure by the Commission to deliver Lake Water to any CharterContract Customer as required by this Contract or failure of the Commission to perform any other obligation under this Contract and the continuation of that failure to perform for thirty (30) days after written notice from such CharterContract Customer to the Commission of such failure shall be a default of the Commission under this Contract, unless any such failure is excused pursuant to Section 13 of this Contract. If the Commission defaults under this Contract, the CharterContract Customer or CharterContract Customers affected may bring any action against the Commission, including an action for money damage or in equity and actions for mandamus and specific performance of the Commission’s obligations to the extent allowed by law. Election of any remedy shall not be a waiver of any other remedy.

Section 15. CharterContract Customer’s Obligation Unconditional. The CharterContract Customers shall have no right to terminate, cancel or rescind this Contract, no right to withhold from the Commission or the Trustee who is an assignee of the Commission pursuant to Section 17 of this Contract payments due or to become

due under this Contract, no right to recover from the Commission or such Trustee amounts previously paid under this Contract unless paid ~~in error or~~ contrary to the provisions of this Contract or law, no right of reduction or set-off against the amounts due or to become due under this Contract, to the Commission or such Trustee, and no lien on any amounts in any fund established by the Commission or such Trustee for any reason or on account of the existence or occurrence of any event, condition or contingency, whether foreseen or unforeseen or foreseeable or unforeseeable by the CharterContract Customers or the Commission or any other person; including by way of illustration, and not limitation, by reason of the fact that the Waterworks System in whole or in part is not completed, operable or operating; the output of the Waterworks System in whole or in part is suspended, interrupted, interfered with, reduced or curtailed; any party to the Chicago Water Supply Contract, ~~including the City of Chicago,~~ does not perform in whole or in part thereunder; the Water Allocation of any Customer is modified or terminated or any Customer does not perform in whole or in part under this Contract or any other agreement or instrument; it being the intent hereof that the CharterContract Customers shall be absolutely and unconditionally obligated to make all payments hereunder ~~excepting the single limitation set forth in the last sentence of Section 6(b).~~ The Commission ~~may~~will issue ~~its~~ Bonds in specific reliance on the limitations set forth in this Section with respect to the rights of the CharterContract Customers.

Section 16. Modification of this Contract or of the Chicago Water Supply Contract. Except for revisions and adjustments otherwise expressly provided for, neither this Contract nor the Chicago Water Supply Contract may be changed or modified unless the consent of the Commission and of three-fourths of the CharterContract Customers shall have been obtained. Such modification may be requested by any party, in which event a joint meeting of representatives of all governing bodies shall be called by the Commission and held not more than sixty (60) days after such request is made and not less than thirty (30) days before the giving of notice of such meeting. At the joint meeting, the requested changes or modifications shall be considered and discussed. No such change or modification may materially impair or adversely affect the ability or obligation of any CharterContract Customer under the Contract to make payments to the Commission at the times, in the amounts, and with the priority required in order for the Commission timely to meet its obligations under this Contract, the Chicago Water Supply Contract, other water purchase or sale contracts of the Commission and the Bond Ordinances/Resolutions, including without limitation the making of all deposits in various funds and accounts created under the Bond Ordinances/Resolutions; or materially impair or adversely affect the ability of the holders of the Bonds or the Trustee, under the Contract or Bond Ordinances/Resolutions, to enforce the terms of the Contract. No such change of modification which will affect the rights and interest of the holders of the Bonds shall be made without the written approval of an authorized representative of the holders of at least seventy percent (70%) of the outstanding Bonds and no such change or modification shall be effective which would cause a violation of any provisions of the Bond Ordinances/Resolutions or any ordinance authorizing bonds of any CharterContract Customer.

Section 17. Non-Assignability. Except to the extent hereinafter provided, no party shall assign or transfer this Contract or any rights or interests herein without the written consent of three-fourths of the [CharterContract](#) Customers and the Commission. The right to receive all payments which are required to be made by the [CharterContract](#) Customers to the Commission in accordance with the provisions of this Contract may be assigned by the Commission to any Trustee as provided in the Bond [Ordinances/Resolutions](#) to secure the payment of the principal of, premium, if any, and interest on the Bonds as those amounts come due, subject to the application of those payments as may be provided in the Bond [Ordinances/Resolutions](#). The [CharterContract](#) Customers will, upon notice of assignment to any such Trustee, make all payments directly to such Trustee. The rights of the Commission to enforce the provisions of this Contract may be assigned to such Trustee and, in such event, the Trustee will have the right to enforce this Contract at law or in equity with or without the further consent or participation of the Commission. The Commission may also retain the right to enforce this Contract.

Section 18. Cooperation in Construction of Commission Water Supply. The [CharterContract](#) Customers shall cooperate with the Commission in the construction and acquisition of the Waterworks System. Each [CharterContract](#) Customer shall grant without charge to the Commission any reasonable required construction easements and any easements necessary for portions of the Waterworks System to be located on such [CharterContract](#) Customer's property, provided the Commission agrees to restore the easement property in a reasonable manner after construction. Each [CharterContract](#) Customer shall grant the Commission access to its property to the extent reasonably necessary to construct and [maintain the Waterworks System](#)~~install the points of delivery and the appurtenant devices~~.

Section 19. Mutual Cooperation in Issuance of Obligations. Each [CharterContract](#) Customer shall cooperate with the Commission in the issuance of the Bonds, and the Commission shall cooperate with each [CharterContract](#) Customer in the issuance of the [CharterContract](#) Customer's general obligation bonds or revenue bonds of its Unit System. In such connection, each [CharterContract](#) Customer and the Commission will comply with all reasonable requests of each other and will, upon request, do as follows:

- (i) Make available general and financial information about itself [in accordance with GAAP](#);
- (ii) Consent to publication and distribution of its financial information~~;~~
- (iii) Certify that general and financial information about it is accurate, does not contain ~~and any~~ untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements in that information, in light of the circumstances under which they were made, not misleading~~;~~
- (iv) Make available certified copies of official proceedings~~;~~

(v) Provide reasonable certifications to be used in a transcript of closing documents; and

(vi) Provide and pay for reasonably requested opinions of counsel as to the validity of its actions taken with respect to and the binding effect of this Contract, title to its Unit System or the Waterworks System, as applicable, pending or threatened litigation which could materially affect its performance hereunder, and other reasonably related opinions.

Section 20. Regulatory Bodies. The parties through this Contract seek to exercise and maintain all sovereign rights granted to them under and through the Constitution and laws of the State of Illinois. This Contract shall be subject to all valid rules, regulations, and laws, applicable hereto passed or promulgated by the United States of America, the State of Illinois, or any governmental body or agency having lawful jurisdiction, or any authorized representative or agency or any of them; provided however, that this clause shall not be construed as waiving the right of either party to challenge the validity of such rule, regulation, or law on any basis, including the impairment of this Contract.

Section 21. Commission Cooperative Arrangements With Other Water Suppliers. Notwithstanding any of the provisions of this Contract, the Commission is not prohibited by this Contract from entering into cooperative arrangements with other suppliers of Lake Water to provide Lake Water to each other to meet their water needs, provided that these arrangements do not interfere, except in emergencies, with the delivery of Lake Water to the ~~Charter~~Contract Customers.

Section 22. Notices and Evidence of Actions. All notices or communications provided for herein shall be in writing and shall be delivered to the ~~Charter~~Contract Customers affected or the Commission either in person or by United States mail, via certified registered mail, return receipt requested, postage prepaid, addressed to the principal office thereof.

Any action hereunder to be taken by the Commission or any ~~Charter~~Contract Customer may be evidenced by copy of official proceedings (including pertinent minutes, motions, resolutions, or ordinances) duly certified by the Clerk of such ~~Charter~~Contract Customer or the Commission.

Section 23. Severability. Should any part, term, or provision of this Contract be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby.

Section 24. Effective Date and Term. ~~For purposes of this Section of the Contract, the following units of local government are included as potential Charter Customers and shall have the MGD value set forth for each in parentheses beside its name.~~

Unit of Local Government and MGD

Village of Addison	(4,980)	Village of Lombard	(4,634)
Village of Bensenville	(2,682)	City of Naperville	(9,624)
Village of Bloomingdale	(2,411)	Village of Oak Brook	(4,219)
Village of Carol Stream	(2,793)	City of Oakbrook Terrace	(0.663)
Village of Clarendon Hills	(0.749)	Village of Roselle	(2.072)
City of Darien	(1.480)	Village of Villa Park	(2.349)
Village of Downers Grove	(6.479)	City of West Chicago	(2.896)
The County of DuPage	(1.492)	Village of Westmont	(1.818)
City of Elmhurst	(6.021)	City of Wheaton	(5.909)
Village of Glendale Heights	(2.211)	Village of Willowbrook	(1.287)
Village of Glen Ellyn	(3.134)	Village of Winfield	(0.856)
Village of Hinsdale	(2.906)	City of Wood Dale	(1.200)
Village of Itasca	(0.700)	Village of Woodridge	(2.599)
Village of Lisle	(2.652)		

~~The Commission shall authorize and execute this Contract and offer it to the aforesaid units. The aforesaid units shall have until September 1, 1986 (the "Charter Date"), to authorize the execution of and execute a counterpart of this Contract as acceptance hereof and to file same with the Clerk of the Commission. This Contract will become effective on the date (the "Effective Date"), which must be on or before February 24, 2024 the Charter Date, upon which said units having an MGD value as listed which have in totalsum to an MGD value of 55 or more shall have executed and filed counterparts hereof. Said units may become Charter Customers by executing and filing counterparts hereof after the Effective Date but on or before the Charter Date. If on or before the Charter Date an insufficient number of said units shall have executed counterparts hereof so as to make this Contract effective, then this Contract shall be null and void and of no effect as to the Commission and all units having so executed and filed. If effective as hereinabove provided, __Tthis Contract may be executed in counterparts and shall be effective when all the parties have executed this Contract (the "Effective Date"). This Contract shall continue in force and effect until February 24, 20242064. The CharterContract Customers and the Commission agree to begin negotiation of a succeeding Water Purchase and Sale Contract not later than five (5) years prior to the end of the term of this Contract.~~

Section 25. Governing Law; Superseder. This Contract shall be construed exclusively under the applicable laws of the State of Illinois. All other contracts between the Commission and the CharterContract Customers are hereby superseded and shall be null and void.

Section 26. Venue. Any action brought to enforce the terms of this Contract shall be brought in the Eighteenth Judicial Circuit, DuPage County, Illinois.

Section 276. Execution in Counterparts. This Contract may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Any such counterpart may be signed by one or more of the parties hereto so long as each of the parties hereto has signed one or more of such counterparts.

IN WITNESS WHEREOF, the parties hereto have caused their respective corporate names to be subscribed hereto and their respective corporate seals to be hereto affixed and attested by their duly authorized officers, all on the date set opposite their respective corporate names.

SIGNATURE PAGES TO FOLLOW

~~VILLAGE OF ADDISON,~~
~~ILLINOIS~~

By ANTHONY RUSSOTTO
President

Date: 8/29/86

[SEAL]

Attest:

By PANOREA LEKKAS
Village Clerk

~~VILLAGE OF BENSENVILLE,~~
~~ILLINOIS~~

By JOHN C. GEILS
President

Date: 8/29/86

[SEAL]

Attest:

By ELVIRA L. JOHNSON
Village Clerk

~~VILLAGE OF BLOOMINGDALE,~~
~~ILLINOIS~~

By SAMUEL J. TENUTO
President

Date: 8/29/86

[SEAL]

Attest:

By MARIE E. TAYFEL
Village Clerk

VILLAGE OF CAROL STREAM,
ILLINOIS

By JANICE GERZEVSKE
President

Date: 7/22/86

[SEAL]

Attest:

By CLELA A. MONTGOMERY
Village Clerk

VILLAGE OF CLARENDON
HILLS, ILLINOIS

By ALAN I. HURD
President

Date: 8/4/86

[SEAL]

Attest:

By MARY A. ARNOLD
Village Clerk

CITY OF DARIEN,
ILLINOIS

By ERWIN A. SIROVY
Mayor

Date: 8/27/86

[SEAL]

Attest:

By GERTRUDE M. COIT
City Clerk

VILLAGE OF DOWNERS
GROVE, ILLINOIS

By BETTY M. CHEEVER
Mayor

Date: 8/18/86

[SEAL]

Attest:

By BARBARA WALDNER
Village Clerk

CITY OF ELMHURST,
ILLINOIS

By ROBERT J. QUINN
Mayor

Date: 8/18/86

[SEAL]

Attest:

By DOROTHY L. SCHMIDTKE
Deputy City Clerk

VILLAGE OF GLENDALE
HEIGHTS, ILLINOIS

By JERI SULLIVAN
President

Date: 8/28/86

[SEAL]

Attest:

By PAT ZAGNY
Village Clerk

VILLAGE OF GLEN ELLYN
ILLINOIS

By MICHAEL R. FORMENTO
President

Date: 8/25/86

[SEAL]

Attest:

By WILMA D. LINDE
Village Clerk

VILLAGE OF HINSDALE,
ILLINOIS

By RICHARD L. MILLER, JR.
President

Date: 8/26/86

[SEAL]

Attest:

By ELLEN B. MOONEY
Village Clerk

VILLAGE OF ITASCA, ILLINOIS

By SHIRLEY H. KETTER
President

Date: 8/26/86

[SEAL]

Attest:

By EDWINA SKORA
Village Clerk

VILLAGE OF LISLE, ILLINOIS

By GEORGE A. VARNEY

President

Date: 8/11/86

[SEAL]

Attest:

By MARJORIE M. CONNELLY

Village Clerk

JOSEPHINE A. HIRSMAN

Deputy Clerk

VILLAGE OF LOMBARD,

ILLINOIS

By RICHARD ARNOLD

President

Date: 8/21/86

[SEAL]

Attest:

By LORRAINE G. GERHARDT

Village Clerk

VILLAGE OF NAPERVILLE,

ILLINOIS

By MARGARET P. PRICE

Mayor

Date: 8/5/86

[SEAL]

Attest:

By SUZANNE L. HOLT

City Clerk

VILLAGE OF OAK BROOK,

ILLINOIS

By WENCE F. CERNE

President

Date: 8/12/86

[SEAL]

Attest:

By MARIANNE LAKOSIL

Village Clerk

CITY OF OAKBROOK

TERRACE, ILLINOIS

By RICHARD F. SARALLO

Mayor

Date: 8/27/86

[SEAL]

Attest:

By ROBERTA GRENINGER

City Clerk

VILLAGE OF ROSELLE,

ILLINOIS

By SANDRA J. BIRDSALL

President

Date: 7/7/86

[SEAL]

Attest:

By HARRIET M. WARD

Village Clerk

VILLAGE OF VILLA PARK,

ILLINOIS

By PAUL W. HYDE

President Pro Tem

Date: 8/26/86

[SEAL]

Attest:

By M. CAROL REEDY
Village Clerk

VILLAGE OF WESTMONT,
ILLINOIS

By FRANK H. BELLERIVE
Mayor

Date: 8/28/86

[SEAL]

Attest:

By ELMER FRIES
Village Clerk

CITY OF WHEATON,
ILLINOIS

By ROBERT J. MARTIN
Mayor

Date: 8/25/86

[SEAL]

Attest:

By LILLIAN JOHNSON
City Clerk

VILLAGE OF WILLOWBROOK,
ILLINOIS

By EUGENE NOOSE
President

Date: 8/25/86

[SEAL]

Attest:

By DARLENE WILSON
Deputy Village Clerk

CITY OF WOOD DALE,
ILLINOIS

By JERRY C. GREER
Mayor

Date: 8/25/86

[SEAL]

Attest:

By GERALDINE JACOBS
City Clerk

VILLAGE OF WOODRIDGE,
ILLINOIS

By WILLIAM F. MURPHY, JR.
Mayor

Date: 8/28/86

[SEAL]

Attest:

By DOROTHY M. STAHL
Village Clerk

DuPAGE WATER COMMISSION

By GEORGE CONGREVE
Chairman

Date: 8/29/86

[SEAL]

Attest:

By PETER W. ERNST
Clerk



DuPage Water Commission

30

YEARS OF SERVICE

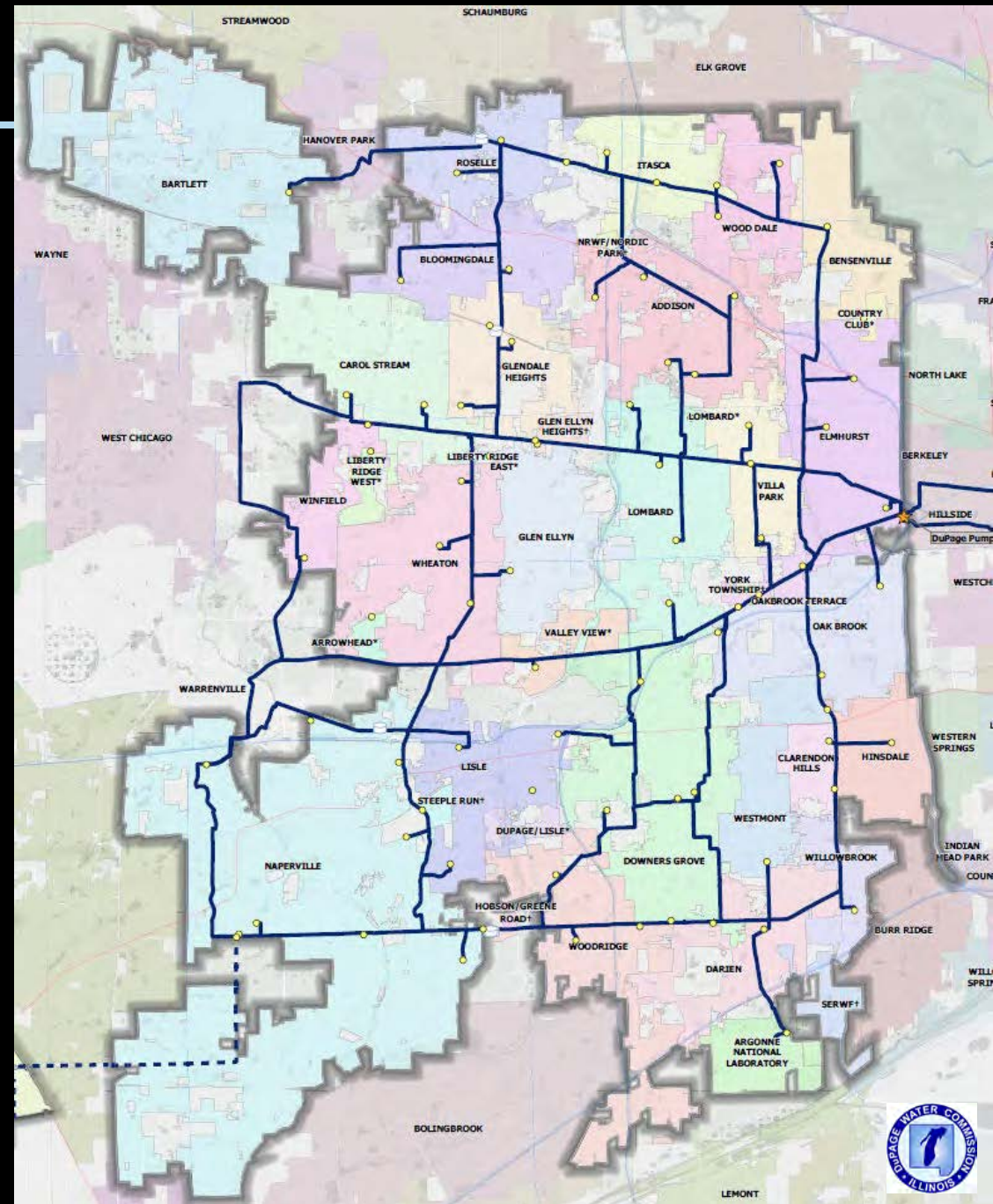
Pure. Essential. Stewardship.

DWC / Customer Contract Joint Meeting #1

September 28, 2023

DWC / Customer Contract:

- ❖ **28 governing bodies / municipalities**
 - Including emergency connection to Schaumburg
- ❖ **2 public (non-governmental) corporations**
 - Illinois American Water
 - Aqua Illinois
- ❖ **1 Federal Institution (Argonne Lab)**
- ❖ **6+ “Wheeling” agreements**
- ❖ **DWC System:**
 - 84 delivery points
 - 284 delivery meters
 - 75 MGD average daily demand
 - Nearly 1 Trillion Gallons since 1994
- ❖ **ONE CONTRACT**



DWC / Customer Contract:

❖ Customer Steering Group

- ❖ Included participants from **8 governing bodies**
- ❖ Group met many times over several years
- ❖ Collaboration relative to contract terms and process

❖ Document Legal Review

- ❖ DWC Legal Counsel
- ❖ DuPage County States Attorney
- ❖ City of Naperville Legal Department

❖ Recommended for approval by all parties



Summary of Contract Terms & Modifications

- ❖ Attempted to retain as much **continuity** as possible
- ❖ **40-year term** ending February 24, 2064
- ❖ All formerly “Charter” and “Subsequent” customers become “**Contract Customers**”
- ❖ All customers that join after the execution date become “**Subsequent Customers**”
- ❖ Revision of source water language from “Chicago Water” to “**Lake Michigan Water**”
- ❖ Removal of “**Minimum Volume**” requirement throughout
- ❖ **Special Vote Requirements** retained [Procedural Rule, Section 7]
 - **1/3** of County Representative affirmative (3 votes)
 - **40%** of Municipal Representatives affirmative (3 votes)
- ❖ Language added relative to private resale limitations, 5% (Section 11)
 - Clarifying language to retain DWC tax-advantaged bond issuance status
- ❖ Removal of language relative to **original construction**:
 - Section 6b / partial (Fixed Costs)
 - Section 7c (Taxes)
 - Section 7k (G.O. Bonds)
 - Section 7m (Sales Taxes & Rebates, incomplete construction)
 - Section 8a (Waterworks Construction)
 - Section 11 (Abandonment)



DWC / Customer Contract:



Critical Contract Dates:

- ❖ Joint Meeting #1: 9/28/2023
- ❖ **Target municipal approval Q3/Q4, 2023**
- ❖ Target DWC approval Q4 2023 (December 21, 2023)
 - ❖ Fall-back date: January 18, 2024
- ❖ Wheeling agreements approval by end-of-calendar year 2023
 - ❖ DWC approval: January 18, 2024
 - ❖ DWC fall-back date: February 15, 2024
- ❖ **Termination date for current contract: February 24, 2024**

REQUEST FOR BOARD ACTION

Department Name

AGENDA SECTION: First Reading – ACA

SUBJECT: DuPage Water Commission Ordinance – Water Supply Contract Extension

MEETING DATE: November 21, 2023

FROM: Kathleen A. Gargano, Village Manager
Carrie Dittman, Assistant Village Manager / Director of Finance
George Peluso, Director of Public Services

Recommended Motion

Approve an Ordinance approving an extension of the water supply contract between the DuPage Water Commission and the City of Chicago.

Background

The Village of Hinsdale, along with 27 other municipalities, is a Contract Customer of the DuPage Water Commission (DWC). The Village purchases water from the DWC. The City of Chicago supplies Lake Michigan water to the DWC. This water purchase and sale arrangement is governed by two contracts; a contract between the DWC and the City of Chicago and a DWC water customer contract with municipalities. Both existing contracts will expire in 2024. The Village of Hinsdale and all other municipal water customers of the DWC are required to adopt an Ordinance executing a new Water Purchase and Sale Contract between DuPage Water Commission and Contract Customers and an Ordinance authorizing the DWC to extend the existing contract between the DWC and the City of Chicago.

Discussion & Recommendation

In 1984 the DWC entered into a Water Supply Contract Between the DWC and the City of Chicago (the “Water Supply Contract”) for the Commission to purchase Lake Michigan water from the City of Chicago to provide to the Commission’s Contract Customers. The Water Supply Contract expires on March 19, 2024. Though the DWC has pursued contract negotiations with the City of Chicago for several years, to date a new contract has not been successfully negotiated. The DWC will be seeking a contract extension of 15 to 20 years. The City of Joliet has recently executed a contract with Chicago that enables a new rate structure based on the American Water Works Association cost-of-service model. This would result in a significant discount from the base rate currently charged to DWC and all other consumers. DWC negotiations with the City will include the position that the cost-of-service approach should be applied to DWC water purchases. DWC can unilaterally extend the Chicago contract under the current terms for a period of no less than 10 years and no more than 40 years. The DWC recently approved a Resolution authorizing their Executive Director to extend the existing contract by 15 to 20 years. During this extension period the DWC will explore and pursue an alternative source water project. Negotiations with the City of Chicago may also take place before and during this extension period.



REQUEST FOR BOARD ACTION

Budget Impact

N/A

Village Board and/or Committee Action

N/A

Documents Attached

1. Ordinance
2. DWC Chicago Contract Presentation

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING AN EXTENSION OF THE WATER SUPPLY
CONTRACT BETWEEN THE DUPAGE WATER COMMISSION AND THE CITY OF
CHICAGO**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize units of local government to exercise any power or powers, privileges or authority which may be exercised by the unit of local government individually to be exercised and enjoyed jointly with any other local government or body in the State; and

WHEREAS, in 1984, the DuPage Water Commission (the “Commission”) entered into a Water Supply Contract Between the DuPage Water Commission and the City of Chicago (the “Water Supply Contract”) for the Commission to purchase Lake Michigan water from the City of Chicago (the “City”) to provide to the Commission’s customers; and

WHEREAS, the Village of Hinsdale is a customer of the Commission and purchases Lake Michigan water from the Commission; and

WHEREAS, the Water Supply Contract expires on March 19, 2024; and

WHEREAS, the Water Supply Contract grants the Commission the option to unilaterally extend the Water Supply Contract on the same terms and conditions for a period not less than ten (10) years nor more than forty (40) years; and

WHEREAS, the Commission has commenced negotiations with the City on a new water supply contract, but the Commission does not believe that a new water supply contract will be executed before the current Water Supply Contract expires; and

WHEREAS, pursuant to Section 16 of the Water Purchase and Sale Contract Between the DuPage Water Commission and Charter Customers, the Commission held a public meeting of its customers on October 31, 2023 to present the status of negotiations and current proposed terms and conditions regarding a new water supply contract with the City; and

WHEREAS, the Commission has deemed it to be in the interest of the Commission and its customers to exercise its option to extend the Water Supply Contract under its current terms and conditions for a period not less than 15 years and not more than 20 years; and

WHEREAS, the Hinsdale Board of Trustees deems it to be in the best interests of the Village and its residents to approve and consent to an extension of the Water Supply Contract for a period not less than 15 years and not more than 20 years.

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

SECTION 1: Recitals. The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION 2: Approval of Extension. The Board of Trustees of the Village of Hinsdale hereby approves and consents to the Commission's extending the Water Supply Contract for a period not less than 15 years and not more than 20 years, without further action by the Village.

SECTION 3: Transmission to the Commission. The Village Clerk is hereby authorized and directed to provide a copy of this Ordinance to the Commission immediately after its approval.

SECTION 4: Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval, and publication in the manner required by law.

PASSED this _____ day of _____ 2023.

AYES: _____

NAYS: _____

ABSENT: _____

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

Thomas K. Cauley, Jr., Village President

ATTEST:

Emily Tompkins, Village Clerk

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

CLERK'S CERTIFICATE

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

ORDINANCE NO. _____

**AN ORDINANCE APPROVING AN EXTENSION OF THE WATER SUPPLY
CONTRACT BETWEEN THE DUPAGE WATER COMMISSION AND THE CITY OF
CHICAGO**

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

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

Village Clerk

[SEAL]



DuPage Water Commission

30

YEARS OF SERVICE

Pure. Essential. Stewardship.

DWC / Customer Contract Joint Meeting #2

October 31, 2023

Chicago Negotiation Status:

❖ Chicago Contract

- ❖ Contract expiration 3/19/2024
- ❖ DWC Negotiation Positions:
 - ❖ Cost-of-Service rate parity with Joliet Contract
 - ❖ Commitment to benchmark COS rate
 - ❖ Improved operations control of Lexington Pump Station
- ❖ DWC can unilaterally extend contract under existing terms
 - ❖ Retain “Favored Nations” status



❖ Lexington Pumping Station

- ❖ Draft condition assessment received, **\$16M of repairs/work needed**
- ❖ Proposed Chicago contract is **less favorable** than previous

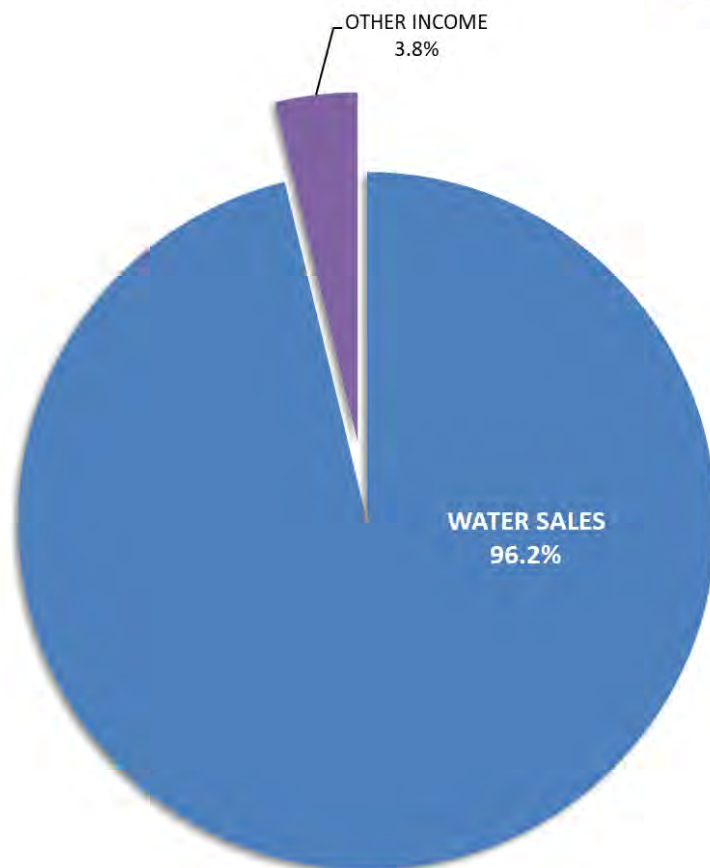
❖ Cost-of-Service Rate Model

- ❖ Initial calculations indicate DWC rate should be about ½ of current rate.
- ❖ Chicago **HAS** committed to implement COS in 2030; however
- ❖ Chicago has **NOT** committed to COS estimate previously provided

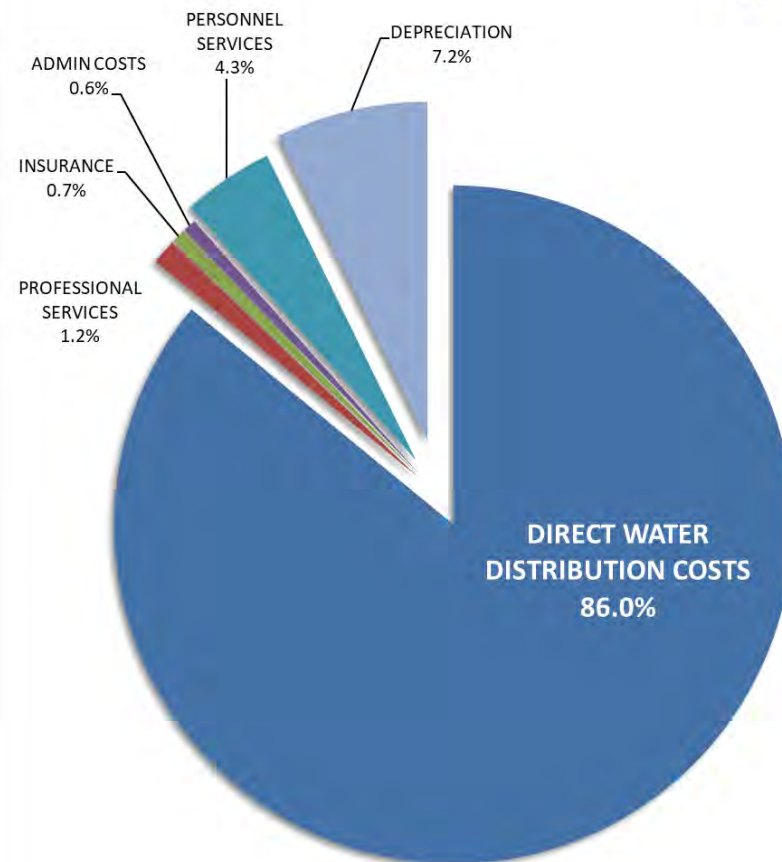


2023/2024 REVENUES & EXPENSES

DuPage Water Commission
2023-2024 Budget Projection
Revenues: \$141,232,629



DuPage Water Commission
2023-2024 Budget Projection
Expenses \$148,095,669



Chicago's WATER COMMODITY COST: water rate INCREASE for 2023

Effective Date	Percent Increase	Water Rate per 1,000 Cubic Feet	Approximate Water Cost per 1,000 Gallons
6/1/2023	5.00%	\$33.95	\$4.55
6/1/2022	5.00%	\$32.33	\$4.33
6/1/2021	1.10%	\$30.79	\$4.13
6/1/2020	2.45%	\$30.46	\$4.08
6/1/2019	0.82%	\$29.73	\$3.98
6/1/2018	1.54%	\$29.49	\$3.95
6/1/2017	1.83%	\$29.04	\$3.88
1/1/2016	0%	\$28.52	\$3.81
1/1/2015	15%	\$28.52	\$3.81
1/1/2014	15%	\$24.80	\$3.31
1/1/2013	15%	\$21.56	\$2.88
1/1/2012	25%	\$18.75	\$2.51



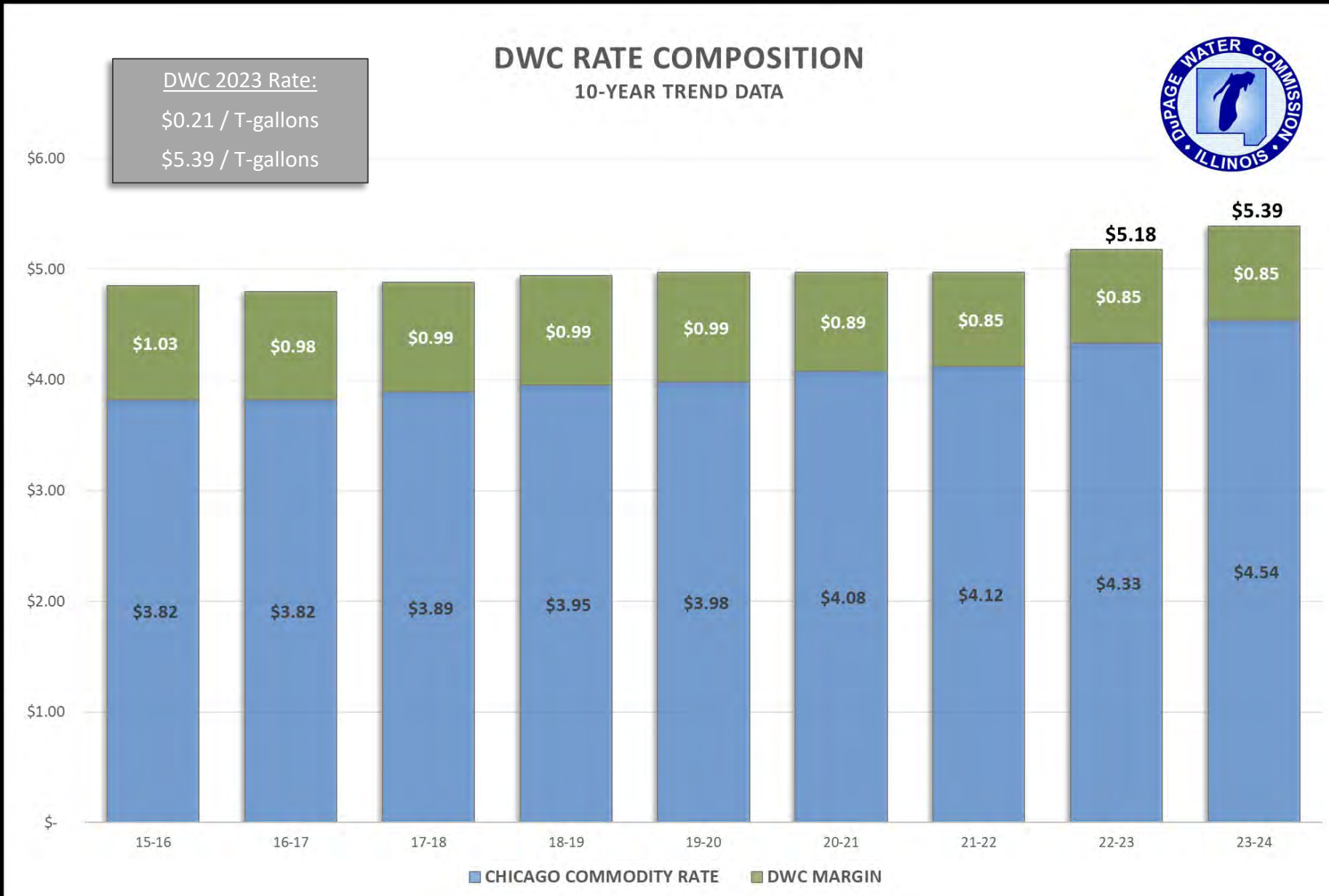
2023 Chicago water
commodity rate increase:

5%

\$0.21 / T-gallons

\$4.54 / T-gallons

DuPage Water Commission 2023-24 rate

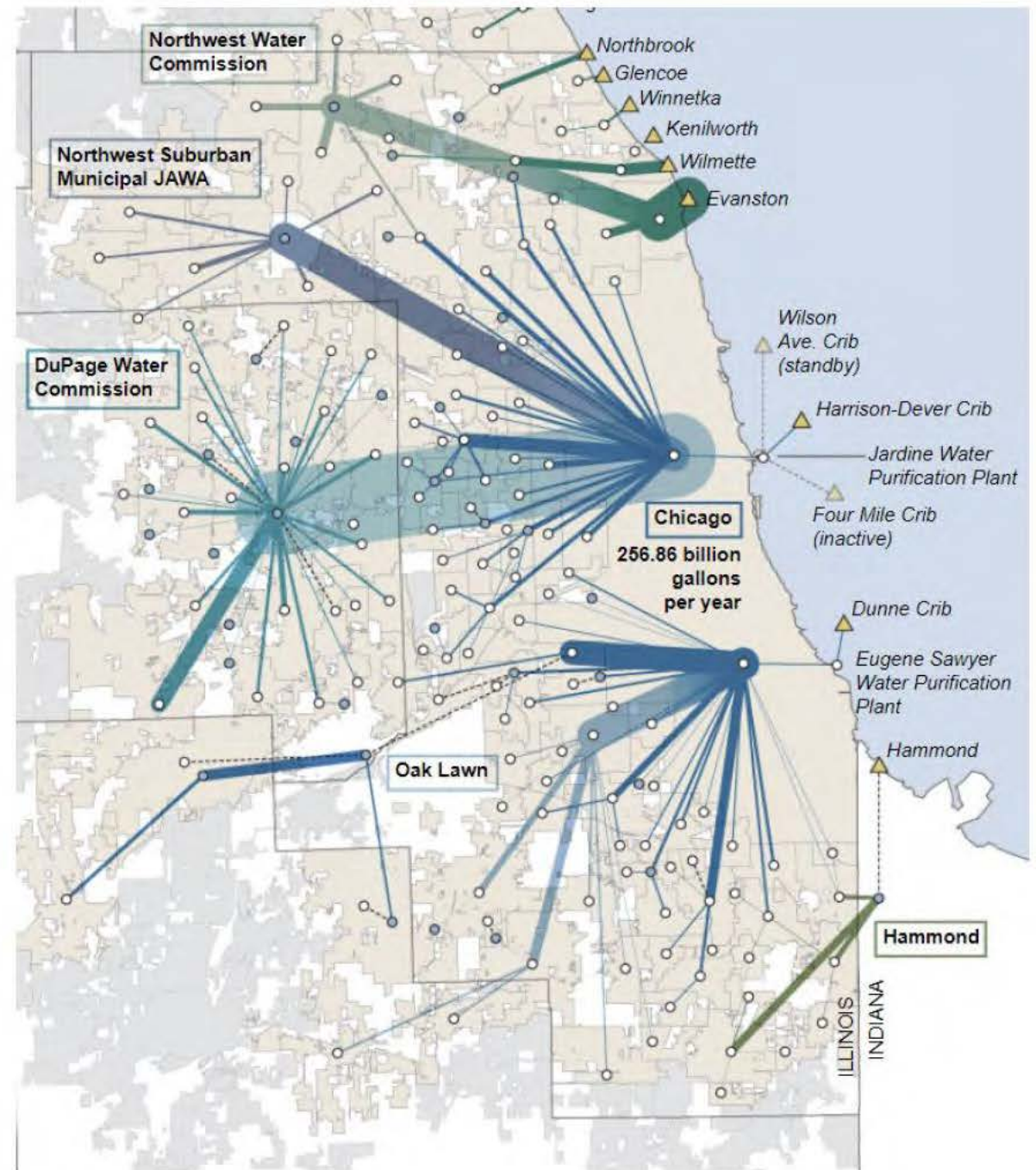


Alternative Source Water Project:

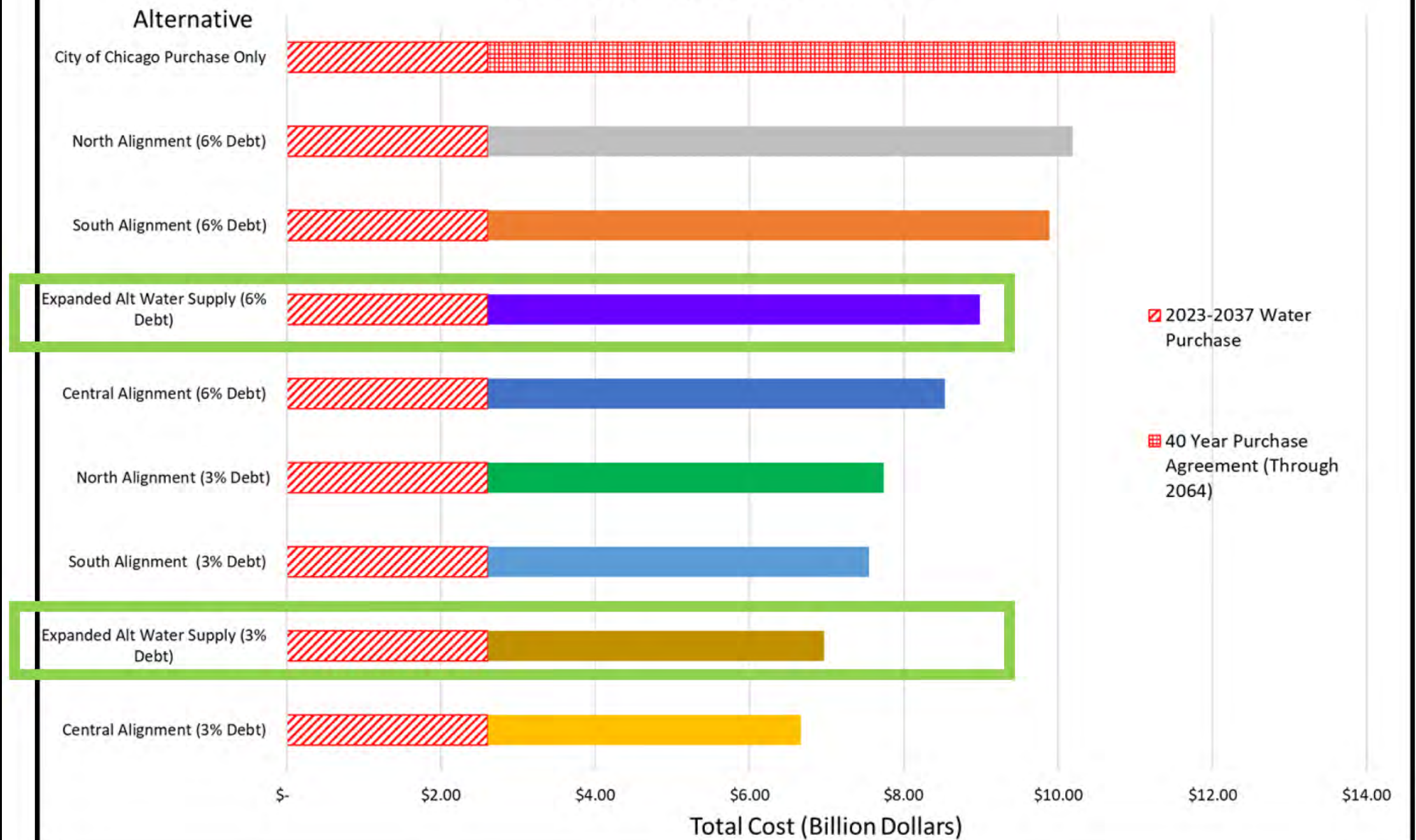
- ❖ DWC expects to expend **over \$10B** during a 40-year contract with Chicago
- ❖ An alternative source water study was prepared to evaluate alternatives:
 - ❖ Study commenced in 2022
 - ❖ Initial presentation to DWC Board in April 2023
 - ❖ Study evaluated 3 routes
 - ❖ All 3 routes were **technically feasible and financially viable**
 - ❖ **“North” route appears most favorable** because of potential for engaging partner agencies
- ❖ DWC commenced regular meetings with **NSMJAWA & NWC**
- ❖ “North” alignment feasibility update received from Carollo
- ❖ **Financial validation & strategy** report completed by Raftelis, Inc.
- ❖ **Engineering validation** study underway by Burns & McDonnell



- DuPage Water Commission (Chicago)
 - » Additional Chicago customers along existing transmission mains
- Northwest Suburban Municipal Joint Action Water Agency (Chicago)
- Northwest Water Commission (Evanston)



Total DPWC Expenditure 2023-2064



Other Considerations:

❖ Cost-of-Service rate

- ❖ Chicago has committed to implementing COS in 2030
- ❖ COS rate not benchmarked and currently uncertain
- ❖ Chicago is undertaking system-wide condition assessment
- ❖ Joliet has COS in contract, but construction project just beginning
 - ❖ DWC can retain favored-nations clause

❖ Chicago negotiations / future

- ❖ New Chicago Administration in place, but conflicting priorities

❖ Project Considerations

- ❖ NSMJAWA and NWC are receiving presentation this month (November)
- ❖ Governance structure
- ❖ Engineering validation continues (cost/schedule)
- ❖ Project approach continues to develop (design-build, property acquisition, etc)
- ❖ Interest rate environment is currently volatile/unpredictable



Chicago Contract Recommendation:

❖ **DWC Board recommends extending existing contract 15-20 years**

- ❖ **Retain favored nations protection**
- ❖ Provide time for completion of Chicago's condition assessment
- ❖ Provide time for advancement of regional Source Water Project
 - ❖ Consultants to identify most likely construction schedule
- ❖ Negotiations to continue with Chicago in good faith, pursuing
 - ❖ Cost-of-Service rate parity with Joliet Contract
 - ❖ Commitment to benchmark COS rate
 - ❖ Improved operations control of Lexington Pump Station



Municipal Legislative Activities:

❖ Municipal approval of **[DWC/Customer Contract]**

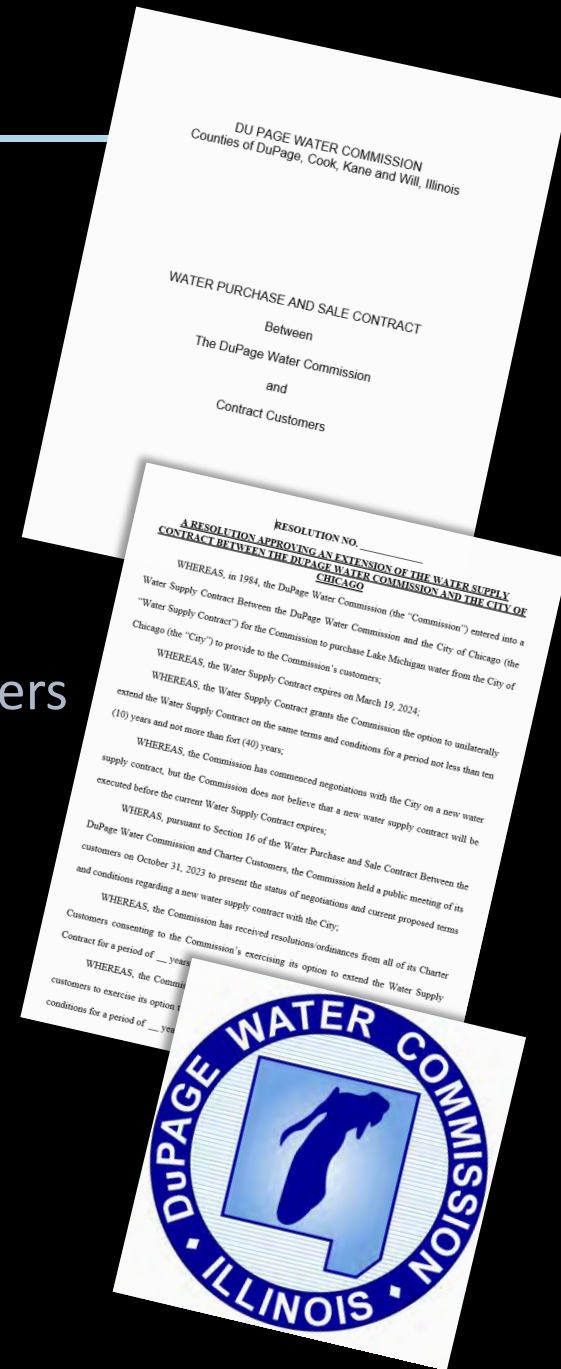
- ❖ Water Supply contracts to be approved by municipal boards
- ❖ Wheeling contracts to be approved by municipal boards and vendor
- ❖ Original signed documents and (resolution/ordinance) provided to DWC
 - ❖ Completion of all municipal activities by **end of calendar year, 2023**

❖ Municipal concurrence resolution **[Chicago Contract]**

- ❖ Section 16 of customer contract requires concurrence from $\frac{3}{4}$ of customers
- ❖ Municipal Boards to approve resolution documenting concurrence
- ❖ Original signed documents and (resolution/ordinance) provided to DWC
 - ❖ Completion of all municipal activities by **end of calendar year, 2023**

❖ DWC Board of Commissioners

- ❖ **January 18, 2024:** Approval of DWC/Customer Contract
 - ❖ DWC to circulate assembled signature documents following approval
- ❖ **February 15, 2024:** Chicago contract extension term determination
- ❖ Notice of extension provided to Chicago prior to **March 19, 2024**



DWC / Customer Contract:

DWC Water Contracts Sequencing Matrix:

<u>Date</u>	<u>Action</u>	<u>Responsible Party</u>
9/28/2023	DWC/Customer Contract [Joint Meeting #1]	DWC / Municipalities
10/19/2023*	Alternative Source Water Presentation	DWC / Consultants
10/31/2023	DWC/Chicago Contract [Joint Meeting#2]	DWC / Municipalities
9/28/23 – 12/31/23	Municipal Board Customer contract approval	Municipalities
11/1/23 – 12/31/23	Municipal Board Chicago contract consent	Municipalities
1/1 – 1/18/2023	Customer contract municipal signatures	DWC/Municipalities
1/18/2024*	DWC Board - Customer contract approval	DWC
2/15/2024*	DWC Board - Chicago contract action	DWC

* *DWC Board meeting*

**REQUEST FOR BOARD ACTION**

Administration

AGENDA SECTION: First Reading - ACA

SUBJECT: Liquor License – Altamura Pizza Inc.

MEETING DATE: November 21, 2023

FROM: Emily Tompkins, Village Clerk

Recommended Motion

Approve an Ordinance Approving the issuance of a Class "A2" and a Class "A4" Liquor License for Altamura Pizza Inc. at 9 W. First Street.

Background

The Village received a liquor license application from Altamura Pizza Inc., 9 W. First Street, which is owned by Stephen and Carmela St. John and managed by Clare M. Sullivan and Nicholas Schroeder.

The applicant is applying for a Class A2 –License For Packaged Sale of Alcoholic Liquors and a Class A4 – Supplemental License For Consumption On The Premises.

Altamura Pizza Inc. has been in business since 2017. Originally only a take and bake pizza restaurant, the business now bakes the pizzas for customers and has an outdoor dining area and interior table and counter. The proposed liquor plan is to offer packaged wine, beer and cordials such as limoncello to go, and to offer single servings of wine, beer or seasonal cocktails to dine in patrons.

Discussion & Recommendation

As a result of this approval, the following changes are noted below:

License Class	Current #	Inc./Dec.	Final
A2 – License For Packaged Sale of Alcoholic Liquors	2	+1	3
A4 - Supplemental License For Consumption On The Premises	0	+1	1

Per Section 3-3-13 of the liquor code, licenses are automatically reduced when a business ceases to operate. In accordance with the provisions of Chapter 3-3-13, new licenses may issue only after creation by the Board of Trustees. An up-to-date schedule of the number of licenses in each particular license class is maintained by the Village Clerk. Please note that Altamura Pizza, Inc. is applying for a retail liquor license because its zoning classification is retail and its primary business model is retail.



REQUEST FOR BOARD ACTION

The Police Department has investigated the applicants and designated managers and found no concerns and recommends approval. The applicants are aware that issuance of the liquor license is contingent upon receiving all necessary documents required as part of the liquor license application. If the Village Board approves the additional A2 and A4 licenses as outlined above, the Liquor Commissioner intends to issue the licenses to the owners of Altamura Pizza Inc.

Budget Impact

N/A

Village Board and/or Committee Action

N/A

Documents Attached

1. Ordinance
2. Application

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE ISSUANCE OF A CLASS "A2" AND A CLASS "A4" LIQUOR LICENSE FOR ALTAMURA PIZZA INC. IN THE VILLAGE OF HINSDALE, DUPAGE AND COOK COUNTIES, ILLINOIS (9 W. FIRST STREET)

WHEREAS, the Liquor Control Act of 1934 (235 ILCS 5/1-1 *et seq.*) (the "Act") grants to the Village of Hinsdale the power, by general ordinance or resolution, to determine, among other things, the number, kind and classification of licenses for sale at retail of alcoholic liquor not inconsistent with the Act, the amount of local licensee fees to be paid for licenses issued, and to establish such further regulations and restrictions upon the issuance of and operations under local licenses not inconsistent with law as the public good and convenience may require; and

WHEREAS, Altamura Pizza Inc., has applied for a Class "A2" (License For Packaged Sale of Alcoholic Liquors) Liquor License and a Class "A4" (Supplemental License For Consumption On The Premises) Liquor License for property located at 9 W. First Street, Hinsdale, Illinois; and

WHEREAS, the Board of Trustees of the Village of Hinsdale find that the Applicant has submitted a complete application for a Class "A2" (License For Packaged Sale of Alcoholic Liquors) Liquor License and a Class "A4" (Supplemental License For Consumption On The Premises) Liquor License, is in good standing with the Village and the Local Liquor Control Commissioner in regard to holding a Class "A2" (License For Packaged Sale of Alcoholic Liquors) Liquor License and a Class "A4" (Supplemental License For Consumption On The Premises) Liquor License and operating a business within the Village, and is eligible to hold and receive a Class "A2" (License For Packaged Sale of Alcoholic Liquors) Liquor License and a Class "A4" (Supplemental License For Consumption On The Premises) Liquor License.

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

SECTION 1: Each Whereas paragraph set forth above is incorporated by reference into this Section 1.

SECTION 2: Pursuant to Title 3 (Business and License Regulations), Chapter 3 (Liquor Control), Section 3-3-13 of the Village Code of Hinsdale, the Board of Trustees of the Village of Hinsdale authorize the number of "A2" (License For

Packaged Sale of Alcoholic Liquors) Liquor Licenses issued in the Village of Hinsdale to increase by one (1) and the number of Class "A4" (Supplemental License For Consumption On The Premises) Liquor Licenses issued in the Village of Hinsdale to increase by one (1). This change to the overall number of Class "A2" (License For Packaged Sale of Alcoholic Liquors) Liquor Licenses and Class "A4" (Supplemental License For Consumption On The Premises) Liquor Licenses reflect the issuance of a Class "A2" and Class "A4" Liquor License to Altamura Pizza Inc., Hinsdale, Illinois.

SECTION 3: The Local Liquor Control Commissioner is authorized to issue a Class "A2" (License For Packaged Sale of Alcoholic Liquors) and a Class "A4" (Supplemental License For Consumption On The Premises) Liquor License to Altamura Pizza Inc., Hinsdale, Illinois subject to compliance by the Licensee with the following conditions:

A. Ongoing compliance with all of the applicable provisions of Chapter 3 (Liquor Control) of the Village Code of Hinsdale, as amended, including but not limited to, all hours of operation and all other requirements for obtaining and maintaining a Class "A2" (License For Packaged Sale of Alcoholic Liquors) and a Class "A4" (Supplemental License For Consumption On The Premises) Liquor License as set forth in Section 3-3-11 (Classification of Local Liquor Licenses) of the Village Code of Hinsdale and proof of compliance with requirements for BASSET Training pursuant to Section 3-3-37 (General) of the Village Code of Hinsdale, where applicable.

B. Ongoing compliance with all the other applicable provisions of federal, state, county and local laws and regulations, including but not limited to the Village Code of Hinsdale, as amended, in the operation and maintenance of the licensed establishment on the above-listed property, including but not limited to the Fire Prevention Code, the Plumbing Code, the Building Code, the Property Maintenance Code, the Illinois Accessibility Code and the Zoning Code.

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

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

Thomas K. Cauley, Jr., Village President

ATTEST:

Emily Tompkins, Village Clerk

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

CLERK'S CERTIFICATE

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

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE ISSUANCE OF A CLASS "A2" AND A CLASS "A4" LIQUOR LICENSE FOR ALTAMURA PIZZA INC. IN THE VILLAGE OF HINSDALE, DUPAGE AND COOK COUNTIES, ILLINOIS (9 W. FIRST STREET)

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

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

AYES: _____
NAYS: _____
ABSENT: _____

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

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

Village Clerk

[SEAL]



Liquor Control Commissioner
19 E. Chicago Avenue, Hinsdale, IL 60521

**APPLICATION FOR VILLAGE OF HINSDALE
LOCAL LIQUOR LICENSE***

***This application requests information required under Chapter 3, Title 3, Liquor Control, Hinsdale Village Code, as amended. Failure to provide any applicable information will result in the automatic denial of a license. The acceptance of the fee herein does not constitute approval by the Village of Hinsdale of the application for a liquor license. The Hinsdale Liquor Control Code strictly limits the types of liquor licenses, who may qualify for a license, the premises that may be licensed, and the uses, events, and activities that may be conducted in conjunction with a license. The Hinsdale Zoning Code also regulates the uses, events, and activities that may be conducted within licensed premises. Each applicant is responsible for reviewing and complying with all applicable regulations. Local liquor licenses allow the licensee to sell, offer for sale, or dispense alcoholic liquor only at the premises specified on the license. Please direct any questions to the Village Clerk at 630.789.7011 or clerk@villageofhinsdale.org.**

FOR OFFICE USE ONLY

Date Received: 8-10-23

Disposition: ☐ Granted ☐ Denied Date: _____

DOCUMENTS ON FILE:

☐ State Liquor License ☒ Certificate of Insurance ☒ Surety Bond
☒ BASSETT Training ☒ Background Check ☒ Fingerprinting

PAYMENT INFORMATION: Check # _____ Check Amount \$ _____

PART A- LICENSE CLASSES* & FEES: <i>Check all that apply</i>

	Class	Description	Annual Fee(s)	
☒		Initial Application*	\$500	<i>*First-time applicants only</i>
	A	Packaged Sales		
☐	A1	Beer/Wine	\$2,500	
☒	A2	Liquor/Beer/Wine	\$3,000	
☐	A3	Boutique	\$1,250	
☒	A4	Consumption	\$500**	
	B	Restaurant		
☐	B1	Beer/Wine	\$2,000	
☐	B2	Liquor/Beer/Wine	\$3,000*	
☐	B3	B.Y.O.B.	\$1,000**	
☐	B4	Packaged Sales	\$500**	
☐	B5	Liquor/Beer/Wine	\$2,500*	
☐	C	Personal Services	\$750	
	D	Special Events		
☐	D1	Annual	\$750	
☐	D2	Single/One-Time	\$100	

Total Paid: **\$ 4,000**

*A full description of each license classification can be found on the Village website. www.villageofhinsdale.org Please navigate to the Village code to find this information.

Note: B2 Restaurant license authorizes evening service, B5 Restaurant license authorizes morning service. Check the Village code for exact hours service is permitted.

**** B.Y.O.B. and Packaged Sales are add-ons to the basic license class and require case by case approval of the Village Board of Trustees.**

PART B- BUSINESS INFORMATION: *To be completed by all applicants*

The applicant certifies to the Village of Hinsdale that the following facts are true and correct:

1. Stephen St John
Name of Applicant
2. Altamura Pizza Inc
Legal Name of Business (*This is the name that will appear on your local license, and must be the same as is used to make license application to the State of Illinois.*)
3. 9 W 1st Street Hinsdale, Illinois 60521
Business Address (the "Subject Premises")
4. Business Telephone # 630-755-5252 Business Fax: _____
E-mail Address: ntpatlanta@aol.com
Business Website: altamurapizza.com
5. Pizza restaurant & Italian specialties November 9, 2017
Type of Business Date Business Commenced

Hours of Business Operation:

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1pm-6pm	closed	2pm-7pm	2pm-7pm	2pm-7pm	2pm-8pm	2pm-7pm

6. 5 # of years applicant has been in the type of business referenced in # 5 above.
7. Provide percentage of gross annual sales attributable to the sale of alcoholic liquor at the Subject Premises (estimated): \$ 8,000
8. _____ Own the Subject Premises; or ☒ Lease Subject Premises

Term of Lease: 10/14/2020 to 10/14/2029

The Amelia Cesarini Family Trust & The Cesarini Family Trust 630-325-3090
Name of Lessor Telephone Number of Lessor

54 S. Washington Street, Suite 4 Hinsdale, IL 60521
Address of Lessor (including City/State/Zip)

PART C - SPECIAL EVENT LICENSE: *To be completed by Class D2 Special Event applicants only*

The applicant certifies to the Village of Hinsdale that the following facts are true and correct:

1. _____
Name of Event, as it should appear on License
2. _____
Provide a brief description of the special event

3. Date of Event: _____
Start Time: _____ Finish Time: _____
4. Approximate number of persons in attendance: _____
5. _____ Hinsdale, Illinois 60521
Event Location – Address
6. Provide name and phone number for two persons available during event:
Contact #1: _____
Name Phone Number
Contact #2: _____
Name Phone Number

PART D - SOLE PROPRIETORSHIP: *The following information must be supplied by the individual business owner*

1. Name: _____

2. Address: _____

City, State, Zip: _____

Telephone #: _____

E-mail address: _____

3. Date and Place of Birth: _____

4. Are you a citizen of the United States? _____ Yes _____ No

If you are a naturalized citizen, state the date, place, and court of naturalization:

5. Driver's License Number: _____

6. Social Security Number: _____

PART E - PARTNERSHIP: *The following information must be supplied by all persons entitled to share in the partnership profits. (Attach a separate sheet for each additional person if more than two partners exist.)*

Person 1

1. _____
Name
2. _____
Address

City, State, Zip
3. _____
Telephone Number
4. _____
E-mail address
5. _____
Date and Place of Birth
6. Are you a citizen of the United
United States? ____ Yes ____ No
If you are a naturalized citizen, state the
date, place and court of naturalization:

7. _____
Driver's License Number

Social Security Number
8. State the exact type and proportion
of your individual interest in the
partnership:

Person 2

1. _____
Name
2. _____
Address

City, State, Zip
3. _____
Telephone Number
4. _____
E-mail address
5. _____
Date and Place of Birth
6. Are you a citizen of the United
United States? ____ Yes ____ No
If you are a naturalized citizen, state the
date, place and court of naturalization:

7. _____
Driver's License Number

Social Security Number
8. State the exact type and proportion
of your individual interest in the
partnership:

PART F - CORPORATION: *The following information must be supplied if the applicant is a corporation*

1. Altamura Pizza Inc
Applicant's Corporate Name
2. 9 W 1st Street
Applicant's Corporate Address
Hinsdale, IL 60521
City, State, Zip Code
3. 630-755-5252
Applicant's Corporate Telephone Number
4. 11/9/2017
Date of and State of Incorporation
5. Ken Kaiser
Name of Applicant's Registered Agent for Service in Illinois
502 N. Plum Grove Road, Unit D Palatine, IL 60067
Address of Registered Agent City, State, Zip Code
6. Object(s) of corporation, as set forth in charter:
Pizza & Italian Specialties - Take & Bake
7. List the names, residence address, date of birth, social security number, position and the percentage of ownership of all officers, directors and stockholders owning, in the aggregate, more than five percent (5%) of the stock in the corporation. (Use additional paper, if necessary.)

Name	Home Address	Date of Birth	Social Security #	Position/ Title	% of Ownership
Carmela St. John				Owner	50%
Stephen St. John				President	50%

PART G – DESIGNATED MANAGER: *If the business of the subject premises will be conducted by a designated manager or managers, those persons shall provide the following information. (Attach a separate sheet for each additional person, if necessary.)*

1. Clare M. Sullivan
Name
2. [REDACTED]
Home Address
[REDACTED]
City, State, Zip Code
3. [REDACTED]
Telephone Number
4. [REDACTED]
E-mail address
5. [REDACTED]
Date and Place of Birth
6. Are you a citizen of the United States? ☒ Yes ☐ No
If you are a naturalized citizen, state the date, place, and court of naturalization:
[REDACTED]
7. [REDACTED]
Driver's License Number Social Security Number
8. [REDACTED]
Name of Previous Employer
[REDACTED]
Address of Previous Employer City, State, Zip Code
9. What experience do you have operating or managing a business that sells liquor?
2 years employment at a bar bartending. Serving Draft Beers & Cocktails. Certified to serve alcohol in
the state of Washington. I have experience enforcing/abiding by the laws regarding safe alcohol service.

PART G – DESIGNATED MANAGER: *If the business of the subject premises will be conducted by a designated manager or managers, those persons shall provide the following information. (Attach a separate sheet for each additional person, if necessary.)*

1. Nicolas Schroeder

Name

2.

Home Address

City, State, Zip Code

3.

Telephone Number

4.

E-mail address

5.

Date and Place of Birth

6. Are you a citizen of the United States?



Yes

☐ No

If you are a naturalized citizen, state the date, place, and court of naturalization:

7.

Driver's License Number

Social Security Number

8.

Name of Previous Employer

Address of Previous Employer

City, State, Zip Code

9. What experience do you have operating or managing a business that sells liquor?

Manager of Texas Roadhouse for
4 years (2018-2022)

PART H – ELIGIBILITY QUESTIONS: *To be completed by all applicants and any other person listed in Parts D, E, F and G.*

- | | YES | NO |
|----|--------------------------|--|
| 1. | ☐ | ☒ Are you delinquent in the payment of any Illinois Business Tax (sales, withholding, etc.)? |
| 2. | ☐ | ☒ Have you ever applied for and been denied a liquor license? |
| 3. | ☐ | ☒ Have you ever had any previous liquor license revoked? |
| 4. | ☐ | ☒ Have you ever been convicted of a felony? |
| 5. | ☐ | ☒ Do you possess a current federal wagering stamp? |
| 6. | ☐ | ☒ Have you ever been convicted of a gambling offense as defined and enumerated in the Illinois Liquor Control Act, 235 ILCS 5/6-2(16)? |
| 7. | ☐ | ☒ Are you a Village employee or a law enforcing official of the Village or any other government or governmental agency? |
| 8. | ☐ | ☒ Except for merchandise credit in the ordinary course of business, have you received or borrowed money, credit or anything of value, directly or indirectly from any other licensee, supplier, manufacturer, importer, distributor, or representative thereof, of alcoholic products? |

If the answer to any of the above questions was 'yes', a written detailed explanation must be provided below:

Subscribed:

Printed Name:

Clare Sullivan

Signature:

Clare Sullivan

Title/Capacity:

Manager, Altamura Pizza

PART H – ELIGIBILITY QUESTIONS: *To be completed by all applicants and any other person listed in Parts D, E, F and G.*

- | YES | NO |
|-----------------------------|--|
| 1. ☐ | ☒ Are you delinquent in the payment of any Illinois Business Tax (sales, withholding, etc.)? |
| 2. ☐ | ☒ Have you ever applied for and been denied a liquor license? |
| 3. ☐ | ☒ Have you ever had any previous liquor license revoked? |
| 4. ☐ | ☒ Have you ever been convicted of a felony? |
| 5. ☐ | ☒ Do you possess a current federal wagering stamp? |
| 6. ☐ | ☒ Have you ever been convicted of a gambling offense as defined and enumerated in the Illinois Liquor Control Act, 235 ILCS 5/6-2(16)? |
| 7. ☐ | ☒ Are you a Village employee or a law enforcing official of the Village or any other government or governmental agency? |
| 8. ☐ | ☒ Except for merchandise credit in the ordinary course of business, have you received or borrowed money, credit or anything of value, directly or indirectly from any other licensee, supplier, manufacturer, importer, distributor, or representative thereof, of alcoholic products? |

If the answer to any of the above questions was 'yes', a written detailed explanation must be provided below:

Subscribed:

Printed Name: Nicolas Schroeder

Signature: 

Title/Capacity: Assistant manager

PART H – ELIGIBILITY QUESTIONS: To be completed by all applicants and any other person listed in Parts D, E, F and G.

- | | YES | NO | |
|----|--------------------------|-------------------------------------|--|
| 1. | ☐ | ☒ | Are you delinquent in the payment of any Illinois Business Tax (sales, withholding, etc.)? |
| 2. | ☐ | ☒ | Have you ever applied for and been denied a liquor license? |
| 3. | ☐ | ☒ | Have you ever had any previous liquor license revoked? |
| 4. | ☐ | ☒ | Have you ever been convicted of a felony? |
| 5. | ☐ | ☒ | Do you possess a current federal wagering stamp? |
| 6. | ☐ | ☒ | Have you ever been convicted of a gambling offense as defined and enumerated in the Illinois Liquor Control Act, 235 ILCS 5/6-2(16)? |
| 7. | ☐ | ☒ | Are you a Village employee or a law enforcing official of the Village or any other government or governmental agency? |
| 8. | ☐ | ☒ | Except for merchandise credit in the ordinary course of business, have you received or borrowed money, credit or anything of value, directly or indirectly from any other licensee, supplier, manufacturer, importer, distributor, or representative thereof, of alcoholic products? |

If the answer to any of the above questions was 'yes', a written detailed explanation must be provided below:

Subscribed:

Printed Name: CARMELA ST. JOHN

Signature: Carmela St. John

Title/Capacity: OWNER / PRESIDENT

PART H – ELIGIBILITY QUESTIONS: *To be completed by all applicants and any other person listed in Parts D, E, F and G.*

- | YES | NO | |
|-----------------------------|-------------------------------------|--|
| 1. ☐ | ☒ | Are you delinquent in the payment of any Illinois Business Tax (sales, withholding, etc.)? |
| 2. ☐ | ☒ | Have you ever applied for and been denied a liquor license? |
| 3. ☐ | ☒ | Have you ever had any previous liquor license revoked? |
| 4. ☐ | ☒ | Have you ever been convicted of a felony? |
| 5. ☐ | ☒ | Do you possess a current federal wagering stamp? |
| 6. ☐ | ☒ | Have you ever been convicted of a gambling offense as defined and enumerated in the Illinois Liquor Control Act, 235 ILCS 5/6-2(16)? |
| 7. ☐ | ☒ | Are you a Village employee or a law enforcing official of the Village or any other government or governmental agency? |
| 8. ☐ | ☒ | Except for merchandise credit in the ordinary course of business, have you received or borrowed money, credit or anything of value, directly or indirectly from any other licensee, supplier, manufacturer, importer, distributor, or representative thereof, of alcoholic products? |

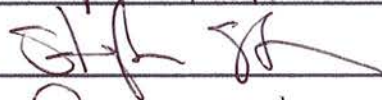
If the answer to any of the above questions was 'yes', a written detailed explanation must be provided below:

Subscribed:

Printed Name:

Stephen St John

Signature:



Title/Capacity:

President

PART I - CERTIFICATION: *This application must be signed by an owner, officer, partner or authorized agent of the business. The signature must be an original—rubber stamps are not acceptable.*

The applicant hereby acknowledges and agrees that:

1. A Village of Hinsdale Liquor License is a privilege and may be revoked pursuant to the ordinances of this Village, or the laws of the State of Illinois or the United States of America;
2. The applicant, or any officer, director, stockholder, member, partner or designated manager of the applicant shall, upon the request of the local liquor control commissioner, and in connection with this application and any Liquor License issued pursuant thereto, submit to finger-printing by the Hinsdale Police Department or other agency designated by the local liquor control commissioner;
3. The applicant shall pay the administrative expenses, including without limitation court costs and attorneys' fees, incurred by the Village of Hinsdale in connection with any hearing before the local liquor control commissioner concerning this application or any Liquor License issued pursuant thereto;
4. The applicant has read, understands, and will not violate any of, the ordinances of this Village, or the laws of the State of Illinois or of the United States of America, in the conduct of business on the Subject Premises;
5. The statements contained in this application are true and correct to the best of the applicant's knowledge and belief;
6. If any information provided in this application changes or becomes incomplete or inapplicable for any reason following submission of this application or during the term of any license issued pursuant to this application, the applicant shall submit a supplemental application containing the new or corrected information within thirty (30) days following the change, and that failure to submit a supplemental application within said five days shall be grounds for denial of the application for, or suspension or revocation of, the license;
7. The Village of Hinsdale, or its authorized agent, shall have the right to enter the Subject Premises for the purpose of inspecting to ensure compliance with all applicable codes and ordinances;
8. The applicant, any involved owner, any designated manager, any partner, and any officer, manager, director, and stockholder owning in the aggregate more than five percent (5%) of the stock in an applicant corporation or club are eligible to receive a Liquor License under the ordinances of this Village, the laws of the State of Illinois and the United States of America; and
9. In the case of a renewal application, the applicant has paid in full, by cashier's check, certified check, money order, or cash, any and all taxes owed by applicant to the Village of Hinsdale.

Stephen St. John
Print Name of Applicant/Authorized Agent

President
Title/Position

7-11-23
Date

[Signature]
Signature



SUBSCRIBED AND SWORN
to before me this 11th day of

July, 2023
[Signature]
Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IMPACT BUSINESS CONSULTANTS INC 83556187 C/O IN OF DUPAGE 535 DUANE ST GLEN ELLYN IL 60137	CONTACT NAME: PHONE (866) 467-8730 (A/C, No, Ext): FAX (888) 443-6112 (A/C, No): E-MAIL ADDRESS:
INSURED Altamura Pizza Inc 9 W 1ST ST S HINSDALE IL 60521-4103	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Underwriters Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC# 30104

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ General Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:				07/28/2023	07/28/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS				07/28/2023	07/28/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☒ CLAIMS-MADE DED RETENTION \$ 10,000				07/28/2023	07/28/2024	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Liquor Liability				07/28/2023	07/28/2024	Each Common Cause \$1,000,000 Aggregate Limit \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Business Liability Coverage Part includes a Blanket Additional Insured By Contract Endorsement, Form SL 30 32.

CERTIFICATE HOLDER

Village of Hinsdale
19 E. Chicago Ave.
Hinsdale, IL 60521

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

© 1988-2015 ACORD CORPORATION. All rights reserved.



Effective Date: July 28th, 2023

Western Surety Company

LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. [REDACTED]

That we, Altamura Pizza Inc.

of Hinsdale, State of Illinois, as Principal,
and WESTERN SURETY COMPANY, a corporation duly licensed to do surety business in the State of
Illinois, as Surety, are held and firmly bound unto the

Village of Hinsdale, State of Illinois, as Oblige, in the penal

sum of Two Thousand and 00/100 DOLLARS (\$2,000.00),
lawful money of the United States, to be paid to the Oblige, for which payment well and truly to be made,
we bind ourselves and our legal representatives, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the Principal has been
licensed Take and Bake Pizza Shop and Restaurant Village of Hinsdale

by the Oblige.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply
with the laws and ordinances, including all amendments thereto, pertaining to the license or permit
applied for, then this obligation to be void, otherwise to remain in full force and effect until
July 28th, 2024, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, by First Class
U.S. Mail, to the Oblige and to the Principal at the address last known to the Surety, and at the expiration
of thirty-five (35) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety
shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said
date. Regardless of the number of years this bond shall continue in force, the number of claims made
against this bond, and the number of premiums which shall be payable or paid, the Surety's total limit of
liability shall not be cumulative from year to year or period to period, and in no event shall the Surety's total
liability for all claims exceed the amount set forth above. Any revision of the bond amount shall not be
cumulative.

Dated this 28th day of July, 2023.

Altamura Pizza Inc.

Principal

Principal

WESTERN SURETY COMPANY

By

Paul T. Bruff

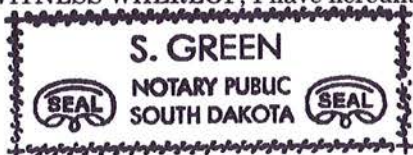
Paul T. Bruff, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

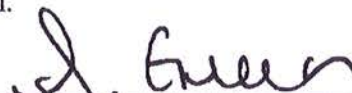
ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

On this 28th day of July, 2023, before me, the undersigned officer, personally appeared Paul T. Bruflat, who acknowledged himself to be the aforesaid officer of WESTERN SURETY COMPANY, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



My Commission Expires: February 12, 2027


Notary Public — South Dakota

ACKNOWLEDGMENT OF PRINCIPAL
(Individual or Partners)

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, before me personally appeared _____, known to me to be the individual described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

My commission expires _____,

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL
(Corporate Officer)

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, before me personally appeared _____, who acknowledged himself/herself to be the _____ of _____, a corporation, and that he/she as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

My commission expires _____,

Notary Public

 Western Surety Company

License or Permit No. _____

LICENSE AND PERMIT
BOND
As

of _____

State of _____

Name of Applicant _____

Address _____

Filed _____

Approved this _____

day of _____

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Take and Bake Pizza Shop and Restaurant Village of Hinsdale

bond with bond number

for Altamura Pizza Inc.

as Principal in the penalty amount not to exceed: \$ 2,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President with the corporate seal affixed this 28th day of July,
2023.

ATTEST

L. Bauder

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat

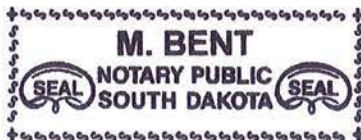
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss



On this 28th day of July, 2023, before me, a Notary Public, personally appeared
Paul T. Bruflat and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the
voluntary act and deed of said Corporation.



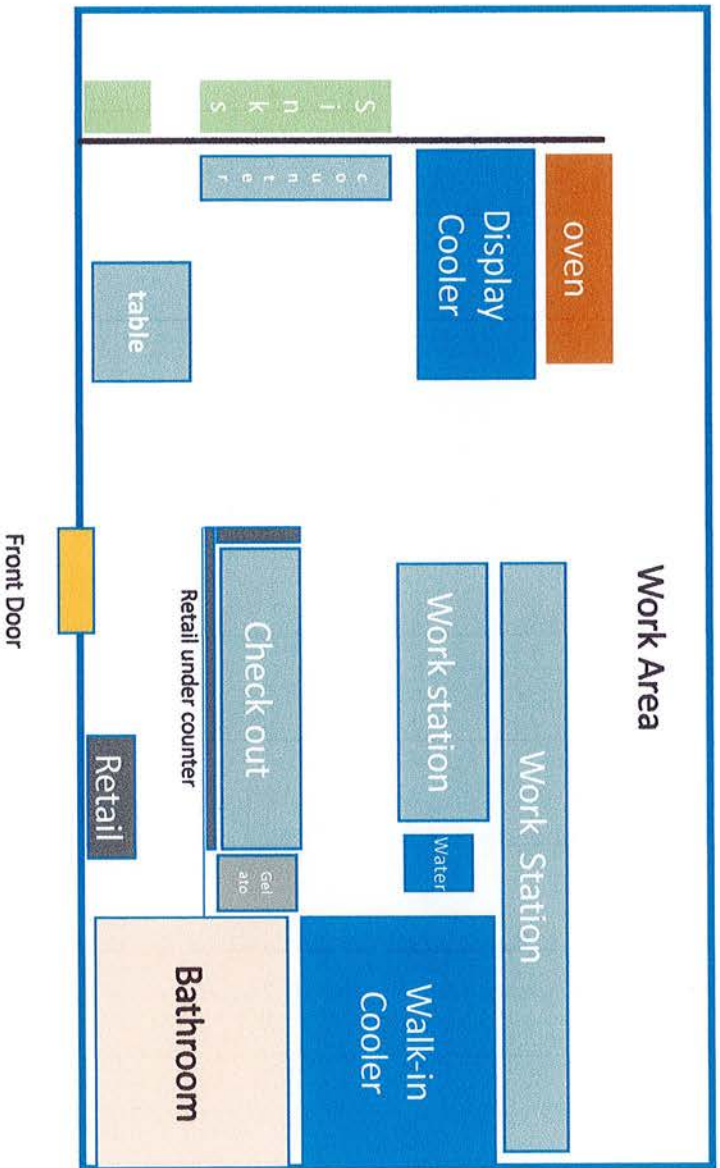
My Commission Expires March 2, 2026

M. Bent

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.





Verify that all of your Illinois Business Authorization information is correct.

If not, contact us immediately.

If all of the information is correct, cut along the dotted line (fits a standard 5" x 7" frame). Your authorization must be visibly displayed at the address listed. ***Do not discard the attached Illinois Business Authorization unless the information displayed is incorrect or until it expires.*** Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

Illinois Business Authorization

ALTAMURA PIZZA INC

**9 W 1ST ST
HINSDALE IL 60521-4103**

Loc. Code: 022-0012-0-001

**Hinsdale (DuPage)
DuPage County**

**Expiration Date:
12/1/2023**

Certificate of Registration

Sales and use taxes and fees

(4270-2704)

ILLINOIS REVENUE

[Signature]
Director

OFFICIAL DOCUMENT

Issued Date: 10/03/2022



Office of the Secretary of State
ilsos.gov

System Maintenance

Online services will be unavailable on Saturday, October 21 from 3 p.m. - 9 p.m. for scheduled maintenance.

Business Entity Search

Entity Information

Entity Name ALTAMURA PIZZA INC.

File Number 71368831

Status ACTIVE

Entity Type CORPORATION

Type of Corp DOMESTIC BCA

Incorporation Date (Domestic) 07-19-2017

State ILLINOIS

Duration Date PERPETUAL

Annual Report Filing Date 09-11-2023

Annual Report Year 2023

Agent Information STEVE ST. JOHN
[REDACTED]

Agent Change Date 09-24-2019

Services and More Information

Choose a tab below to view services available to this business and more information about this business.

[Purchase Master Entity Certificate of Good Standing](#)

[Change of Registered Agent and/or Registered Office](#)

[Articles of Amendment Effecting A Name Change](#)

[Adopting Assumed Name](#)



State of Illinois
Domestic/Foreign Corporation Annual Report

Year 2023 Corporation File No 71368831
FILED September 11, 2023
Alexi Giannoulas, Secretary of State

1. Corporate Name ALTAMURA PIZZA INC.
Registered Agent STEVE ST. JOHN
Registered Office [REDACTED]
City, IL, Zip Code, County [REDACTED]

2. Principal address of Corporation [REDACTED]

3a. State or Country of Incorporation ILLINOIS 3b. Date Incorporated/Qualified 07-19-2017

4. The names and addresses of ALL officers & directors MUST be listed here!

Officers	
Title Name & Address	PRESIDENT CARMELA ST. JOHN, [REDACTED]
Title Name & Address	SECRETARY SAME
Title Name & Address	DIRECTOR CARMELA ST. JOHN [REDACTED]

5. If 51% or more of the stock is owned by a minority or female, please check the appropriate box

☐ Minority ☒ Female ☐ Both

6. Number of shares authorized and issued as of 4-30-2023

Class	Series	Par Value	Number Authorized	Number Issued
COMMON		0.000000	1000	1000.000

7. The amount of paid-in-capital as of 4-30-2023 is \$ 1000

8. The corporation elects to pay its annual franchise tax based upon 100% of its total paid-in capital.

9. Under the penalty of perjury and as an authorized officer, I declare that this annual report, pursuant to provisions of the Business Corporation Act, has been examined by me and is, to the best of my knowledge and belief, true, correct and complete.

By CARMELA ST. JOHN
Authorized Officer
PRESIDENT September 11, 2023
Title & Date

Fee Summary
Franchise Tax: \$0.00
Filing Fee: \$75.00
Penalty: \$0.00
Interest: \$0.00

Total Fee: \$75.00

All applicants, Steve St John and Carmela St John have not sold, delivered or given away alcoholic liquor in violation of state of Illinois law, or village ordinance, to a person under the minimum age required to purchase or possess alcoholic liquor.

Training:

All employees and applicants complete the required Bassett training

All employees and applicants will discuss and review Bassett training

Weekly meetings to review display, questions, protocols

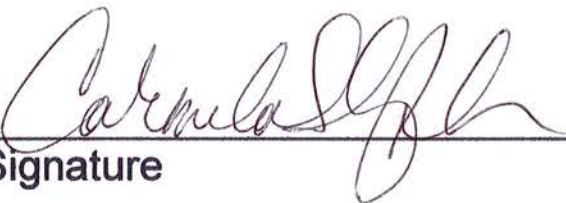
Monthly 1 hr training session to practice and review

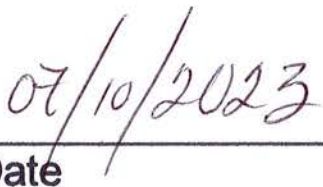
7/10/2023

To: Village of Hinsdale
19 East Chicago Ave.
Hinsdale, IL 60521

From: Altamura Pizza
9 W 1st St.
Hinsdale, IL 60521

I, Carmela St. John, have not sold, delivered, or given away alcoholic liquor in violation of any state of Illinois law, or village ordinance, to a person under the minimum age required to purchase or possess alcoholic liquor.


Signature


Date

7/10/2023

To: Village of Hinsdale
19 East Chicago Ave.
Hinsdale, IL 60521

From: Altamura Pizza
9 W 1st St.
Hinsdale, IL 60521

I, Nicolas Schroeder, have not sold, delivered, or given away alcoholic liquor in violation of any state of Illinois law, or village ordinance, to a person under the minimum age required to purchase or possess alcoholic liquor.


Signature

7/10/2023

To: Village of Hinsdale
19 East Chicago Ave.
Hinsdale, IL 60521

From: Altamura Pizza
9 W 1st St.
Hinsdale, IL 60521

I, Clare Sullivan, have not sold, delivered, or given away alcoholic liquor in violation of any state of Illinois law, or village ordinance, to a person under the minimum age required to purchase or possess alcoholic liquor.

Clare Sullivan
Signature

7/10/23
Date

7/10/2023

To: Village of Hinsdale
19 East Chicago Ave.
Hinsdale, IL 60521

From: Altamura Pizza
9 W 1st St.
Hinsdale, IL 60521

I, Stephen St. John, have not sold, delivered, or given away alcoholic liquor in violation of any state of Illinois law, or village ordinance, to a person under the minimum age required to purchase or possess alcoholic liquor.



Signature

7-11-23

Date

LEASE 9 West First Street, Hinsdale, Illinois 60521

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WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.	15

Chk # 1064
87655 Sec. Rep.

LEASE 9 West First Street, Hinsdale, Illinois 60521

DATE OF LEASE	TERM OF LEASE		MONTHLY RENT
	COMMENCEMENT DATE	ENDING DATE	
6/30/2017	7-15-2017	10-14-2020 if renewed or 1-14-2021 if terminated	See chart below
Location of Premises: 9 West First Street, Hinsdale, Illinois 60521			
Purpose: Food-related etc. (see LESSEE'S USE: EXCLUSIVE USE Section for more)			

LESSEE(S)		LESSOR(S)	
NAME	Altamira R220 Inc	NAME	The Amelia Cesarini Family Trust & The Cesarini Family Trust
ADDRESS		ADDRESS	54 S. Washington Street, Suite 4
CITY		CITY	Hinsdale, IL 60521
TELEPHONE		TELEPHONE	(630) 325-3090

The Words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, and/or to corporations, partnerships, trusts, or other entities, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed.

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises" or "demised premises"), together with the appurtenances thereto, for the above Term.

LEASE COVENANTS AND AGREEMENTS

1. MONTHLY RENTAL

The rental for the demised premises shall be as follows, payable monthly in advance by no later than the fifth business day of each month which will then be examined at the end of each year to compare rent to gross revenues to determine what should have been paid as described below in the RENT / GROSS REVENUE TABLE. The difference between what should have been paid and what was paid will be paid to Lessor or reimbursed to Lessee along with any additional adjustments to the NNN expenses as necessary:

MONTHLY RENT (subject to revision as per RENT / GROSS REVENUE TABLE below)	
Rent NNN	\$ = monthly base rent plus initial pro-rated expenses
\$0	per month from Commencement Date above during initial build-out period to Dec. 14, 2017, unless build-out is completed earlier than anticipated initially.
\$2,350 NNN, or \$2,650 initially	per month base rent (Scenario 2 from RENT / GROSS REVENUE TABLE below) from Dec. 15, 2017, to June 30, 2018, plus pro-rated portion of NNN expenses including, but not limited to, real estate taxes, insurance and fire safety system expenses most prominently (calculated June 2017): $\$2350 + \$148 \text{ taxes} + \$105 \text{ insurance} + \$56 \text{ fire alarm related} = \2659
\$2,421 NNN*	* per month (Scenario 2 from RENT / GROSS REVENUE TABLE below) from July 1, 2018, to June 30, 2019, plus pro-rated portion of NNN expenses mentioned above unless by the end of the first year it has become sufficiently evident that either the higher rent (Scenario 1) or the lower rent (Scenario 3)

	from RENT / GROSS REVENUE TABLE below should be paid monthly.
\$2,493 NNN*	* per month (Scenario 2 from RENT / GROSS REVENUE TABLE below) from July 1, 2019, to June 30, 2020, plus pro-rated portion of NNN expenses mentioned above unless by the end of the second year it has become sufficiently evident that either the higher rent (Scenario 1) or the lower rent (Scenario 3) from RENT / GROSS REVENUE TABLE below should be paid monthly.
Depends on Lease ending or extending	If Lease to terminate at end of initial term, monthly rent from July 1, 2020, to January 14, 2021, shall continue under the same terms as for July 1, 2019, to June 30, 2020, above. If Lease is to be extended, Lease extension period will commence July 1, 2020, and monthly rent from July 1, 2020, onward shall increase under the terms specified in <u>RETAINING RIGHTS</u> Section below.

The monthly ratio of rent-to-gross-revenue will be examined and at the end of each year the difference between what should have been paid as indicated below and what was paid will be paid to Lessor or reimbursed to Lessee along with any additional adjustments to NNN expenses as necessary. Lessor shall have right to audit Lessee's financial data in order to determine gross revenue upon which rent-to-gross-revenue is to be calculated.

RENT / GROSS REVENUE TABLE			
GROSS MONTHLY REVENUE SCENARIOS	RENT FOR THAT MONTH		
	Year 1	Year 2	Year 3
Scenario 1: If \$40,000 or more	\$3,000 (all inclusive)	\$3,090 (all inclusive)	\$3,183 (all inclusive)
Scenario 2: If \$30,000 – \$40,000	\$2,350 (NNN, including, but not limited to, most significant NNN expenses indicated below and linked to further details) \$2655 \$2350 + \$148 <u>taxes</u> + \$105 <u>insurance</u> + \$56 <u>fire alarm related</u> = \$2659	\$2,421 (NNN) \$2,730	\$2,493 (NNN) \$2,802
Scenario 3: If less than \$30,000	\$2,000 (NNN) \$2,305 \$2,000 + \$148 <u>taxes</u> + \$105 <u>insurance</u> + \$56 <u>fire alarm related</u> = \$2,309	\$2,060 (NNN) \$2,369	\$2,122 (NNN) \$2,431

2. SECURITY DEPOSIT

Lessee shall pay to Lessor a security deposit of \$2,655.00, which shall be due upon the full execution of this lease. Said security deposit shall be augmented yearly so that the total amount held by Lessor equals the current monthly rent plus monthly pro-rated monthly portion of real estate taxes, insurance & other related expenses described below for the demised premises.

Lessee acknowledges that such security deposit shall be held by Lessor until Lessee relinquishes possession of the demised premises to Lessor at the termination of this lease. Said security deposit shall be forfeited to Lessor in part or in full, as reasonably determined by Lessor, if Lessee fails to deliver the premises to Lessor in accordance with the terms of this lease. Under no circumstances shall Lessee apply said security deposit toward any monthly rent due Lessor the first day of each month during the term of this lease, nor shall Lessee apply it toward any other payments due to Lessor under

the terms of this lease. Said security deposit shall be returned to Lessee within ten (10) days following the expiration or termination of this lease, and shall be returned in full if the premises are returned to Lessor in accordance with the terms of this lease.

3. RENT PAYMENTS

Lessee shall deposit to Lessor's bank account (or pay otherwise as Lessor may designate in writing) as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, by mail, in person or by electronic transfer at Lessor's bank:

BMO Harris Bank
50 S. Lincoln St.
Hinsdale, IL 60521
(630) 920-7000

Rent payments shall be made payable to Amelia Cesarini, account number 4800935180. If payments are by check, payments shall be accompanied by deposit slips to be requested by and provided to Lessee by Lessor, and Lessee shall indicate "Deposit only to #4800935180" on the back of the check. For electronic transfers, BMO Harris Bank's routing number is 071025661. BMO Harris Bank's web address is www.bmoharris.com.

4. RETAINING RIGHTS

Because of significant uncertainties regarding Lessor's property containing the demised premises beyond the initial term of this Lease, Lessor retains the right to terminate Lease at the conclusion of the initial lease term by providing Lessee notice on or before April 15, 2020, for termination of the Lease on January 14, 2021, otherwise Lessee shall have the right to renew the Lease for 2 additional 3-year terms commencing July 1, 2020, according to the terms below.

If the Lease is not terminated at the end of its initial Lease period according to the above terms, Lessee shall have the right to renew this Lease for 2 additional 3-year terms under the continuation of the terms of the RENT / GROSS REVENUE TABLE above with the following exceptions:

- i) Lessor retains the right to terminate the Lease with a 1-year advance written notice to Lessee during the renewal terms after the end of the initial Lease term. If and when the looming uncertainties will be resolved, the lease can be amended to eliminate this right of Lessor to terminate the Lease with a 1-year notice during the renewal periods.
- ii) The terms of the RENT / GROSS REVENUE TABLE above will apply during the renewal periods except with Scenario 3 taken off the table unless negotiated at the time to put it back on the table.

If the Lease is not terminated at the end of its initial 3-year period and Lessee renews this Lease for 2 additional 3-year terms under the above terms, Lessee shall be required to give Lessor written notice not less than 180 days prior to the expiration of the Lease term of Lessee's intent to retain the demised premises. Failure to provide such notice shall be deemed intent to vacate the demised premises and shall render null and void the right of Lessee to renew this lease.

a) Yearly percentage increases for options periods

The yearly percentage increase of rental after the expiration of the initial Lease period shall continue to be 3% or the CPI increase for the greater Chicago, whichever is greater, but in any case no more than 4% (U.S. Dept. of Labor, CPI-U, further defined below).

i. Computation method

Commencing with the first Lease Year during the first extension, rent for the first and second extensions shall be increased annually and shall be the greater of (A) the rent for the previous Lease Year plus three percent (3%), or (B) the previous Lease Year's rent plus an amount ("CPI Adjustment") equal to the product of the previous Lease Year's rent multiplied by the percentage increase, if any, in the Comparison CPI (as hereinafter defined) over the Base Consumer Price Index (as hereinafter defined). For purposes of this paragraph, the percentage increase shall be calculated in accordance with the following formula:

(Comparison CPI - Base Consumer Price Index)
÷ Base Consumer Price Index

Lessor shall notify Lessee of the CPI Adjustment and rent payable for each Lease Year commencing with the first full Lease Year during the first extension. The monthly installments of annual rent for each such Lease Year shall be one-twelfth (1/12) of annual rent for such Lease Year. Notwithstanding anything to the contrary contained in this Section 3 a) i), Lessor and Lessee hereby agree that the total annual Rent for any Lease Year during the second and third Extensions commencing with the first Lease Year during the first extension, shall not increase in excess of four percent (4%) of the total annual rent payable during the previous Lease Year.

"Consumer Price Index" shall mean the Consumer Price Index for all Urban Consumers (CPI-U) for the City of Chicago area, All Items (Chicago-Gary-Kenosha, IL-IN-WI, Not Seasonally Adjusted, base index year 1982-84=100, as published by the United States Department of Labor, Bureau of Labor Statistics.

Consumer Price Index - All Urban Consumers: data.bls.gov). If the manner in which the Consumer Price Index is determined by the Bureau of Labor Statistics shall be substantially revised, including, without limitation, a change in the base index year, and adjustment shall be made by Lessor in such revised index which would produce results equivalent, as nearly as possible, to those which would have been obtained if such Consumer Price Index had not been so revised. If the Consumer Price Index shall become unavailable to the public because publication is discontinued, or otherwise, or if equivalent data is not readily available to enable Lessor to make the adjustment referred to in the preceding sentence, then Lessor will substitute therefor a comparable index based upon changes in the cost of living or purchasing power of the consumer dollar published by any other governmental agency or, if no such index shall be available, then a comparable index published by a major bank or other financial institution or by a university or a recognized financial publication.

"Lease Year" shall mean a period commencing on the Commencement Date and ending on the day which immediately precedes the one year anniversary date of the Commencement Date.

"Comparison CPI" shall mean the average monthly Consumer Price Index for the twelve (12) months of the Lease Year immediately preceding the Lease Year for which CPI Adjustment is being determined.

"Base Consumer Price Index" shall mean the average monthly Consumer Price Index for the twelve (12) months of the Lease Year which begins twenty-four (24) months prior to the Lease Year for which CPI Adjustment is being determined.

b) Renewal notices

In order to exercise a renewal option if and when a renewal option becomes available, Lessee must give Lessor written notice, not less than 180 days prior to the expiration of the lease, of Lessee's intent to retain the demised premises. Failure to provide such notice shall be deemed intent to vacate the demised premises and shall render null and void the right of Lessee to renew this lease.

c) In the event of non-renewal

Lessor retains the right to place "For Rent" notices upon the Premises in the event that Lessee fails to give Lessor written notice of Lessee's intent to retain the demised premises, as described above; or Lessee gives notice to Lessor of Lessee's intent to vacate the demised premises; or Lessee breaches the terms of this lease, causing Lessor to seek a new Lessee for the demised premises.

5. REAL ESTATE TAXES

Lessee shall pay a pro-rated portion of .1218 of the real estate taxes for the property containing the demised premises which reflects the proportional square footage of the demised premises relative to the entire square footage taxed. Lessor shall inform Lessee of Lessee's pro-rated tax amount which Lessee shall pay in monthly installments added to the monthly base rent indicated above. The real estate tax amount due shall be revised when the newly revised amount is first payable to the County, currently June 1 each year.

a) Real Estate Tax NNN Calculations

The tax assessment yearly period is from June 1 to May 30. The assessed amount due is announced approximately on May 1 and is due in two installments on June 1 and September 1. The total annual real estate tax for TY2016 paid in

2017 is \$14,594.40. The pro-rated monthly amount of real estate tax added to initial base rent of Lessee initially is \$148 ($\$148 = \$14,594.40 \times .1218 / 12$) or 1/12th (one-twelfth) of the yearly pro-rated amount payable by Lessee of \$1,778 (.1218 of \$14,594.40). Lessor shall notify Lessee of revisions to the pro-rated monthly amount for real estate tax after receipt of each annual assessment.

6. INSURANCE

From the Commencement Date and continuing throughout the Term and any Extensions, Lessee shall maintain commercial general liability insurance and professional liability / E&O insurance in the amount of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate (*or higher amounts if mutually agreed by Lessor and Lessee*), workers' compensation insurance in statutory amounts, and all-risk insurance covering Tenant's leasehold improvements, trade fixtures, merchandise and personal property, in an amount not less than their full replacement cost. One purpose of such insurance shall be that of indemnifying Lessor for any injuries occurring to any persons or to the property of any persons on or about the demised Premises. A certificate of such insurance shall be furnished to Lessor at the initiation of Lessee's tenancy and at yearly intervals after that, such intervals coinciding with Lessee's renewal of said insurance. Lessor shall be named as an additional insured on all such policies.

Lessee shall require each contractor and any person providing services at the Premises to maintain the insurance required above, and shall provide proof of such insurance to Lessor upon request.

Waiver of Subrogation. Lessor and Lessee and all parties claiming by or through them mutually release and discharge each other from all claims and liabilities, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof, for any loss insured for the benefit of the respective party, but only to the extent of the net insurance proceeds payable under such policies.

a) Insurance NNN Calculations

Lessor shall inform Lessee of Lessee's pro-rated property insurance amount which Lessee shall pay in monthly installments added to the monthly base rent indicated above. The monthly pro-rated portion of property insurance shall be revised upon notice to Lessee after Lessor receives notice from its insurer of an increase in premium, currently anticipated in September of each year. The total annual insurance for the property containing the demised premises for 2016-2017 is \$10,368. The pro-rated monthly amount of property insurance added to initial base rent of Lessee initially is \$105 ($\$105 = \$10,368 \times .1218 / 12$) or 1/12th (one-twelfth) of the yearly pro-rated amount payable by Lessee of \$1,263 ($\$10,368 \times .1218$). Lessor shall notify Lessee of revisions to the pro-rated monthly amount for property insurance after receipt of each annual premium notification.

At all times during the term of this Lease, Lessor shall maintain in force policies of insurance covering the building in which the Premises are located and the improvements located in the building owned by Lessor, for the full replacement cost of the building and such improvements and in such other amounts and types that a reasonably prudent owner of comparative commercial property in the Chicago metropolitan area normally would maintain. Lessor shall deliver to Lessee certificates of insurance showing Lessor has so insured the property.

7. LIMITATION OF LIABILITY

Except to the extent provided by applicable law or as a result of Lessor's breach of this Lease, Lessor shall not be liable to Lessee, its employees, agents, invitees, contractors or guests, for damage or loss of property, or personal injury, death or disability, occasioned by the failure of Lessor to keep the Premises in repair, nor for any such damage or injury occasioned by water, snow or ice or any other events outside Lessor's reasonable control, nor for any damage or injury arising from any act, omission or negligence of co-tenants or of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Lessor's agents or Lessor himself. All claims of Lessee are hereby limited by the limit of liability amount under Lessor's commercial general liability insurance policy, provided that Lessee's applicable claim relates to insurable risks hereunder and such amount is actually received by Lessee to the extent of Lessee's claim; otherwise, Lessee shall also be entitled to any and all remedies provided at law or in equity. Notwithstanding anything to the contrary in this Section, in no event shall Lessee

have the right to levy execution against any property of Lessor, including without limitation the premises and the building in which the premises are located, and no trustee, beneficiary, owner, officer, member, director, employee or affiliate of Lessor shall in any event be personally liable for the payment or performance of any obligation, judgment, damages or settlement in connection with this Lease or the Lessee's use of the premises.

8. INDEMNIFICATION

Lessee shall indemnify and save Lessor, and its trustees, beneficiaries, owners, officers, members, managers, directors, employees and affiliates (with Lessor, the "Indemnified Parties"), harmless from and against claims, liabilities, costs and expenses, including without limitation reasonable attorney's fees, brought by third parties and that arise from Lessee's or any subtenant's, licensee's, contractor's, subcontractor's, owner's or employee's use and occupancy of the premises or from any other activity or work done, permitted by Lessee or at its request in or about the premises including, without limitation, any breach of this Lease. If any such proceeding is filed by a third party against Lessor or any such indemnified party, Lessee agrees to defend Lessor or such party in such proceeding at Lessee's sole cost by legal counsel reasonably satisfactory to Lessor. Lessee shall not be obligated to indemnify Lessor or any Indemnified Party for any willful misconduct or negligent act or omission of Lessor or such Indemnified Party.

9. UTILITIES AND SERVICES

Lessee will pay for in full, in addition to the rent above specified, utilities and other services initiated by Lessee including, but not limited to, natural gas, electricity, telephone, internet access, cable TV subscription, as well as any other services provided to Lessee in connection with the ongoing operation of his business, with the exception of the shared utilities and services listed below. Lessee shall be responsible for initiation and cessation of all such utilities and services, with the exception of the shared utilities and services listed below. Lessee will pay for the above utilities taxed, levied or charged on the Premises, for and during the time for which this lease is granted and in case said utilities shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition, as herein specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.

In the event that Lessee shall breach the terms of this lease in any manner, Lessee shall continue to be responsible for payment of any utilities and services connected to his business within the demised Premises or to the Premises themselves. Upon termination of this lease, Lessee shall continue to be responsible for payment of any utilities and services received by him during the period in which this lease was in force.

a) Water and Sewage

Water usage costs and related sewage fees, based on one municipal billing meter for the entire 7-9 West First Street building in which Premises is located, shall be billed to and shared between Lessee and the other tenant located upstairs from Premises at 7 West First Street according to an agreement which Lessee and 7 West First Street tenant shall make between themselves about water usage costs and related sewage fees.

b) False Fire Alarms

False fire alarm penalty costs levied by the Fire Department, if any, shall be paid by Lessee if such false alarms are caused to be triggered by Lessee and are in excess of Lessee's prorated yearly non-penalized allotment for the building. Lessee shall not cause fire alarm sensors to become excessively contaminated with dust due to construction, cleaning or other types of "dusty" work being performed by Lessee or by keeping windows or doors to Premises unreasonably open if such excessively dusty conditions exist outside Premises.

10. FIRE ALARM SYSTEM MONITORING, MAINTENANCE & RELATED

The property containing the demised premises has a fire alarm system which must be actively monitored, maintained and inspected by law along with other fire prevention requirements. The pro-rated portion payable by Lessee of such legally required fire prevention costs are as follows:

a) Fire Alarm System Monitoring, Maintenance & Related NNN Calculations

FIRE PREVENTION REQUIREMENT	PRO-RATED MONTHLY LESSEE COST
Fire alarm monitoring of 7-9 West First Street building by Tyco ($\$264/\text{quarterly} * 4 = \$1,056/\text{year} / 2$ [number of leaseholds in building] = $\$528.00 / 12$)	\$44.00/month
Fire alarm yearly inspection ($\$350/\text{yearly}$ calculated on number of sensors plus flat service fee, Lessee's pro-rated portion being approximately $1/5$ of $\$350 / 12$)	\$6/month
Fire extinguisher yearly inspection and/or maintenance (yearly amount varies depending on whether extinguishers require only inspection or periodic maintenance)	\$2/month
Yearly Fire Department inspection (Village yearly Fire Department inspection fee currently = $\$105$ for this building/year / 2 [number of leaseholds in building] = $\$52.50 / 12 = \$4.38/\text{month}$)	\$4/month

11. SUBLETTING; ASSIGNMENT

The Premises shall not be sublet in whole or in part to any person other than Lessee, and Lessee shall not assign this lease without, in each case, the consent in writing of Lessor first had and obtained, subject to Lessor's approval of new tenant; nor permit to take place by any act or default of himself or any person within their control any transfer by operation of law of Lessee's interest created hereby; nor offer for lease or sublease the Premises, nor any portion thereof by placing notices or signs of "To Let" or any other similar sign or notice in any place, nor by advertising the same in any newspaper or place or manner whatsoever without, in each case, the consent in writing of Lessor first had and obtained. The consents in this paragraph may be withheld, delayed or conditioned based on this lease being so dependent simply on trust which cannot be realistically confirmed but which has been established over the course of several months with the Business Manager of the Lessee LLC and which may or may not be realistically possible to establish again with a sublessee or assignee. Lessor may also reasonably withhold consent for a potential new tenant based on, among other reasonable considerations, the nature of the business of any potential new tenant and its financial condition, and whether that may conflict with Lessor's adjacent Building which contains both residential and commercial units. Lessee's right to renew this Lease for additional terms pursuant to Section 4 is specific to Lessee, and shall not apply to or be enforceable by any assignee, sublessee, or anyone else other than Lessee. If any assignment or sublet approved by Lessor it shall only be effective for the remainder of the then-current portion of the initial term or possible renewal term.

12. LESSEE'S USE; EXCLUSIVE USE

Lessee may use the Leased Premises and the Property for (i) the operation of a pizzeria with no grease cooking allowed ("Lessee's Use") with the right to be the exclusive pizzeria on the Property (aside from any existing rights the other food-service tenant already on the Property may have to sell pizza-like products such as "pizza bagels") or (ii) any other lawful use, provided Lessee receives the consent of Lessor which consent shall not be unreasonably withheld, conditioned or delayed, with the exception of the exclusive right already granted to Lessor's existing food-service Tenant to sell bagels and bagel-related products (which includes "pizza bagels") and gourmet coffee for on or off-premises consumption at the Building adjacent to Lessee's leasehold. Lessor acknowledges that Lessee's Use shall include but not be limited to the preparation and sale of pizzas, specialty and gourmet foods, drinks, dessert items and side-order items. Lessee acknowledges that Lessor shall not consent to any future change in use of the Leased Premises which involves grease cooking.

Outdoor seating allowed as allowed by Village of Hinsdale and with Lessor's prior written consent provided Lessee takes particular care to clean of areas involved so that no solid or liquid food residues remain which would be unsightly and attracts pests particularly at night.

Public parking as allowed by Village of Hinsdale. No private parking is available and therefore not included with the leasehold. Other than the same parking options available to the general public, the Village of Hinsdale offers parking to merchants by permit in designated areas: details available from the Village of Hinsdale.

13. LESSEE NOT TO MISUSE

Lessee will not permit any unlawful or immoral practice, with or without their knowledge or consent, to be committed or carried on in the Premises by himself or by any other person. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified. Lessee will not keep or use or permit to be kept or used in or on the Premises or any place contiguous thereto any flammable fluids or anything explosive, without the written permission of Lessor first had and obtained. Lessee will not load floors beyond the floor load rating prescribed by applicable municipal ordinances. Lessee will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the building of which they are a part.

Lessee shall prohibit any smoking within the premises or hallways within the building by anyone associated with or visiting Lessee's business. Lessee shall prohibit any littering within the building hallways and exterior areas around the building.

14. CONDITION ON POSSESSION

Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no further representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the Premises, have been made by Lessor or his agent prior to or at the execution of this lease that are not herein expressed. Lessor shall deliver the space in "as-is" condition, with no work by Lessor.

Furniture, fixtures, and equipment (FF&E) currently there shall be granted / licensed for Tenant's use at no charge. Tenant shall have the right to confirm they are operational. Any existing FF&E to be removed or modified shall be in accordance to LEASEHOLD MODIFICATIONS AND/OR IMPROVEMENTS below.

15. LEASEHOLD MODIFICATIONS AND/OR IMPROVEMENTS

Lessor grants Lessee the right to perform necessary modifications and/or improvements to the premises and its fixtures for the purposes of Lessee's business, with the provision that plans for such modifications and/or improvements be presented to Lessor in writing prior to any changes taking place, so as to procure Lessor's written approval for such changes, which approval will not be unreasonably withheld, delayed or conditioned. Lessee shall also not dispose of anything currently in the premises without Lessor's prior consent, which approval will not be unreasonably withheld, delayed or conditioned.

- a) Lessee is authorized to undertake professional finish decorating including patching, priming and painting after having previously obtained written permission of Lessor in accordance with professional standards.
- b) Lessee is authorized to install light fixtures after having previously obtained written permission of Lessor, notifying Lessor in advance to coordinate the removal of any existing light fixture and determining in writing whether such fixtures and associated components installed shall be considered as permanent fixtures within the demised premises and whether Lessee shall relinquish ownership of said fixtures to Lessor.
- c) Lessee shall have the option to install venting at its cost, if required by code.
- d) Should the fire alarm system within the demised premises be required to be augmented by Village of Hinsdale ordinance or otherwise, Lessee shall meet such requirements at Lessee's expense which shall be limited to \$1,000 initially and Lessee shall utilize Lessor's fire alarm contractor who is already familiar with and needs to continue to be familiar with all aspects of the fire alarm system. In the event that a major fire alarm system augmentation is required which exceeds \$1,000 and if Lease is extended, Lessee agrees to reconsider sharing the additional expense of augmenting the fire alarm system. Maintenance of fire alarm system, emergency lighting and exit signs within the demised premises shall be the responsibility of Lessee (again utilizing Lessor's file

alarm contractor for the above reasons) and shall conform to Village of Hinsdale Fire Department requirements or Lessee shall pay their pro-rated portion of such fire-prevention systems maintenance costs incurred by Lessor (see Section FIRE ALARM SYSTEM MONITORING, MAINTENANCE & RELATED for further details). Lessee shall be responsible for maintaining premises in proper compliance with fire codes established by the Village of Hinsdale. Lessee shall be responsible for providing and maintaining appropriate fire extinguishers required by Village of Hinsdale fire codes or Lessee shall pay their pro-rated portion of such fire-extinguisher costs incurred by Lessor (see Section FIRE ALARM SYSTEM MONITORING, MAINTENANCE & RELATED for further details).

- e) Use and installation of equipment which can transmit vibrations and noise to other tenants' units in the building (i.e., air conditioning units, refrigerators, exhaust fans, ceiling fans, etc.) requires such equipment to be properly installed and/or used to prevent vibrations and noise being transmitted to other tenants' units.

Lessee has been allotted an initial rent-free build-out period of 4 months as described in Section 1, "MONTHLY RENTAL," predicated on proposed leasehold modifications and/or improvements to be undertaken by Lessee at Lessee's expense, with the provision that plans for such modifications and/or improvements be presented to Lessor in writing prior to any changes taking place, so as to procure Lessor's written approval for such changes, which approval will not be unreasonably withheld.

Plans for any changes subject to local, state or federal codes and regulations shall be prepared by appropriately licensed personnel (i.e., architect, electrician, etc.). Lessee shall indemnify Lessor against any mechanic liens filed against subject property relating to the demised Premises and shall be responsible for Lessor's court costs and attorney's fees in the event Lessor is required to hire an attorney in any such mechanic lien claims.

Lessor shall be responsible to pay for all code compliance matters for the Premises and the building, including without limitation, all Hinsdale building, fire, sprinkler and safety code requirements, and Lessee will pay their pro-rated share of such expenses as part of the Common Area Expenses (see Section FIRE ALARM SYSTEM MONITORING, MAINTENANCE & RELATED for further details); provided that Lessee shall be solely responsible for code compliance and all related costs for alterations and other work done by Lessee or its contractors. Lessee shall be responsible for any permits necessary for the business and Lessee's modifications of the premises including but not limited to relevant building permits, inspection fees, signage permits, etc.

16. RESTORATION OF PREMISES

Lessor retains the right to demand that, upon vacating the demised Premises, Lessee shall have completed restoration of the Premises to its original condition aside from any improvements made to permanent portions of the demised premises as further specified below; this includes removal of any and all fixtures installed in the Premises by Lessee for purposes of conducting his business. In all cases Lessee shall be responsible for restoring interior and exterior walls and/or flooring/carpeting to their original, undamaged condition (ordinary wear excepted), and restoring the color of walls and ceilings to neutral colors if Lessee has applied other than neutral colors to walls and/or ceiling at any point during the duration of this lease.

It is further agreed that upon termination of this lease, Lessee shall return the premises and its associated equipment and fixtures to Lessor in good condition and good working order (ordinary wear and tear excepted and aside from any improvements made to such permanent portions of the demised premises as further specified below). Failure to do so will leave Lessee responsible to Lessor for correction of any deficiencies even after termination of this lease.

Any improvements made to permanent portions of the demised premises, including but not limited to floor and wall coverings, installation of additional lighting fixtures (as specified in Section LEASEHOLD MODIFICATIONS AND/OR IMPROVEMENTS, Subsection b) and any required expansion of the fire alarm system within the demised premises shall be deemed permanent improvements and as such may not be removed by Lessee at the termination of the lease, unless requested by Lessor.

17. REPAIRS AND MAINTENANCE

Lessee shall keep the Premises and appurtenances thereto in a clean, sightly, healthy and pest-free condition (see also Section PEST CONTROL) and in good repair, all according to the statutes and ordinances in such cases made and provided, and the directions of public officers thereunto duly authorized, all at his own expense, and shall yield the same back to Lessor upon the termination of this lease, whether such termination shall occur by expiration of the term, or in any other manner whatsoever, in the same condition of cleanliness, repair and sightliness as at the date of the execution hereof: loss by fire and reasonable wear and tear excepted. Lessee shall keep the sidewalk in front of Premises and their respective area of the utility courtyard adjacent to Premises in a clean, sightly, healthy and pest-free condition. Lessee shall be responsible for any and all maintenance, repair and replacement of any part of the Premises, inside or outside with the exception of Lessor's responsibilities for the structural elements noted below, as well as all equipment and fixtures associated with the Premises and shall replace all equipment and fixtures associated with the Premises with equipment and material of the same size and quality as that broken. If, however, the Premises shall not thus be kept in good repair and in a clean, sightly and healthy condition by Lessee, as aforesaid, Lessor may enter the same, himself or by his agents, servants or employees, without such entering causing or constituting a termination of this lease or an interference with the possession of the Premises by Lessee, and Lessor may replace the same in the same condition of repair, sightliness, healthiness and cleanliness as existed at the date of execution hereof, and Lessee agrees to pay Lessor, in addition to the rent hereby reserved, the expenses of Lessor in thus replacing the Premises in that condition.

Lessee is responsible for the ordinary maintenance of the demised premises and its equipment. Such ordinary maintenance shall include, but not be limited to, the following:

- a) repair or replacement of all food-service related equipment including, but not limited to, the walk-in cooler, all food-related sinks and the grease trap;
- b) necessary repair or replacement of removable light fixture components, such as light bulbs, light globes and/or shades, and track light attachments;
- c) repair or replacement of gaskets or washers on leaking water pipes or faucets at or under all sinks, at the water supply tube of the bathroom toilet, and at exposed junctions of hot water pipes to the radiators within the demised premises;
- d) repair or replacement of faulty parts inside the bathroom toilet tank;
- e) repair or replacement of simple light switches or electrical outlets which may become defective through routine use;
- f) cleaning and maintaining interior walls, ceilings, floors and/or floor coverings, stairs and/or stair coverings, and all doors and doorways of the demised premises at regular intervals (further details below);
- g) general cleaning of areas outside the demised premises which Lessee and their customers access during the normal course of Lessee's business;
- h) if outdoor seating is made available to customers as allowed by Village of Hinsdale and with Lessor's prior written consent, Lessee shall take particular care to clean of areas involved so that no solid or liquid food residues remain which would be unsightly and attracts pests particularly at night; and
- i) snow removal & general cleaning of common areas.

Exceptions to the aforementioned are as follows:

a) Lessor shall be responsible for maintenance and repair of the structural elements of the Premises, including the Premises' exterior walls, roof and foundations, and all structural repairs except if damage is caused by Lessee. If replacement of the roof is required, Lessor will be responsible. Lessor assures Lessee that the condition of the Premises at the outset of this Lease is in compliance with all local codes. Lessee shall notify Lessor immediately of any indication, such as water infiltration noticeable from within Premises, that roof or other exterior portion of Premises requires repairs.

b) Lessor shall be responsible for initial inspection and initial repairs, if any, of the heating furnace and air conditioning (AC) system: thereafter, Lessee shall be responsible for annual inspection and maintenance of the heating furnace and air conditioning (AC) system. In the event that the heating furnace or air conditioning system shall require repairs, Lessee shall pay for such repairs up to an annual maximum of \$500.00. Repair costs in excess

of \$500.00 annually shall be paid by Lessor. In the event that the system needs to be replaced, Lessor shall pay for such replacement. However, Lessor's liability for repair and/or replacement of the system shall be conditional on Lessee's regular performance of the aforementioned annual inspection and maintenance of the heating furnace and air conditioning system. Failure of Lessee to perform said maintenance shall void Lessor's responsibility to pay for any necessary repairs and/or replacement of the system.

It is further agreed that upon termination of this lease, Lessee shall return the Premises and its associated equipment and fixtures to Lessor in good condition and good working order. Failure to do so will leave Lessee responsible to Lessor for correction of any deficiencies even after termination of this lease.

Lessor represents and warrants to Lessee that the condition of the Premises at the outset of this Lease is in good structural repair and in compliance with all local building, safety, fire, sprinkler and other code requirements.

18. PEST CONTROL

Lessee is required to initiate and maintain an absolutely effective pest control program at Lessee's own expense within the leased Premises, in their respective garbage disposal area of the utility courtyard adjacent to Premises and for the sidewalk in front of Premises if necessary, from the date Lessor delivers possession of the leased Premises to Lessee. If, however, Lessee's pest control efforts are not absolutely effective, Lessor or his agents, servants or employees may take whatever steps necessary to control pests in and around Premises without such actions causing or constituting a termination of this lease or an interference with the possession of the Premises by Lessee, and Lessee agrees to pay Lessor, in addition to the rent hereby reserved, the expenses of Lessor in such pest control efforts.

19. NOISE CONTROL

Lessee shall be responsible for preventing excessive noise, such as loud music, from disturbing other tenants of Lessor. Lessee shall be reasonably responsible for preventing objectionable mechanical noises and vibrations emanating from equipment installed by Lessee in and around Premises. Lessee shall also inform their contractors to take reasonable care to not disturb other tenants of Lessor, such as disturbing residential tenants of Lessor at night by delivery trucks remaining parked with motors running.

20. STORAGE

Lessee shall not store items within the Premises which violate any applicable existing fire codes. Lessee shall be able to store items in the basement areas on either side of the utility meters area, in the enclosed bathroom on the one side and in the open area on the other side of the utility meters area. The enclosed area immediately under main stairway into basement is for the exclusive use of the 7 West First Street upstairs tenant. Lessee shall not store items in areas other than assigned areas, such as in basement hallways or utility areas. Basement is protected with fire alarm sensors and Lessee shall exercise same care discussed above with respect to the fire alarm system in the basement areas accessible by Lessee.

21. RESTRICTIONS (SIGNS, ALTERATIONS, FIXTURES)

Lessee shall not attach, affix or exhibit or permit to be attached, affixed or exhibited, except by Lessor or his agent, any articles of permanent character or any sign, attached or detached, with any writing or printing thereon, to any window, floor, ceiling, door or wall in any place in or about the Premises, or upon any of the appurtenances thereto, without in each case the written consent of Lessor first had and obtained, which consent shall not be unreasonably withheld, and as allowed by Village of Hinsdale; and shall not commit or suffer any waste in or about said Premises; and shall make no changes or alterations in the Premises by the erection of partitions or the papering of walls, or otherwise, without the consent in writing of Lessor; and in case Lessee shall affix additional locks or bolts on doors or windows, or shall place in the Premises lighting fixtures or any fixtures of any kind, without the consent of Lessor first had and obtained, such locks, bolts and fixtures shall remain for the benefit of Lessor, and without expense of removal or maintenance to Lessor. Lessor shall have the privilege of retaining the same if he desires. If he does not desire to retain the same, he may remove and store the same, and Lessee agrees to pay the expense of removal and storage thereof. The provisions of this paragraph shall not however apply to Lessee's trade fixtures, equipment and movable furniture.

22. ODOR CONTROL

Lessee shall be responsible for preventing any reasonably objectionable odors from emanating from the demised premises. If such odors should cause complaints from adjacent tenants within the building, or be deemed objectionable by Lessor, Lessee shall take immediate steps to eliminate such odors and cease causing them. Lessor shall be responsible for preventing any reasonably objectionable odors from emanating from other tenants into the demised premises, and shall take immediate steps to prevent such odors.

23. ACCESS TO PREMISES

Lessee shall allow Lessor or any person authorized by Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any repairs or alterations thereof which Lessor may see fit to make, and Lessee will allow Lessor to have placed upon the Premises at all times notices of "For Sale" and "For Rent", and Lessee will not interfere with the same. Lessor will have keys to Lessee's premises and may enter in case of an issue or condition Lessor believes could require immediate attention provided that Lessor will inform Lessee of having entered when Lessee was not present.

24. FIRE AND CASUALTY

In case the Premises shall be rendered untenable by fire, explosion or other casualty, Lessor may, at his option, terminate this lease or repair the Premises within sixty days. If Lessor does not repair the Premises within said time, or the building containing the Premises shall have been wholly destroyed, the term hereby created shall cease and terminate.

25. TERMINATION; HOLDING OVER

At the termination of the term of this lease, by lapse of time or otherwise, Lessee will yield up immediate possession of the Premises to Lessor, in good condition and repair, loss by fire excepted, and will return the keys therefor in person to Lessor or Lessor's assigned agent. If Lessee retains possession without prior consent of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then Lessee shall pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee in addition to a daily rental of one hundred dollars (\$150) per day, for the time Lessee remains in possession. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall receipt of any rent or any other act in apparent affirmation of tenancy operate as a waiver of the right to terminate this lease for a breach of any of the covenants herein.

26. LESSOR'S REMEDIES

In case of the non-payment of the rent reserved hereby, or any part thereof, or of the breach of any covenant in this lease contained, if the Lessor so elects, but not otherwise, and with written notice of such election to Lessee, this lease shall terminate, and upon the termination or Lessee's right of possession, as aforesaid, whether this lease be terminated or not, Lessee agrees to surrender possession of the Premises immediately, and hereby grants to Lessor full and free license to enter into and upon the Premises or any part thereof, to take possession thereof process of law, and to so expel and to remove Lessee or any other person who may be occupying the Premises or any part thereof, and Lessor may re-possess himself of the Premises as of his former estate, but such entry of the Premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue thereof, nor a waiver of any covenant, agreement or promise in this lease contained, to be performed by Lessee. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of rights right hereby given Lessor, or as an election not to proceed under the provisions of this lease.

27. RIGHT TO RELET

If Lessee's right to the possession of the Premises shall be terminated as provided under this lease, the Premises, or any part thereof, may, but need not (except as provided by Illinois statute), be relet by Lessor, for the account and benefit of Lessee, for such rent and upon such terms and to such person or persons and for such period or periods as may seem fit to the Lessor, but Lessor shall not be required to accept or receive any tenant offered by Lessee, and if a sufficient sum shall not be received from such reletting to satisfy the rent hereby reserved, after paying the expenses of reletting and collection, including commissions to agents, and including also expenses of redecorating. Lessee agrees to pay and

satisfy all deficiency; but the acceptance of a tenant by Lessor, in place of Lessee, shall not operate as a cancellation hereof, nor to release Lessee from the performance of any covenant, promise or agreement herein contained, and performance by any substituted tenant by the payment of rent, or otherwise, shall constitute only satisfaction pro tanto of the obligations of Lessee arising hereunder. Notwithstanding anything in this lease to the contrary, Lessor shall at all times be obligated to mitigate its damages in accordance with Illinois law.

28. COSTS AND FEES

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other costs and expenses of litigation from the other party, which amounts may be set by the court in the trial of such action or may be enforced in a separate action brought for that purpose, and which amounts shall be in addition to any other relief which may be awarded.

29. LESSOR'S LIEN

Lessor shall have a first lien upon the leasehold interest of Lessee under this lease, to secure the payment of all moneys due under this lease, which lien may be foreclosed in equity at any time when money is overdue under this lease; and the Lessor shall be entitled to name a receiver of said leasehold interest, to be appointed in any such foreclosure proceeding, who shall take possession of said premises and who may relet the same under the orders of the court appointing him. Nothing in this lease shall be deemed to grant Lessor a security interest, lien, or other encumbrance in Lessee's personal property, whether located at the premises or elsewhere.

30. REMOVAL OF OTHER LIENS

In event any lien upon Lessor's title results from any act or neglect of Lessee, and Lessee fails to remove said lien within ten days after Lessor's notice to do so, Lessor may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof, and Lessee shall pay Lessor upon request the amount paid out by Lessor in such behalf, including Lessor's costs, expenses and counsel fees.

31. REMEDIES NOT EXCLUSIVE

The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the Premises. The Lessor may collect and receive any rent due from Lessee, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

32. NOTICES

All notices and other communications hereunder shall be in writing and shall be delivered personally or shall be sent by prepaid certified mail or a nationally-recognized, overnight courier service and addressed to the addresses as shown below. Any notice in accordance herewith shall be deemed received when delivery is received or refused, as the case may be. Either party may change its address for notice by giving notice thereof to the other party.

If to Lessee: Sfizzzeria, Inc. 213 Coe Rd. Clarendon Hills, IL. 60514	with a copy to: Kenneth Kaiser 502 N. Plum Grove Rd. #D Palatine, IL. 60067
If to Lessor: Armando Cesarini 54 S. Washington St., Suite 4	with a copy to: Krauskopf Kauffman, P.C. 414 N. Orleans St., Suite 210

Hinsdale, IL 60521

Chicago, IL 60654
Attention: Kurt Kauffman

33. MISCELLANEOUS

- a) Provisions typed on this lease and all riders attached to this lease and signed by Lessor and Lessee are hereby made a part of this lease.
- b) Lessee shall keep and observe such reasonable rules and regulations now or hereafter required by Lessor, which may be necessary for the proper and orderly care of the building of which the Premises are a part.
- c) All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and their respective heirs, legal representatives, successors and assigns.
- d) The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.
- e) Both Lessor and Lessee participated in the negotiation and drafting of this Lease through their own legal counsel. Every covenant, term, and provision of this Lease shall be construed simply according to its fair meaning and not strictly for or against any party (notwithstanding any presumption that it should be strictly construed against the drafting party).

34. SEVERABILITY

If any clause, phrase, provision or portion of this lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

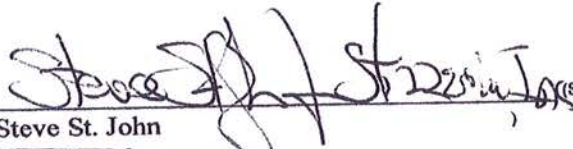
WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

LESSEE:

Sfizzeria, Inc.

LESSORS:

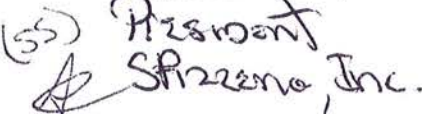
The Amelia Cesarini Family Trust and
The Cesarini Family Trust

By:  (SEAL)

Steve St. John
~~Business Manager~~
MNL Distributors, LLC

By:  (SEAL)

Armando Cesarini,
Trustee / Property Manager
The Amelia Cesarini Family Trust &
The Cesarini Family Trust

(55) 
Sfizzeria, Inc.

FORM **BCA 15.15**
CORPORATE FAX TRANSMITTAL REQUEST
FORM FOR CERTIFICATES OF GOOD STANDING
AND/OR COPIES OF DOCUMENT
 Illinois Business Corporation Act

Secretary of State
 Department of Business Services
 Corporations Division
 501 S. Second St., Rm. 350
 Springfield, IL 62756
 www.cyberdriveillinois.com

FAX: 217-524-8281

25150

File #: 7136 8831 Date: _____ Approved: _____

1. Corporation Name: ALTAMIRA PIZZA INC. f/k/a SEZZERIA INC.

2. Secretary of State File Number: 7136 8831 8 digits

Request for:

- ☐ Expedited Certificate of Good Standing \$45
☒ Expedited Certified Copy of Articles of Incorporation and all amendments \$75
☐ Expedited Certified Copy of Other Document (set forth below) \$75

ARTICLES of INCORPORATION
 Name of Document

7/19/17
 Date Filed

In addition to the above fees, an additional payment processor fee is charged when paying by credit card (minimum \$1).

3. Credit Card (SELECT ONE):

- ☐ Visa
☒ Mastercard
☐ Discover
☐ American Express

Kenneth E. Kaiser
 Name as it appears on card

Account Number: [REDACTED] 5750 Exp. Date: 7/13 Security Code: 259 (3 on back; AMEX-4 on front)

4. Name and Daytime Phone Number of Contact Person:

Kenneth Kaiser
 Name

847-951-5110
 Telephone Number

5. Shipment method (SELECT ONE):

- ☐ Regular Mail (Complete item 6a.)
☐ United Parcel Service (Complete item 6a & 6b.)
☒ Email (Complete item 6c.)

6a. Send to: _____
 First Name Middle Name Last Name

 Number Street Apt./Ste./#

 City State ZIP

6b. UPS Account Number: _____
 Account Number Account ZIP

6c. Email address: KAISER164@AOL.COM

Expedited requests will be sent out within 24 hours via the above selected method.

FORM **BCA 2.10**
ARTICLES OF INCORPORATION
Business Corporation Act

Filing Fee: \$150
Franchise Tax: \$ 25
Total: \$175

File #: 71368831

Approved By: MAJ

FILED
JUL 19 2017
Jesse White
Secretary of State

1. Corporate Name: SFIZZERIA, INC.

2. Initial Registered Agent: STEVE ST. JOHN
First Name Middle Initial Last Name
Initial Registered Office: [REDACTED]
Number Street Suite No. **DU PAGE**
[REDACTED] **County**
City ZIP Code

3. Purposes for which the Corporation is Organized:
The transaction of any or all lawful businesses for which corporations may be incorporated under the Illinois Business Corporation Act.

4. Authorized Shares, Issued Shares and Consideration Received:

Class	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
COMMON	1000	1000	\$ 1000

NAME & ADDRESS OF INCORPORATOR

5. The undersigned incorporator hereby declares, under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated JULY 19 2017 502 N. PLUM GROVE RD.
Month & Day Year Street
KENNETH KAISER PALATINE IL 60067
Name City/Town State ZIP Code

FORM **BCA 10.30**
ARTICLES OF AMENDMENT
Business Corporation Act

Secretary of State
Department of Business Services
Springfield, IL 62756

File # 7136-883-1

Approved: MJE

Filing Fee: \$50

FILED

Sep 07, 2017

Jesse White
Secretary of State

1. Corporate Name:

SFIZZERIA, INC.

2. Manner of Adoption of Amendment:

The following amendment to the Articles of Incorporation was adopted on Sep 06, 2017
in the manner indicated below: Month & Day Year

- ☐ By the shareholders, in accordance with Section 10.20, a resolution of the board of directors having been duly adopted and submitted to the shareholders. At a meeting of shareholders, not less than the minimum number of votes required by statute and by the Articles of Incorporation were voted in favor of the amendment.
- ☐ By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by shareholders having not less than the minimum number of votes required by statute and by the Articles of Incorporation. Shareholders who have not consented in writing have been given notice in accordance with Section 7.10.
- ☒ By the shareholders, in accordance with Section 10.20, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by all the shareholders entitled to vote on this amendment.

3. Text of Amendment:

When amendment effects a name change, insert the New Corporate Name below.

Article I: Name of the Corporation:

ALTAMURA PIZZA INC.

4. The undersigned Corporation has caused these Articles to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct.

Dated Sep 07, 2017
Month & Day Year

Exact Name of the Corporation:

SFIZZERIA, INC.

CARMELA ST. JOHN
Authorized Officer's Signature

PRESIDENT
Title



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

ATTACHED HERETO IS A TRUE AND CORRECT COPY, CONSISTING OF 2 PAGE(S), AS TAKEN FROM THE ORIGINAL ON FILE IN THIS OFFICE FOR ALTAMURA PIZZA INC..



**In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 5TH
day of JUNE A.D. 2019 .**

Jesse White

SECRETARY OF STATE

BIO's

Steve ST. John

Graduate Hinsdale Central, BA U of I, taught at Hinsdale Middle school, Director of business development and training for Realty World, Int.

Corporate training and consulting. Founder NTP Training and Consulting, Clarendon Hills 1981.

Management and leadership training, coaching and consulting for a diverse set of clients including hospitality, entertainment, retail, and food services.

2013 to present: Management and customer service training for GP Strategies.

2017 to present: Co-owner MNL Distributors and Altamura Pizza.

Carmela St John

1st generation Italian. Childhood in Matera/ Altamura Italy

Graduate of Holy Trinity. BA. Olivette, Nazarene University,

Asst. to Director of human resources Dominick's Finer Foods

Recruitment specialist-Brilliant Staffing.

Co-Owner Altamura Pizza, Inc. Hinsdale, IL. 2017- present

Clare Sullivan

Graduate Hinsdale Central

BA degree Washington State University

Bartender Pullman, Washington 2 years

Asst. Mgr Ace Hardware. 1 year

Asst. Mgr Altamura Pizza 2 years

Bassett certified - Illinois

Nic Schroeder

Graduate from Lyons Township HS

Currently part time student at College of DuPage

Has worked in food services for 6 years. Asst mgr Texas Roadhouse, Countryside 4 yrs

Currently Asst mgr at Altamura Pizza Hinsdale, is Bassett certified- Illinois.

Sworn Affidavit

The State of Illinois

County of DuPage

I Brian King, Chief of Police, Hinsdale Police Department, DuPage County Illinois, DO SOLEMNLY DECLARE THAT:

I have reviewed the background investigations conducted on Nicholas Schroeder, Stephen St John, Clare Sullivan and Carmela St John, applicants for a liquor license at Altamura, 9 W. First Street. There is nothing related to background that would preclude them from obtaining a Liquor license with the Village of Hinsdale. We did not discover any issues or concerns.

All statements made are true to the best of my knowledge.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 23rd day of OCT, 2023

STATE OF ILLINOIS

COUNTY OF DuPage

SUBSCRIBED AND SWORN TO BEFORE ME, on the 23rd
day of October 2023

Signature [Signature] (Seal)

NOTARY PUBLIC

My Commission expires: 12/01/2023

[Signature]
(Signature)

BRIAN KING
(Name)



VISIT
ILLINOISBASSET.COM



CERTIFICATE

PRESENTED TO

Name:

Carmela StJohn

Date issued:

18 Oct 2023

Student Number: 146667 -

6786772644

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Trainer#
5A-1135096

TAP SERIES, LLC

Certificate Of Achievement

This is hereby certified that on **09/25/2023**

Clare Sullivan

*having successfully completed
the course of study*

BASSET ALCOHOL TRAINING

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This certificate is only valid for the person printed above.
This certificate expires on 09/25/2026

Sandra Kovach

Sandra Kovach, Managing Member

IA19687

Rose Lise Obetz
Rose Obetz, PhD.

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BASSET ALCOHOL TRAINING

Name: **Clare Sullivan**

Date: **09/25/2023**

Number: **IA19687**



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CERTIFICATE

PRESENTED TO

Name:

Nicolas Schroeder

Date issued:

5 Oct 2023

Student Number: 146667 -

7088690112

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Trainer#
5A-1135096

TAP SERIES, LLC

Certificate Of Achievement

This is hereby certified that on **10/19/2023**

Stephen St John

*having successfully completed
the course of study*

BASSET ALCOHOL TRAINING

Series®

This certificate is only valid for the person printed above.
This certificate expires on 10/19/2026

Sandra Kovach

Sandra Kovach, Managing Member

IA20823

Rose Lise Obetz
Rose Obetz, PhD.

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BASSET ALCOHOL TRAINING

Name: **Stephen St John**

Date: **10/19/2023**

Number: **IA20823**

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11/7/23

Altamura Pizza- Hinsdale

Plan for alcohol

Our restaurant business model is a little different than most.

We are a small (750sf) shop specializing in pizza and other products imported from the Puglia region of Italy. As a result we are known as a retail and take and bake shop.

Our name, Altamura, is in fact the name of the town where my wife grew up in Italy and home to her family. Altamura is famous for their bread. Our bread products (pizza crust, flatbread, ciabatta bread) are all hand made in Italy, flash frozen and then shipped to us.

We predominantly serve take and bake pizza and pasta dishes. We do have two ovens and do prepare some pizzas and meals for people to dine-in, however, this is almost always in the months from April to October when they can dine-in at our outdoor sidewalk seating area.

Our pizzas, pastas and salads and take-home dinners are typically consumed by adults more than children. This can explain why, since our opening, our clients have asked for wine or other alcoholic beverages with their dinners.

Our plan is to provide take out package goods with wines from the Puglia region or a small vineyard in Napa valley. Products not typically found around here. We will also have some beer offerings as well as 2 or 3 cordials (like limoncello, Cinar or Padre Peppe)

For dine-in we will serve mostly wine by the glass, however, we will also serve seasonal drinks by the glass, beer in small bottles and limoncello cocktails.

My wife, myself and our two managers will all be trained in alcoholic management. I was a professional trainer for over 30 years and we will be sure our entire staff, as well as new hires, will be trained in the importance of proper alcohol management.

Operationally a good reference point would be to think of us like a Chipotle. For dine-in we will not have servers. Customers will place their order, take their beverages and wait for their orders to come up. For take and bake, they may have called in their order or place it when they arrive. We will take the order and fulfill it.

Alcohol Management Program

1. NO ONE shall be served any beverage containing any form of alcohol without proper identification.
2. Any staff member who resolutely disregards this policy will be terminated promptly
3. Any staff who carelessly serves a minor or an inebriated person will be reprimanded and advised of the appropriate administrative procedure and terminated in the event of a second infringement of this approach.
4. Staff shall always ask for identification from anyone requesting an alcoholic drink for anyone who does not appear to be older than 30 years of age.
5. Staff will be coached on how to exercise judgment regarding the behavior of a minor attempting to purchase alcohol.

Staff Training

1. Altamura Pizza management encourages employees to be trained efficiently and effectively for their job and continue to update their skills as the industry progresses.
2. Altamura Pizza management ensures all employees are trained in the Alcohol Management Program.
3. Altamura Pizza employees have signed this program and agree to abide by its contents.
4. A register is kept by Altamura Pizza to ensure all employees have read and understood this policy and program.
5. A regular employee meeting headed by the Altamura Pizza management is being held to ensure staff are kept informed of changes within the industry. Records are kept of all meetings including attendance.
6. Staffing levels behind the counter will be monitored by Altamura Pizza heads at all times to ensure responsible service of alcohol is enforced and to clear empty cans, bottles and glasses to ensure a safe environment for all customers.

Responsible Employee Practices

Outlined herein are simple guidelines when serving alcohol and prevent serving the guest alcohol beverages which he or she is not allowed to. It is also essential that the manager be aware of any potential situation where he or she believes there is a chance of over-serving a guest.

1. No representative will serve a mixed alcoholic refreshment to any individual under 21 years old or to any individual who is unmistakably inebriated.
2. With specific end goal to be served a mixed alcoholic refreshment, any visitor or customer of Altamura Pizza who is obviously 21 years old or older is required to display

documentation that shows him or her to be 21 years old or older. Worthy documentation required by all staff or worker of Altamura Pizza may be any government-issued valid identification with photograph or photograph distinguishing proof and demonstrating the date of birth.

A. The staff or worker of Altamura Pizza will check the recognizable proof to discover that it is genuine. The supervisor ought to be educated if there is any appearance or falsification or alteration.

B. Without genuine distinguishing proof, or in the event of uncertainty, the staff or worker of the Altamura Pizza will deny assistance of mixed alcoholic drinks to the customer.

3. It is the staff or worker's duty to inform the Manager promptly when a customer shows visible hints of unmistakable inebriation. The Manager will then educate the customer of the Altamura Pizza signs of unmistakable inebriation. The Manager will then educate the customer of Altamura Pizza that further administration of mixed alcoholic drinks is not any more legitimate and recommend an alternative refreshment.

4. Any customer of Altamura Pizza hinting at obvious inebriation should be asked to utilize the elective transportation provided by the Altamura Pizza. In the event that with solid asking, the customer cannot, a sensible endeavor ought to be made to get the keys to his or her auto. In the event that, in spite of these endeavors, the inebriated customer of Altamura Pizza leaves in his or her auto, the tag number ought to be noted and the suitable law requirement authorities ought to be advised.

5. Subsequent to denying assistance to any customer, the employees of Altamura Pizza will take note of the appearance and dress of the individual included.

6. Get a form from the Manager filled out and documented in the logbook.

7. No employee or staff of Altamura Pizza will "free pour". All alcohol will be appropriated in estimated amounts.

8. No employee or staff of Altamura Pizza will serve more than one toast to a visitor at one time.

9. No employee or staff of Altamura Pizza will serve several beverages to a customer during a short interim.

10. All employees and staff of Altamura Pizza who serve mixed alcoholic drinks will take interest in an assigned liquor mindfulness preparedness program within 2 months of starting work at the Altamura Pizza.

11. No employee or staff of Altamura Pizza will serve a mixed alcoholic drink to any individual who is inebriated.

12. No employee or staff of Altamura Pizza will serve mixed alcoholic drinks to anybody to the point of inebriation.

13. It is the employee or staff of Altamura Pizza's obligation to tell the Manager when a customer shows visible hints at any inebriation or is asking for mixed alcoholic drinks over the point of confinement or mindful refreshment benefit.

14. All employees or staff of Altamura Pizza are committed to advise law implementation experts when mediation endeavors come up short.

15. No employee or staff of Altamura Pizza will drink mixed alcoholic refreshments while working.

Proposed alcohol sales plan

Since we are predominantly a take-out/retail type of business we expect most of our sales will be generated as bottle /package sales. We will feature wines and cordials unique to the Puglia region of Italy, some California wines, as well as some specialty beers.

The beers and white wines will be displayed in one section of our grab n go glass door cooler, while the red wines will be displayed in a retail section by our long display counter.

Extra stock will be in a locked case in our basement storage area.

We will also be set up to serve by the glass. Although we do have a small table inside, we anticipate liquor consumption on premises will be almost exclusively during the warmer months, April to October, when we have outside seating available.

When customers purchase alcohol to be consumed on premises, there will be no servers. The customer will make their food & drink purchase at the counter and then take them to where they are sitting.

White and red wines after opening will be recorked, air removed and stored in cooler for a period not to exceed one week.

Goals

For all events and dining in Altamura Pizza, regardless of the presence of alcohol, Altamura Pizza strive to achieve the following goals:

1. Altamura Pizza helps protect the health of the guests as well as their employees.
2. Altamura Pizza diligently comply with the policies on alcohol management and federal, state and local laws.
3. Altamura Pizza respects the rights of all individuals and respects the property of others.
4. Altamura Pizza empowers and encourages the guests to assume an active role in the planning and management of social events.
5. Altamura Pizza provides an enjoyable atmosphere conducive to positive social interaction.
6. Altamura Pizza presents a model of responsible alcohol use when alcohol is present.

REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: First Reading – ACA
SUBJECT: 2024 Annual Budget
MEETING DATE: November 21, 2023
FROM: Carrie Dittman, Assistant Village Manager/Director of Finance
Alison Brothen, Finance Director

Recommended Motion

Approve the Proposed 2024 Annual Budget that includes the Proposed 2024 - 2028 Capital Improvement Program (CIP), the Proposed 2024 Master Infrastructure Program (MIP) and the Proposed General Fund and Water/Sewer Fund Reserve Policy.

Background

The Draft 2024 Budget was developed using revenue and expense projections, including capital expenses, that have been prepared by Village Staff.

Discussion & Recommendation

The Village Board has received 2024 Proposed Annual Budget binders. Included in this binder are the following:

- Proposed 2024 Annual Operating Budget
- Proposed 2024-2028 Capital Improvement Program (CIP) (begins after pg. 129)
- Proposed 2024 Master Infrastructure Program (MIP) (pgs. 111-112)*
- Proposed General Fund and Water/Sewer Fund Reserve Policy (pgs. a-c preceding Operating Budget)

*2024 is the final year of the 15-year program.

These documents were developed by staff and reviewed by President Cauley, Trustees Posthuma and Byrnes and Finance Chair Waldo and Finance Commissioner Elder, and will be published on the Village's website.

Budget Impact

The 2024 Annual Budget will be the financial plan that the Village operates under for 2024. The 2024 Annual Budget will also form the basis for the Appropriations Ordinance, which must be adopted during the first quarter of the new fiscal year and establishes the legal spending authority of the Village.

Village Board and/or Committee Action

The proposed items will be brought before the Village Board for consideration on Tuesday, November 21st as a First Reading with formal adoption occurring at the Tuesday, December 12th Village Board meeting.

Documents Attached

2024 Annual Proposed Budget binders were previously distributed.



REQUEST FOR BOARD ACTION

Administration

AGENDA SECTION: First Reading – ACA

SUBJECT: Agreement with JLD Consulting Group, LLC

MEETING DATE: November 21, 2023

FROM: Andrianna Peterson, Assistant Village Manager

Recommended Motion

Approve an agreement with JLD Consulting Group, LLC to provide lobbying services through the end of December 2024 at a cost not to exceed \$66,000.

Background

JLD Consulting Group, LLC provides lobbying services related to the Tollway expansion project and other matters as needed. The Village has contracted with JLD Consulting since 2021. The most recent agreement with the JLD Consulting Group will expire on December 31, 2023. The proposed extension to the agreement would be under the same terms and would include services for a twelve-month period from January 1, 2024 through December 31, 2024.

The agreement allows either party to terminate the agreement with 30-day notice.

Discussion & Recommendation

The Village continues to negotiate several issues with the Tollway, many of which are related to the Hinsdale Oasis. Staff recommends approval to enter into the proposed agreement with JLD Consulting from January 1, 2024 through December 31, 2024 at a cost of \$66,000 (\$5,500 x 12 months).

Budget Impact

The proposed CY 2024 budget provides adequate funding for this expense.

Village Board and/or Committee Action

Documents Attached

1. Agreement with JLD Consulting Group, LLC

JLD
JLD CONSULTING GROUP, LLC

220 N. Green St.
Chicago, Illinois 60607
312.600.4007 (Direct)
312.600.4007 (Fax)
jd@jldgrp.com

Via Email Transmission:

Kathleen Gargano
Village Manager
Village of Hinsdale
19 E. Chicago Ave.
Hinsdale, IL 60521

Re: ***Government Relation Services and Strategic Consulting***

Dear Ms. Gargano:

Please allow this correspondence to serve as a proposal, which if its terms are agreeable, will act as a Retainer Agreement between the **Village of Hinsdale (“Village of Hinsdale”)** and **JLD Consulting Group, LLC (“JLD CONSULTING GROUP, LLC”)** regarding the above-referenced matter. It is our practice to confirm with an engagement letter certain understandings regarding the manner in which JLD CONSULTING GROUP, LLC will perform and bill for our services.

This correspondence outlines the services JLD CONSULTING GROUP, LLC can provide “VILLAGE OF HINSDALE” with regard to Government Relations Services and Strategic Consulting. With a principal that has over a decade of governmental expertise at the highest level in Illinois, we have successfully navigated the interests of business and government on behalf of our clients, achieving results on the state, county and municipal level. We look at governmental consulting through a business lens and apply principles and advice that is a value creator for our clients.

The JLD CONSULTING GROUP, LLC members have experience with all phases of representation before governmental bodies. We blend this with strong business expertise to set us apart from our competitors. JLD CONSULTING GROUP, LLC will provide representation and assistance to you in this manner.

Statement of Work:

It is understood and agreed, pursuant to this agreement, that JLD Consulting Group, LLC shall provide the following services:

- Assist the Village of Hinsdale in continuing to strengthen, maintain, and further engage with members of the Illinois Legislature, Governors Office, and other State Governmental bodies and authorities.
- Support the Village of Hinsdale in crafting and messaging projects with the Illinois Toll Highway Authority.
- Work directly with the Illinois State Toll Highway Authority on projects that impact the Village of Hinsdale.
- Provide regular updates and reports as directed.
- Provide insight and strategy on any impactful legislation or policy proposals at the various levels of government
- Provide crisis management.
- Shall assist, advise, and consult with Village of Hinsdale on other matters as requested from time to time.

It is further understood and agreed that the scope of services to be rendered does not include the rendering of any legal services to, legal representation of or legal advice to VILLAGE OF HINSDALE. It is also understood and agreed that this Agreement is not contingent upon the outcome of any services rendered, including but not limited to the passage or defeat of any specific legislation, the final version or content of any legislation or the obtaining or failure to obtain any specific contract, job or grant. JLD Consulting Group, LLC, commits to using its best professional efforts at all times on behalf of VILLAGE OF HINSDALE, but cannot offer any promises or guarantees as to results.

JLD CONSULTING GROUP, LLC looks forward to working with you on this important endeavor.

Very truly yours,

JLD CONSULTING GROUP, LLC

John L. D'Alessandro, President

AGREEMENT

The following constitutes the Articles of Agreement between JLD Consulting Group, LLC (JLD CONSULTING GROUP, LLC), and Village of Hinsdale (CLIENT):

1. This Agreement shall begin January 1, 2024 and will continue until December 31, 2024 provided that either party may terminate the Agreement at any time upon thirty-days written notice.

2. Throughout the term of this Agreement, JLD CONSULTING GROUP, LLC shall perform all services as an independent contractor and not as an employee of CLIENT. As an independent contractor, it is understood and agreed that JLD CONSULTING GROUP, LLC shall perform services only at the direction of CLIENT or as CLIENT shall otherwise specify. JLD CONSULTING GROUP, LLC's primary contact on this matter shall be John D'Alessandro. CLIENT's primary contact shall be Kathleen Gargano.

3. It is understood and agreed, pursuant to this Agreement, that JLD CONSULTING GROUP, LLC shall provide the following services detailed under "Statement of Work".

It is further understood and agreed that the scope of services to be rendered pursuant to this paragraph 3 does not include the rendering of any legal services to, legal representation of or legal advice to CLIENT.

4. The manner in which the services are to be performed and the specific hours to be worked by JLD CONSULTING GROUP, LLC shall be determined by JLD CONSULTING GROUP, LLC. It is understood and agreed that CLIENT will rely on JLD CONSULTING GROUP, LLC to work as many hours as may reasonably be necessary to fulfill JLD CONSULTING GROUP, LLC's obligations under this Agreement.

5. The fee for the services provided by JLD CONSULTING GROUP, LLC and set forth in paragraph 3 of this Agreement shall be \$5,500 per month. JLD CONSULTING GROUP, LLC shall bill CLIENT monthly and CLIENT shall pay each monthly bill within 30 days of CLIENT's receipt of each such bill.

It is further understood and agreed that any and all monies paid by CLIENT to JLD CONSULTING GROUP, LLC shall not be made from any unallowable sources. By signing this Agreement, CLIENT certifies that none of the monies it will utilize to pay JLD CONSULTING GROUP, LLC for its services pursuant to this Agreement are or will be in violation of the provisions of: (1) Ill. Adm. Code, Title 89, Part 509, Section 509.20 *et seq.* (Allowable/Unallowable Costs); (2) any contracts, policies, rules or laws of the State of Illinois and any agencies and departments thereof; and (3) any federal laws, rules or regulations, if applicable.

It is also understood and agreed that any expenses incurred in providing services under this Agreement shall be borne by JLD CONSULTING GROUP, LLC unless prior approval for specified expenses is granted by CLIENT.

6. JLD CONSULTING GROUP, LLC shall comply with all applicable laws and regulations with respect to registration and other matters required by law if lobbying is required on behalf of the CLIENT. JLD CONSULTING GROUP, LLC shall conduct itself in providing services to CLIENT in compliance with the highest ethical standards.

7. It is understood and agreed that this Agreement is not contingent upon the outcome of any services rendered, including but not limited to the passage or defeat of any specific legislation, the final version or content of any legislation or the obtaining or failure to obtain any specific contract, job or grant. JLD CONSULTING GROUP, LLC commits to using

its best professional efforts at all times on behalf of CLIENT, but cannot offer any promises or guarantees as to results.

8. JLD CONSULTING GROUP, LLC's employees who perform services for CLIENT under this Agreement shall also be bound by the provisions of this Agreement.

9. In recognition of the unique rights and duties of the parties to this Agreement, the parties hereby waive any and all rights to transfer or assign the rights and duties of this Agreement.

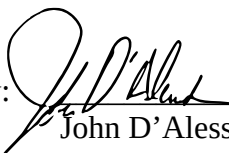
10. This Agreement contains the entire agreement of the parties with respect to the services to be rendered as stated in paragraph 3 and there exist no other promises or conditions in any other agreements, oral or written, with regard to the services to be provided as set forth in paragraph 3. This Agreement supersedes any prior written or oral agreements between the parties with respect to the services set out in paragraph 3.

11. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

12. This Agreement shall be governed by the law of the State of Illinois

If the terms and conditions set forth in this Agreement are acceptable, please make this a binding Agreement by signing where indicated and returning a copy to JLD CONSULTING GROUP, LLC either by mail or fax.

JLD CONSULTING GROUP, LLC

By: _____
John D' Alessandro, President

November 10, 2023

Page 6

Dated: 11-10-2023

By: _____

Kathleen Gargano, Village Manager

Dated: _____



AGENDA ITEM # 7m
REQUEST FOR BOARD ACTION

Administration

AGENDA SECTION: First Reading – ACA

SUBJECT: 2024 Seasonal Pay Plan, 1/1/24 – 12/31/24

MEETING DATE: November 21, 2023

FROM: Mike Hayes, Superintendent of Parks & Recreation
Tracy McLaughlin, Human Resources Director

Recommended Motion

Approve the 2024 Seasonal Pay plan to include the period January 1, 2024 – December 31, 2024.

Background

On a regular basis, staff researches comparable market rates and recommends wage rates to remain competitive in the market to attract and retain talent to provide services.

Discussion & Recommendation

In May 2023, the Village Board approved the 2023 Seasonal Pay Plan, which remained largely unchanged from 2023. The Seasonal Pay Plan includes staffing for the Hinsdale Community Pool and seasonal interns in various departments. In May, staff indicated upon the conclusion of the 2023 pool season, staff would be researching area pool staffing to provide a recommendation for the 2024 Seasonal Pay Plan.

Annually, Parks and Recreation staff hires approximately 80 Cashiers, Lifeguards, Pool Managers and Aquatics Coordinators to operate the Hinsdale Community Swimming Pool. This past summer, these employees worked a total of 13,674 hours. Recruitment for the upcoming pool season begins in January, including soliciting former staff to return. Each year, approximately 50% of our staff return from the previous year and 50% are newly hired.

Summer 2023 saw a breakdown of hours worked per job role as follows:

Position	Starting 2023 Rate	2023 Hours Worked
Cashier	\$14.00 / hour	1,432
Head Lifeguard / Lifeguard	\$16.00 / \$15.00 / hour	9,824
Pool Manager	\$17.00 / hour	1,798
Aquatics Coordinator	\$21.00 / hour	620

Last month, a survey was sent to area municipalities and park districts operating a community pool. Survey data reflects a very competitive starting wage rate for a Lifeguard is \$15.50 - \$16.00 per hour. Several nearby pools are offering competitive starting rates of pay for Lifeguards as indicated below:

Municipality	Life Guard Starting Wage Rate – no experience
Clarendon Hills Park District	\$16.00 / hour
Elmhurst Park District	\$16.00 / hour
Oak Brook Park District	\$15.00 / hour
Westchester Park District	\$15.50 / hour

Moving forward, the Hinsdale Community Pool will staff the Pool Manager and Aquatic Coordinators roles with mature, responsible individuals with years of experience managing aquatics programs or leading staff / students. This will require an increase in the hourly rate for these positions to attract and retain experienced individuals. The Head Lifeguard and Head Cashier positions will not be filled in 2024 but rather the hours will be allocated to the Aquatic Coordinator role.

Recommended rates and projected hours for the positions to be filled in 2024 are as follows:

Position	2023 Rate	Recommended 2024 Rate	Projected 2024 Hours
Cashier	\$14.00 / hour	\$14.00	1,432
Lifeguard	\$15.00 / hour	\$15.50 – first year Lifeguard \$16.00 – one or more year(s) as certified Lifeguard	First-Year: 4,574 One or More years of experience: 4,574
Pool Manager	\$17.00 / hour	\$18.00 / hour	1,600
Aquatics Coordinator	\$21.00 / hour	\$23.00 / hour	680

Budget Impact

The wage rates outlined above are within budget and competitive to attract and retain staff.

Village Board and/or Committee Action

No previous action or discussion on this item.

Documents Attached

1. 2024 Seasonal Pay Plan

VILLAGE OF HINSDALE

DRAFT - 2024 PAY SCALE - effective 1/1/24 - 12/31/24

SEASONAL EMPLOYEES

Department	Title	Hourly Rate
Public Services	Seasonal Worker	\$15 - \$22 DOQ
Parks & Recreation	Cashier	\$14.00
	Head Cashier	\$16.00
	Lifeguard - first year	\$15.50
	Lifeguard - one or more years certified	\$16.00
	Head Lifeguard	\$16.00
	Pool Manager	\$18.00
	Aquatics Coordinator	\$23.00
	Swim team coaches	\$1,500-\$3,000 annual stipend
	Head team swim coach	\$5,000-\$7,000 annual stipend
All Departments	Seasonal Intern	\$15 - 18 DOQ



REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: First Reading – ACA

SUBJECT: Auditing Services Proposal - Sikich

MEETING DATE: November 21, 2023

FROM: Alison Brothen, Finance Director
Carrie Dittman, Asst. Village Manager/Director of Finance

Recommended Motion

Approve a one-year contract to Sikich to provide Auditing Services for CY 2023.

Background

The accounting firm of Sikich has been the Village's independent auditor for over 16 years. In 2017, the Village issued a request for proposal for auditing services for 2017-2021 that resulted in the selection of Sikich. The Village granted an additional one-year extension for the 2022 audit which was recently completed.

Discussion & Recommendation

Staff requested a proposal from Sikich for a one-year contract. Typically, this would have been the year to issue a formal request for proposals (RFP) for auditing services, but due to new staff in the Finance Department and ongoing projects such as the Village's bank migration, Munis ERP continuing implementation, Sensus water meter upgrades, parking system review and credit card processor review, among others, staff requests that a formal RFP for auditing services be postponed for one year.

Sikich's proposed fee of \$39,555 represents an increase of \$2,696 (7%) from the CY 2022 audit. Included within that fee is \$4,500 for a single audit, which occurs only when the Village expends more than \$750,000 in federal funds. This is likely to occur for 2023 due to ARPA grant funds received, but does not occur annually. Please note that there may also be an additional one-time fee of \$3,200 for the implementation of a new accounting pronouncement, GASB Statement No. 96, Subscription-Based Information Technology Arrangements, which would only apply if the Village has long-term software subscriptions that meet the definition as defined in this new GASB standard. At this time, staff has not yet completed that determination.

Sikich's fees historically have been very competitive when compared with other auditing firms, and they also provide free training throughout the year which satisfies some of the annual training requirements for the Finance Department staff. There is a very high level of satisfaction from prior year engagements in terms of the level and expertise of the staff assigned, providing excellent assistance in implementing new accounting standards, and extensive familiarity with the GFOA Certificate of Achievement program.

Budget Impact

The fee is \$2,696 (7%) higher than the prior year, but it is within the draft 2024 budgeted amount.

Village Board and/or Committee Action

N/A

Documents Attached

1. Sikich Service Proposal

November 6, 2023



SERVICE PROPOSAL

Auditing Services 2023

PREPARED FOR:

VILLAGE OF HINSDALE, ILLINOIS



SUBMITTED BY:

Sikich LLP
Brian D. LeFevre, CPA, MBA
Partner

1415 West Diehl Rd., Suite 400
Naperville, IL 60563
630.566.8505
brian.lefevre@sikich.com

ACCOUNTING TECHNOLOGY ADVISORY

[SIKICH.COM](https://www.sikich.com)

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TRANSMITTAL LETTER

November 6, 2023

President and Members of the Board of Trustees
C/O Ms. Carrie Dittman
Assistant Village Manager/Director of Finance
Village of Hinsdale
19 E. Chicago Ave.
Hinsdale, IL 60521

Dear Carrie:

Sikich is pleased to be considered for the reappointment as independent auditors for Village of Hinsdale. We believe that our qualifications, experience and expertise are clearly distinguishable as indicated in the following proposal and demonstrated in the prior years. The expertise we possess in the state and local government industry is demonstrated by our clients' successes, our staff's involvement in the industry and our leadership roles in various government associations. Our clients receive the quality and timeliness only available from a firm of our caliber.

We have are prepared to continue to commit the resources necessary to provide services to Village of Hinsdale. We will not only perform the audit, but we will also provide governmental accounting and financial reporting expertise and technical assistance throughout the year. We understand the scope of the work to be performed and the timing requirements, and are committed to performing the specified services within that timeframe.

We appreciate the opportunity to present this proposal, which is a firm and irrevocable offer for 60 days, and look forward to the possibility of serving Village of Hinsdale.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Brian D. LeFevre'.

Brian D. LeFevre, CPA, MBA
Partner

A handwritten signature in dark ink, appearing to read 'Laura Babula'.

Laura Babula, CPA, MAS
Senior Manager

EXECUTIVE SUMMARY

We know what's challenging to the Village of Hinsdale. Here are the strategies and solutions we recommend for you in order to face those challenges head-on and achieve success.

Thank you for considering Sikich. We appreciate the opportunity to propose for the Village of Hinsdale.

Sikich is one of the country's top 30 Certified Public Accounting firms and a top 10 value-added reseller of technology products, with more than 1,000 employees serving clients in all 50 states. Clients turn to us for their professional service needs due to our deep industry knowledge working with organizations of their size and for the caliber of service and attention we provide—especially when it comes to dedicated, experienced service teams and partner access.

DEFINING YOUR CURRENT CHALLENGES

We recognize this is a time of constant change and ever increasing accountability. The task of the Village finance office is no longer to report financial results by long-standing standards that are widely known and commonly understood. The task in today's environment is to keep up with the ever-changing standards from GASB and the Office of Management and Budget with the new Uniform Guidance. The task is also to keep up with new reporting and accountability requirements from the state, new automated processing systems, and fringe benefit tax laws.

DEFINING YOUR BEST POSSIBLE SOLUTIONS

These ever-changing standards and accountabilities require adjusting computer systems and internal processes to adapt to the changing standards and then to report in accordance with the new standards. This shift in the environment has caused a shift in the Village thinking about an audit firm. We understand that the Village requires a year-round partner, who will assist the Village in keeping up to date with the standards and provide assistance, when needed, on specialty topics, as well as someone who can audit to the standards. Sikich is on the leading edge of the standards as they are being developed. We also have a strong commitment to current and effective technology as our firm has a solid core of technological abilities supported by a full technology division.

DEFINING YOUR FUTURE SUCCESS

Additional details around our audit-specific capabilities are included in the next section of this document. These capabilities, in combination with our timely completion and issuance of your reports, will not only fulfill your current needs, but will undoubtedly drive stability for the Village of Hinsdale.

Throughout the following paragraphs, you will find summaries of each section within this proposal. We encourage you to review each section in its entirety to gain a detailed understanding of how we can help you build your bottom line and achieve success.

WHY THE VILLAGE OF HINSDALE SHOULD SELECT SIKICH

Clients turn to us because our professionals are uniquely qualified to provide the service and industry expertise necessary to drive their organizational success. Specifically, Sikich offers the access to resources, decades of experience and passion for action necessary to face your challenges head-on with you.

PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

A crucial component to the Village of Hinsdale's success is working with a team completely dedicated to the government industry, ensuring that those individuals understand your challenges and what it takes to realize success. Your engagement team is made up of senior professionals who will provide the expertise, insights and responsiveness your organization requires.

SPECIFIC AUDIT APPROACH

Our approach is always holistic, forward-thinking and customized for the Village of Hinsdale's specific needs. We operate in a way that provides full attention to evaluating significant areas, including those that present the greatest risk and where new opportunities for financial and operational improvement may exist.

SCOPE OF SERVICES FOR THE VILLAGE OF HINSDALE

The scope of our work for the Village of Hinsdale is outlined in the following proposal. We want to invest in what we hope will become a long-lasting relationship with the Village of Hinsdale, which is why we commit to delivering the results the Village of Hinsdale requires. The timeline of the engagement on which we are proposing is outlined in this section.

We would be honored to continue to call the Village of Hinsdale our client and look forward to working with you.

TECHNICAL PROPOSAL

STATEMENT OF INDEPENDENCE

Sikich has evaluated its independence from the Village of Hinsdale in accordance with generally accepted auditing standards, the Governmental Auditing Standards, 2018 revision, published by the U.S. Government Accountability Office, and the AICPA Code of Professional Conduct. Based upon our evaluation, Sikich is free of any personal and external impairment with respect to the Village of Hinsdale, and is independent with respect to any non-attest services provided to the Village of Hinsdale, both in fact and in appearance to any knowledgeable third party.

LICENSE TO PRACTICE IN ILLINOIS

Sikich is a licensed Public Accountant Limited Liability Partnership in Illinois (license #066-003284). All of the partners assigned to the engagement are registered and licensed Certified Public Accountants (CPAs) in Illinois. In addition, all of the professional staff assigned to the engagement are full time staff and are either registered Certified Public Accountants or are completing the exam.

PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

Sikich commits to providing a team of senior professionals, all of whom have unmatched expertise in the government industry.

A crucial component to the Village of Hinsdale's success is working with a team that is completely dedicated to the government industry, ensuring that those individuals understand your challenges and what it takes to realize success. the Village of Hinsdale will receive unparalleled levels of expertise, insights and responsiveness from a team of senior professionals who have significant experience working with government entities. Our firm offers several employee retention programs, including tuition reimbursement, CPA review and exam assistance, a computer purchase program, travel assistance and more. We have been named as a Best Place to Work for several years, both on a local and national level. We make every effort to recruit and retain quality staff. However, employee turnover is inevitable. In the event of staff turnover on the Village of Hinsdale engagement, we will seek the prior written approval of the Village of Hinsdale.

SPECIFIC AUDIT APPROACH

From identifying expectations to executing a plan to preparing for next year, our approach is holistic and always forward-thinking.

For the Village of Hinsdale, our approach satisfies a number of requirements, including high-quality service, access to senior resources and specialization in the government industry. We strongly believe Sikich is the firm that can offer you all of these and more.

We will tailor this engagement to the Village of Hinsdale's specific needs—always with a view toward identifying new opportunities for financial and operational improvement. Procedures are designed to give full attention to evaluating significant areas, including those that present the greatest risk. Sikich's holistic approach will address critical compliance and risk management needs.

Before embarking on this engagement, we will make certain to have a clear understanding of your mission and strategic direction. We do this by identifying and addressing risks and helping you ensure financial strength. We strongly believe there is no such thing as too much communication, not only during the engagement, but also throughout the year.



AUDIT STANDARDS

The objective of our audit is to issue an unmodified opinion on the Village of Hinsdale's governmental activities, business-type activities, each major fund and the aggregate remaining fund information that collectively comprise the Village of Hinsdale's basic financial statements. The audit will be conducted in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, and, if necessary, generally accepted government auditing standards issued by the United States Government Accountability Office (GAO, 2018), the Single Audit Act of 1996 and the Uniform Guidance. Our firm will issue an opinion on the basic financial statements and will subject the combining and individual fund financial statements and schedules and any other supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

In addition, we will apply certain limited procedures to the Required Supplementary Information. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

We will not audit the statistical or introductory sections of the annual comprehensive financial report and accordingly, will not express an opinion on the information contained in these sections.

Wherever possible, we will utilize your schedules to maximize efficiencies and contain audit costs. We request that the Village of Hinsdale provide us with the basic information required for our audit.

Sikich's audit approach includes, but is not limited to, the following procedures:

- Audit plan development
- Determination of materiality
- Audit risk evaluation
- Interviews with management to provide information for detailed documentation of the internal control structure
- Interviews and analysis of audit evidence to identify and assess risks that may result in material misstatement due to fraud
- Measurement of accounting presentation and compliance reporting by identifying and focusing on areas sensitive to organizations like the Village of Hinsdale
- Performance of testing to evaluate your organization's internal control structure
- Confirmation of various accounts, performance of substantive testing and analytical procedures
- Performance of additional testing, as necessary

PRACTICAL AND CONSTRUCTIVE MANAGEMENT LETTER COMMENTS

We believe the management letter is an important part of the engagement, and we encourage all members of our engagement team to give thoughtful consideration toward developing constructive comments within the constraints of the overall engagement. Our policies regarding management letters adhere to the Professional Standards of the AICPA. If significant deficiencies and material weaknesses in internal controls are noted during the audit, they are required to be communicated in writing to those charged with governance. Items of an immaterial nature (i.e., clerical problems, minor procedures or reporting problems, etc.) are communicated to management. In both cases, we adhere to a strict firm policy that all comments and recommendations are discussed in preliminary form with appropriate personnel prior to their communication. This allows for clarification of misunderstandings, miscommunication or compensating controls or factors which may be in place.

QUALITY CONTROL

At Sikich, we are committed to providing the highest quality audits in the industry. the Village of Hinsdale can be assured of receiving the highest level of quality and ethical professional services. Quality control is so important to us that our firm has been a member of the Private Companies Practice Section of the Division for CPA Firms of the AICPA since our formation in 1982. As such, we have voluntarily submitted our audit and accounting practice to quality control reviews of our compliance with professional standards as established by the AICPA and, more recently, by the United States Government Accountability Office, for more than 30 years. In 2020, we received our eleventh consecutive peer review unmodified ("pass") report. This is the highest level of recognition conferred upon a public accounting firm for its quality control systems. Also, we go beyond the external reviews and maintain strong internal reviews of procedures and processes with oversight by our Quality Assurance Committee and our Partner-in-Charge of Quality Assurance. Please refer to the Exhibits section for a copy of our most recent peer review which included a review of specific government engagements since this accounts for a significant segment of our practice.

In addition, our state and local government reports have been reviewed by numerous federal and state oversight bodies and professional organizations. These reports have been judged to meet and, in most instances, exceed industry standards and requirements. Sikich has not been the subject of any disciplinary action or inquiry during the past five years. Sikich is a member of the AICPA's Governmental Audit Quality Center (GAQC), which is a firm-based voluntary membership center designed to promote the importance of quality governmental audits and the value of these audits to purchasers of government audit services. As a member of the GAQC, Sikich has access to key information and comprehensive resources that we use to help ensure our compliance with appropriate professional standards and laws and regulations that affect our audits. Through our membership in the GAQC, we also adhere to membership requirements designed to enhance the quality of our audit practice.

WHY THE VILLAGE OF HINSDALE SHOULD SELECT SIKICH

Our team works devotedly with governmental entities just like yours, has the resources required to perform this engagement and is technically experienced and insightful.

As previously mentioned, clients turn to us because our professionals are uniquely qualified to provide the service and industry expertise necessary to drive their organizational success. Your challenges are our challenges, and chances are, we have successfully faced them many times before. Aside from this, here are a number of reasons how the Village of Hinsdale can benefit from a relationship with Sikich.

ACCESS

With Sikich, you get access to a multitude of resources that will help your organization grow today and in the future.

ACCESS TO SENIOR RESOURCES

You will gain confidence in your operations by working with a team of articulate professionals who have received the highest recognitions in their fields. To demonstrate the importance of our relationship, we pledge to provide you with unparalleled involvement from our most senior resources. Our partners are on-site during audit fieldwork and are available year-round for direct consultation as issues occur.

ACCESS TO EDUCATION

The Village of Hinsdale will remain abreast of regulatory changes and best organizational practices as Sikich's team receives ongoing continuing education they will directly apply to the Village of Hinsdale's engagement. We accomplish this by anticipating your needs based on our experience with you and your industry, and using a variety of communication channels: timely responses to your questions; informal discussions; mailings on topics of interest to you; and relevant seminars, all of which are complimentary for our clients. Past topics of thought leadership have included:

- Governmental Accounting and Financial Reporting Update
- GASB Statement No. 84 Fiduciary Activities
- GASB Statement No. 87 Leases
- The New GASB Reporting Model
- Accounting & Report for Cash and Investments
- Preparing a Management's Discussion and Analysis
- Capital Assets including Asset Retirement Obligations and Impairments
- Long-Term Debt and Leases
- Economic Condition Reporting
- Financial Reporting Entity
- Accounting for Insurance and Employee Benefits
- Payroll Reporting for Government Entities
- Year-End Payroll Updates
- The New Look of HR: 2021
- Fraud and Internal Controls
- Fraud and Cybersecurity in the Remote Environment

ACCESS TO VALUE

Your organization will receive extraordinary value for Sikich's fee because we are dedicated to a customer-centric approach that includes open communication, respect and clear results. As a leader, the overall success of your organization should be the core of your focus. We're here to be your trusted advisor for those functions you can't focus on every moment, as well as for issues affecting the government industry, including new accounting pronouncements and employee benefit regulations. We understand that each client has its own unique set of needs, business practices and operating environment. Our services are tailored to the specific needs of your organization.

EXPERIENCE

Helping clients achieve long-term success is what we do. Our professionals will bring to your engagement the deep industry and service-level experience they have accumulated throughout the years.

EXPERIENCE IN YOUR INDUSTRY

Sikich's state and local government team provides services to more than 450 counties, cities, villages, towns and other local governments. Many of these have been long-standing clients and are evidence of our dedication to the state and local government industry and our ability to provide high quality, timely services within this specialized industry. These clients and related work have enabled our firm to develop an extensive nationally recognized expertise in governmental accounting, auditing and financial reporting procedures and practices.

Senior members of our government services team presently hold memberships and are actively involved in numerous governmental organizations, including:

- AICPA Government Audit Quality Center
- American Institute of Certified Public Accountants (AICPA)
- Central Association of College and University Business Officers (CACUBO)
- GFOA Special Review Committee (SRC)
- Government Finance Officers Association of Missouri (GFOA-MO)
- Government Finance Officers Association of the United States and Canada (GFOA)
- ICPAS Governmental Report Review Committees
- IGFOA Technical Accounting Review Committee
- Illinois Association of County Board Members and Commissioners (IACBMC)
- Illinois Association of Fire Protection Districts (IAFPD)
- Illinois Association of Park Districts (IAPD)
- Illinois Association of School Business Officials (IASBO)
- Illinois City/County Management Association (ILCMA)
- Illinois County Treasurers' Association (ICTA)
- Illinois CPA Society (ICPAS)
- Illinois Government Finance Officers Association (IGFOA)
- Illinois Library Association (ILA)
- Illinois Municipal Treasurers Association (IMTA)
- Illinois Parks and Recreation Association (IPRA)
- Illinois Tax Increment Association (ITIA)
- International City/County Manager's Association (ICMA)
- National Association of College and University Business Officers (NACUBO)

EXPERIENCE IN WHAT WE DO

Your Sikich engagement team is comprised of senior CPAs who have been working in the field for years. Providing high-quality audit services is second nature to each of them, which is proven through our impressive track record of helping clients succeed. This team will provide the Village of Hinsdale with timely completion of professional services. Moreover, members of the Sikich government services team have served as expert speakers to organizations, state GFOAs and others for formal presentations at local meetings and annual conferences on a variety of governmental accounting, auditing and financial reporting topics. We have also developed governmental accounting, auditing and financial reporting training courses for various organizations with members of our firm serving as lead instructors for the courses.

EXPERIENCE IN GOVERNMENT OPERATIONS

Because of our large, diverse client base and our ability to attract talent from a variety of professional backgrounds, Sikich has an established reputation as one of the leading providers of professional services in the Midwest to governmental entities. Our team of professionals specializes in the management, operations and financing of general purpose state and local governments, park districts, intergovernmental organizations, municipal utilities and special districts. This focus and our exemplary reputation assure the Village of Hinsdale the highest quality work and the most cost-effective delivery of services.

INITIATIVE

One of our strengths at Sikich is our need to be proactive. We find potential issues before you have to worry about them, because we're ready with a solution.

INITIATIVE FOR CUSTOMIZED SOLUTIONS

One-on-one, you will receive customized solutions based on your unique needs, and only your unique needs. You will find that achieving financial stability and growth, as well as uncovering new opportunities to improve performance, is possible through the strategies that Sikich experts will recommend and on which they will educate you.

After a more thorough review of your operations and audit-specific matters, we may uncover other opportunities. As part of our ongoing service and commitment to the Village of Hinsdale, we keep you abreast of regulatory changes and best business practices to ensure we identify crucial opportunities that will benefit the Village of Hinsdale.

INITIATIVE FOR YOUR SATISFACTION

The Village of Hinsdale's success is built upon the quality services and value you feel you receive from Sikich, which is why we will continually gauge your satisfaction to enhance our relationship. At various checkpoints during the engagement, a Sikich representative will meet with you to discuss how satisfied you have been with our services, our team and the value we provide. Areas stressed during these meetings will include:

- What can we do to make our services more valuable to you?
- What specific part of our service exceeded your expectations?
- In which areas do you feel we need improvement?
- Do you feel like a valued client of the firm?
- What is your vision for the Village of Hinsdale?

SCOPE OF SERVICES FOR THE VILLAGE OF HINSDALE

We will exceed your expectations by conducting and delivering on a high-quality engagement within your required timeline—all for a reasonable fee.

We are proposing to provide the following services to the Village of Hinsdale consistent with the prior year:

- Audit of basic financial statements of the Village of Hinsdale for the fiscal year ending December 31, 2023.
- Preparation of thirty (30) bound copies and an electronic copy (.pdf) of the annual comprehensive financial report (report covers, dividers, introductory section, MD&A and certain statistical data to be provided by the Village of Hinsdale);
- Preparation of twelve (12) bound copies and an electronic copy (.pdf) of the management letter for the Village of Hinsdale, communicating any material weaknesses and significant deficiencies found during the audit and our recommendations for improvement;
- Preparation of twelve (12) bound copies and an electronic copy (.pdf) of the IMRF Allocation Report, if applicable;
- Preparation of twelve (12) bound copies and an electronic copy (.pdf) of the Consolidated Year End Financial Report, if applicable;
- Preparation of twelve (12) bound copies and an electronic copy (.pdf) of the Single Audit Report, if applicable;
- Preparation of Data Collection Form to be submitted to the Federal Audit Clearinghouse, if applicable
- Response to the prior year comments and review of the required application and supporting documents to apply for the Certificate of Achievement for Excellence in Financial Reporting;
- Retain workpapers for seven (7) years in accordance with firm standards;
- Reporting to the Board of Trustees in accordance with Statement on Auditing Standards (SAS) No. 114, Communications with Those Charged with Governance; and
- Exit conference(s) with the Village of Hinsdale Officials to present the completed audit and related materials.

IDENTIFICATION OF POTENTIAL AUDIT PROBLEMS

Our firm's approach to resolving any problems that arise during the audit is the same as our overall approach to the audit—professionalism. Professionalism in performing the audit is the cornerstone to our philosophy during all phases of the audit. Any problems encountered during the audit, except for irregularities and illegal acts, will be discussed and documented with the appropriate level as defined in our professional standards. The timing of this discussion will provide the Village of Hinsdale with ample time to rectify any situations that may otherwise result in the issuance of a qualified audit opinion. Irregularities and illegal acts detected or of which we become aware of will be communicated in writing to the appropriate level as defined in our professional standards.

Our firm's philosophy on additional fees and/or billings is based on an understanding between the firm and the client of the scope of the work to be performed. We have proposed a "not-to-exceed fee" for the audit, the scope and timing of which was specified by the Village of Hinsdale. The billings for the audit would not exceed this fee unless the Village of Hinsdale specifically requests that the scope of the engagement be expanded and the Village of Hinsdale and the firm reach a mutual agreement, in writing, as to the expanded scope of the engagement and the fee, if any, for the expanded scope.

Sikich will comply with all relevant rules and regulations of authoritative bodies and the AICPA Code of Professional Conduct regarding access to our working papers and audit documentation. Reasonable requests for access will not be denied.

ADDITIONAL RESOURCES AND SERVICES

With more than a dozen services, our areas of expertise are oftentimes complementary of one another. How else can we help you meet your government's goals?

Many times, the challenges for which you enlist Sikich's help may be faced more effectively by integrating several of our services. Take a look at what we offer, and talk to your engagement partner about how these services may complement what you are already seeking.

HUMAN RESOURCES

Your people are a large part of what makes up your organization. Recruiting, training and retaining employees are vital parts of ensuring your organization continues to provide only the best for your constituency. With services such as recruiting and onboarding, compensation and compliance, employee benefits and more, you can better understand what will keep your employees happy and productive.

MARKETING

The effectiveness of your marketing efforts can make or break your organization's success. From eye-catching logos to print and digital collateral, every piece must work for an intended audience. By delivering the right stories and amplifying those messages, you will properly position your organization in the marketplace.

PROCESS IMPROVEMENT

Processes truly define organizations, but are often forgotten when seeking root causes to problems or managing more efficient and effective services. Improvements to existing processes—ranging from development review to utility billing—have the potential to decrease cycle time, increase quality and result in higher customer satisfaction. Sikich employs a customer-centric approach to process improvement by involving internal and external customers to understand and make meaningful improvements while continuing to meet their needs.

PUBLIC RELATIONS

Achieve a higher media profile, greater mindshare among your constituents and proper positioning in the marketplace with a thoughtful, research-based and integrated approach to public relations. From overall positioning to media relations, conveying the right stories to the right people is critical in an effective public relations program.

TECHNOLOGY: IT SERVICES

Staying ahead of, or even simply keeping up with, continually changing and complex technology developments can be challenging. Organizational management software, cloud solutions, strategic information technology and IT consulting can all drive your organization toward increased productivity—if implemented the right way.

TECHNOLOGY: SECURITY AND COMPLIANCE

Keeping your organization safe from data breaches and other information security concerns is critical, especially given the vast number of organizations that have been compromised in the last couple of years. Understand where the vulnerabilities in your network lie by obtaining independent, unbiased and technically qualified security assessments—from penetration testing to forensic analyses.

FEE PROPOSAL

PROPOSAL COST SUMMARY

Maximum Fees	Base Audit*	Preparation Of ACFR	Single Audit**
All Inclusive Fee for 2023	\$ 32,540	\$ 2,515	\$ 4,500

*Includes IMRF Allocation Report

**If necessary. If a single audit is not required but a GAGAS opinion is required based on the State GATA requirements, then this fee would be 50% of the single audit fee.

There also will be a one-time fee of \$3,200 for the implementation of GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*, and would only apply if the Village has long-term software subscriptions that meet the definition as defined in this new GASB standard.

These fees assume that the Village of Hinsdale will provide the auditors with electronic copies of adjusted trial balances by individual funds, a year-to-date general ledger with details of postings to all accounts, subsidiary ledgers that agree or are reconciled to the general ledger, and will prepare certain schedules of account analysis and confirmations of account balances.

We invoice our clients on a monthly basis as services are provided. Payments for all services are due within 60 days of receipt of an invoice. Invoices not paid within 60 days are assessed a finance charge of 1 percent per month (12 percent annually).

EXHIBITS

We know you likely have many more questions for us. Take a look at the attached documents for additional information about our firm and those who will work with you.

SIKICH RESOURCES

STATE & LOCAL GOVERNMENT SERVICES

FIRM PROFILE

PEER REVIEW

STATE & LOCAL GOVERNMENT RESOURCES



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STATE AND LOCAL GOVERNMENT SERVICES

Government agencies experience increasing pressure to be more effective, efficient and transparent.

As a government leader, you know how important it is to find a professional services partner that can strategize, plan and implement solutions to meet the goals of your organization.

SERVICES SIKICH PROVIDES:

- Accounting, Audit, Assurance & Tax
- Business Valuation
- Fraud Services for Governments
- ERP & CRM Software
- Human Capital Management & Payroll
- Insurance Services
- IT Services
- Marketing & Communications
- Pension Fund Accounting & Consulting Services
- Retirement Planning

Whether you represent a general purpose local government or special district, Sikich will help you meet your goals by providing professional guidance in your accounting, marketing, human resources, technology and other advisory functions.

Experience unparalleled commitment and high-quality, timely services when you partner with the experts at Sikich. For more than 30 years, we have provided:

- A highly skilled staff and management team entirely dedicated to government services
- An in-depth understanding of the governmental fiscal, management, operating and regulatory environments
- Timely and cost-effective service delivery

WHO WE SERVE:

Our government clients represent a wide range of industry sectors including:

- Counties
- Cities
- Villages
- Townships
- Other Special Districts
- Pension Plans
- Park Districts
- Forest Preserve Districts
- Public Libraries
- Community Colleges
- School Districts
- Water Authorities
- Water Reclamation Districts
- State Departments & Agencies

TEAM LEADER



ANTHONY CERVINI

CPA, CFE

PARTNER-IN-CHARGE

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WHY SELECT SIKICH?

Our team works devotedly with units of local government like yours to provide the resources required to help you focus on managing your organization, while we take care of everything behind-the-scenes.



STATE AND LOCAL GOVERNMENT SERVICES

OUR EXPERTS



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ABOUT SIKICH

Sikich LLP is a global company specializing in technology-enabled professional services. Now with more than 1,500 employees, Sikich draws on a diverse portfolio of technology solutions to deliver transformative digital strategies and ranks as one of the largest CPA firms in the United States. From corporations and not-for-profits to state and local governments and federal agencies, Sikich clients utilize a broad spectrum of services and products to help them improve performance and achieve long-term, strategic goals.



Securities offered through Sikich Corporate Finance LLC, member FINRA/SIPC. Investment advisory services offered through Sikich Financial, an SEC Registered Investment Advisor.

Sikich LLP is a global company specializing in technology-enabled professional services.

Now with more than 1,600 employees, Sikich draws on a diverse portfolio of technology solutions to deliver transformative digital strategies and ranks as one of the largest CPA firms in the United States. From corporations and not-for-profits to state and local governments and federal agencies, Sikich clients utilize a broad spectrum of services and products to help them improve performance and achieve long-term, strategic goals.

INDUSTRIES

Sikich provides services and solutions to a wide range of industries. We have devoted substantial resources to develop a significant base of expertise and experience in:

AGRICULTURE	AUTOMOTIVE	CONSTRUCTION & REAL ESTATE
DISTRIBUTION & SUPPLY CHAIN	GOVERNMENT	HIGH-TECH
LIFE SCIENCES	MANUFACTURING	NOT-FOR-PROFIT
PRIVATE EQUITY	PROFESSIONAL SERVICES	

SPECIALIZED SERVICES

ACCOUNTING, AUDIT, TAX & CONSULTING SERVICES

- Outsourced Accounting
- Audit & Assurance
- Consulting Services
- Employee Benefit Plan Audits
- International Tax
- Tax

TECHNOLOGY

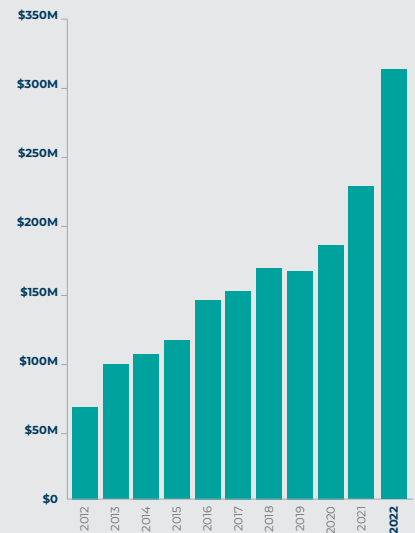
- Business Application
- Cloud & Infrastructure
- Consulting & Implementation
- Cybersecurity & Compliance
- Digital Transformation Consulting

ADVISORY

- Forensic & Valuation Services
- Governance, Risk & Compliance Services
- Human Capital Management & Payroll Consulting
- Insurance Services
- Investment Banking*
- Marketing & Communications
- Retirement Plan Services
- Regulatory, Quality & Compliance
- Site Selection & Business Incentives
- Succession Planning
- Supply Chain
- Transaction Advisory Services
- Wealth Management**
- Workforce Risk Management

WHO WE ARE

TOTAL PARTNERS100+
 TOTAL PERSONNEL1,600+
 2022 REVENUE\$316.4M



OFFICE LOCATIONS

Ahmedabad, GJ	Sacramento, CA
Akron, OH	925.577.5144
330.864.6661	Milwaukee, WI
Alexandria, VA	262.754.9400
703.836.1350	Naperville, IL
703.836.6701	630.566.8400
Bangalore, KA	Peoria, IL
Boston, MA	309.694.4251
508.485.5588	Princeton, NJ
Chattanooga, TN	609.285.5000
423.954.3007	Springfield, IL
Chicago, IL	217.793.3363
312.648.6666	St. Louis, MO
Decatur, IL	314.275.7277
217.423.6000	Washington, MO
Indianapolis, IN	636.239.4785
317.842.4466	
Los Angeles, CA	
877.279.1900	

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** Investment advisory services offered through Sikich Financial, an SEC Registered Investment Advisor.

CULTURE

Our dynamic work culture fosters learning, growth and innovation, attracting top-notch team members who see the big picture. Sikich's culture is built on a flexible, trusting work environment and the key pillars of Absolute Integrity, Bias for Action, Continuous Innovation and Servant Leadership. We believe our people are our greatest asset and work hard to ensure that all team members feel empowered, comfortable and valued.



CERTIFICATIONS & AWARDS

All professional accounting staff with more than one year of experience have earned or are working toward earning the Certified Public Accountant designation. Sikich is a member of the **American Institute of Certified Public Accountants' Governmental Audit Quality Center** and the **Employee Benefit Plan Audit Quality Center**.

We adhere to the strict requirements of membership, which assure we meet the highest standards of audit quality. **In 2020, Sikich received its 11th consecutive unmodified ("pass") peer review report**, the highest level of recognition conferred upon a public accounting firm for its quality control systems.

Sikich ranks among the **top 30 firms nationally** on the **Accounting Today Top 100 Firms list**.



Sikich is among the **50 firms that place on Inside Public Accounting's 2023 Best of the Best Firms**, an exclusive list that ranks organizations on key areas of management, growth and strategic vision.



Sikich is a **Microsoft Dynamics' 2023/2024 Inner Circle** award recipient, a recognition that places Sikich in the **top 1% of all Microsoft Business Applications partners globally**.



We also maintain the **Oracle NetSuite 5 Star Award** and are among the **top three U.S. partners of Oracle NetSuite**.



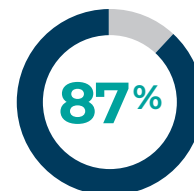
Sikich ranks on the **Redmond Channel Partner Magazine's top 350 Microsoft partners in the U.S.**, **CRN's Top 500 Managed Service Providers**, **CRN's Top 500 Solution Providers** and **Channel Futures' MSP 501**.



NET PROMOTER SCORE

The firm's overall Net Promoter Score (NPS) is 87%.

This is a measure of our clients' willingness to recommend Sikich's services and products. An NPS of 50% is considered excellent, and 70% NPS is considered world-class.



Report on the Firm's System of Quality Report

August 31, 2020

To the Partners of Sikich LLP
and the Peer Review Committee of the Illinois CPA Society

We have reviewed the system of quality control for the accounting and auditing practice of Sikich LLP (the firm) in effect for the year ended March 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at <http://www.aicpa.org/prsummary>. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included (engagements performed under *Government Audit Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, and examinations of service organizations [SOC 1 and SOC 2 engagements]).

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Sikich LLP in effect for the year ended March 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Sikich LLP has received a peer review rating of *pass*.

A handwritten signature in blue ink that reads "Anders Minkler Huber & Helm LLP". The signature is written in a cursive, flowing style.

ANDERS MINKLER HUBER & HELM LLP
Certified Public Accountants



REQUEST FOR BOARD ACTION

Public Services &
Engineering

AGENDA SECTION: First Reading – EPS

SUBJECT: Water Tower Lease Amendment – T-Mobile

MEETING DATE: November 21, 2023

FROM: George Peluso, Director of Public Services
Garrett Hummel, Management Analyst

Recommended Motion

Approve an amendment to the water tower lease agreement between the Village of Hinsdale and T-Mobile Central LLC.

Background

In August 2010, the Village entered into a 20-year agreement with T-Mobile to lease space on the Village's standpipe for telecommunication equipment. T-Mobile pays an annual rental fee to the Village for the use of the space.

In August 2022, the Village provided notice to T-Mobile of the upcoming standpipe rehabilitation project. Prior to commencement of the project, telecom providers needed to remove their equipment from the standpipe and install it on temporary monopoles that were constructed on the site. Per the Village's lease agreement, the Village is required to cover the cost of the reinstallation of the cellular equipment upon completion of the project. The cost of this reinstallation is estimated to be \$100,000. Public Services staff engaged T-Mobile in an effort to defray these reinstallation costs.

Discussion & Recommendation

Staff worked with T-Mobile to develop a solution that would eliminate the Village's obligation to pay for the reinstallation. The proposed amendment to the water tower lease agreement eliminates the language that requires the Village to pay for reinstallation fees and replaces it with the following, "Upon completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return the relocated equipment to its original location from the temporary location with all costs for the return and removal of any associated temporary pole being paid by LESSEE."

In exchange for the removal of the language, the Village would agree to offer a one term (5 year) extension to T-Mobile. This would extend the T-Mobile lease end date from 2030 to 2035. The remaining lease language would remain unchanged including the rent fees and annual rent escalators. The current annual rent is \$33,781.45 with an annual rental fee increase of 3.5%.

T-Mobile has submitted plans for the reinstallation of their equipment. The Village's telecommunication consultant, Municipal Services Associates, Inc. (MSA), reviewed the plans and had no issue with the proposed submittal. MSA recommends approval of the plans stating, "The proposed project reduces the number of antenna panels on T-Mobile's array, which may create a modestly improved aesthetic appearance. The project does not include any significant increase in the height of the antennas and mounts, will not create an adverse effect upon nearby properties, or have an adverse effect on the character or future development of the zoning district."

If the Village Board is agreeable to the proposed amendment, staff would like to move forward on administering the T-Mobile reinstallation permit and scheduling the work prior to the approval of the amendment at the December Board Meeting. T-Mobile has expressed interest in reinstalling their equipment before the end of the year.



REQUEST FOR BOARD ACTION

Budget Impact

Included in the CY2023 is \$2,000,000 for the standpipe rehabilitation project. In addition to the standpipe painting contract (\$1.12 million), staff anticipated additional costs associated with the transfer of the telecom equipment of around \$300,000 (\$100,000 per provider). With the approval of this lease amendment, the estimated telecom costs for the project could be lowered by \$100,000.

Staff plans to engage the other two providers with the same amendment proposal.

Village Board and/or Committee Action

n/a

Documents Attached

1. First Amendment to Water Tower Lease Agreement: T-Mobile
2. Municipal Services Associates, Inc. Review Letter

FIRST AMENDMENT TO WATER TOWER LEASE AGREEMENT

THIS FIRST AMENDMENT TO WATER TOWER LEASE AGREEMENT ("Amendment"), is made and entered into by and between The Village of Hinsdale, an Illinois municipal corporation ("LESSOR") and T-Mobile Central LLC, a Delaware limited liability company ("LESSEE").

RECITALS

LESSOR AND LESSEE hereto recite, declare and agree as follows:

- A. LESSOR and LESSEE entered into a Water Tower Lease Agreement dated June 18, 2010, (the "Agreement"), with respect to Premises, therein described, that are a portion of property located at 333 West 57th Street, DuPage County, State of Illinois.
- B. LESSOR owns the real property described on Exhibit A attached hereto and by this reference made a part hereof (the "Property").
- C. LESSOR and LESSEE desire to enter into this Amendment in order to modify and amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE covenant and agree as follows:

- 1. Exhibit B to the Agreement is hereby removed and replaced with the plans set forth in **Exhibit B-1** of this Amendment.
- 2. Upon the expiration of the third additional five (5) year term referenced in Section 4 of the Agreement, LESSEE shall have the right to extend the Agreement for one (1) additional term of five (5) years unless LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least 6 months prior to the end of the then current term.
- 3. Paragraph 7.vi. of the Agreement is hereby deleted in its entirety and replaced with:

Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return the relocated equipment to its original location from the

temporary location with all costs for the return and removal of any associated temporary pole being paid by LESSEE.

4. The terms and conditions of the Agreement are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings as such terms are given in the Agreement. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Agreement, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Agreement and this Amendment, the terms and conditions of this Amendment will govern and control.
5. LESSOR represents and warrants that the consent or approval of no third party, including without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third party consent or approval is required, LESSOR has obtained any and all such consents or approvals.
6. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Amendment shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date of execution by the last party to sign.

Site #: CH65464A
Site Name: Hinsdale Water Tank

LESSOR:
Village of Hinsdale

By:

Print Name:

Title:

Date:

LESSEE:
T-Mobile Central LLC

By:

Print Name:

Title:

Date:

Site #: CH65464A
Site Name: Hinsdale Water Tank

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

File No. 11434786

Property located in DuPage, IL

The East 200 feet of the North Half of Lot 4 in Block 7 of Branigar Bros. Hinsdale Farms a subdivision in the Northwest Quarter of Section 13, Township 38 North, Range 11, East of the Third Principal Meridian, DuPage County, Illinois.

AND BEING the same property conveyed to Village of Hinsdale, a municipal corporation from Loy F. Pennington and Dorothea E. Pennington, his wife by Warranty Deed dated June 23, 1954 and recorded July 02, 1954 in Instrument No. 722028.

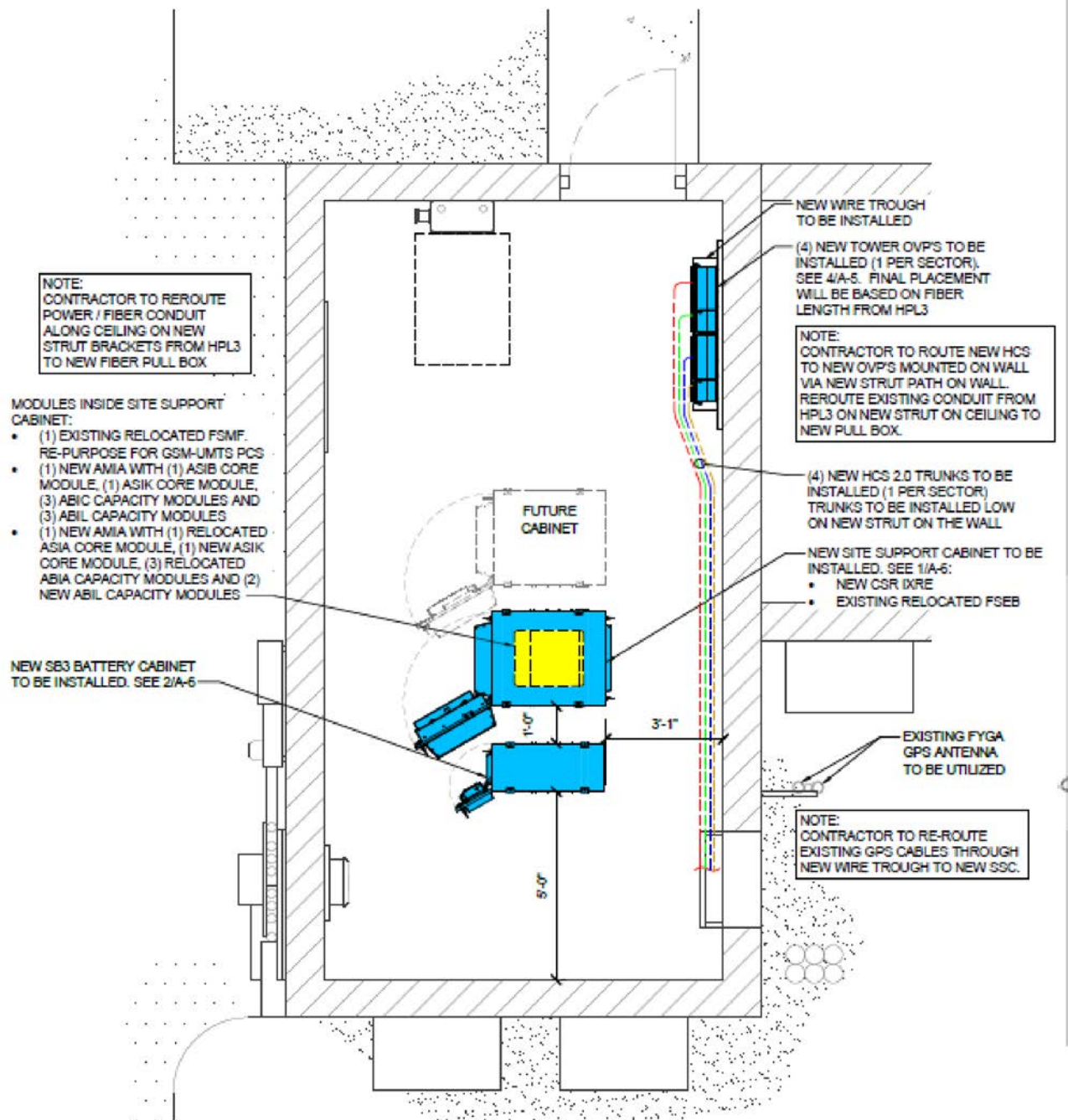
Tax Parcel No. 09-13-100-006

Site #: CH65464A

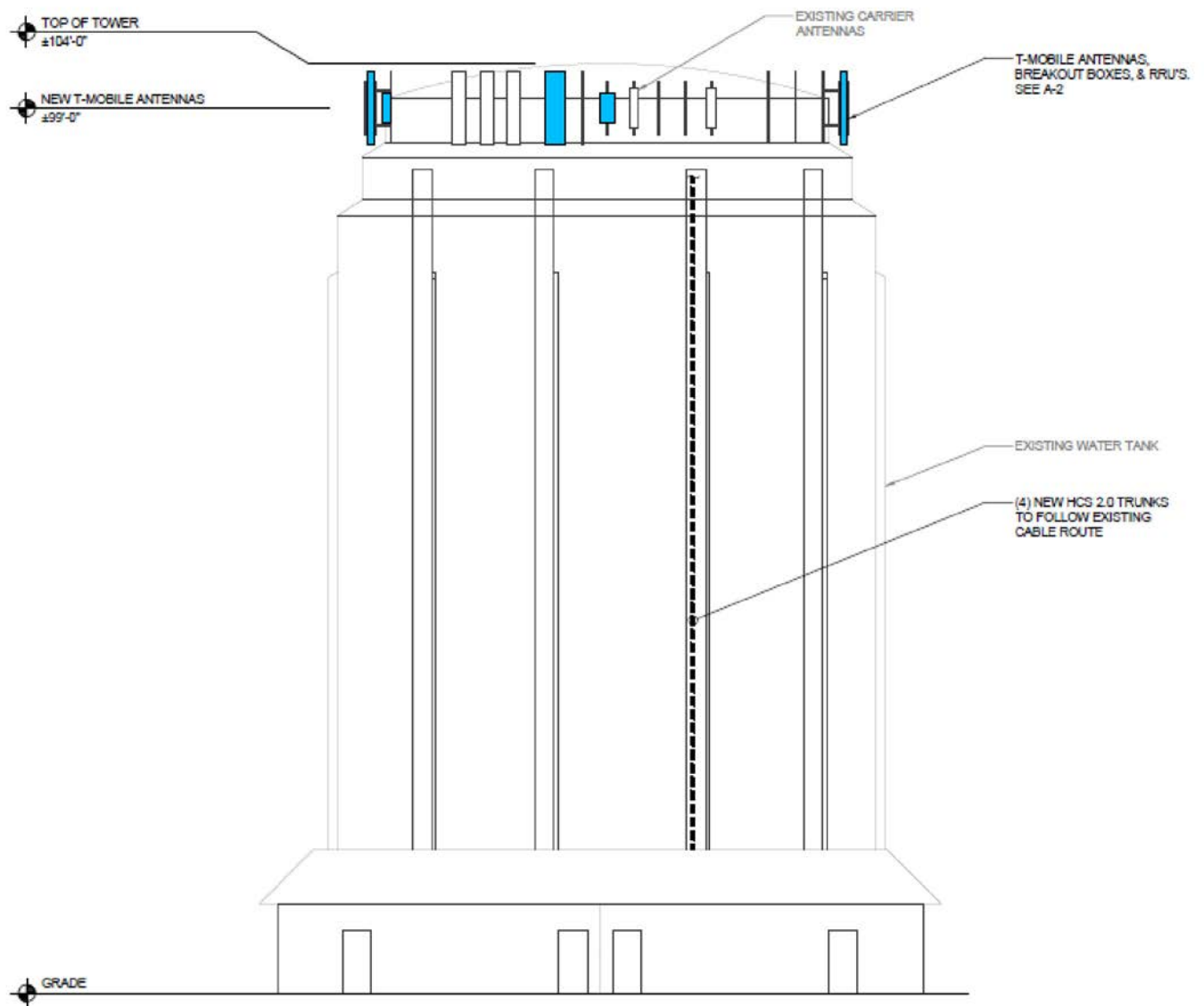
Site Name: Hinsdale Water Tank

EXHIBIT B-1

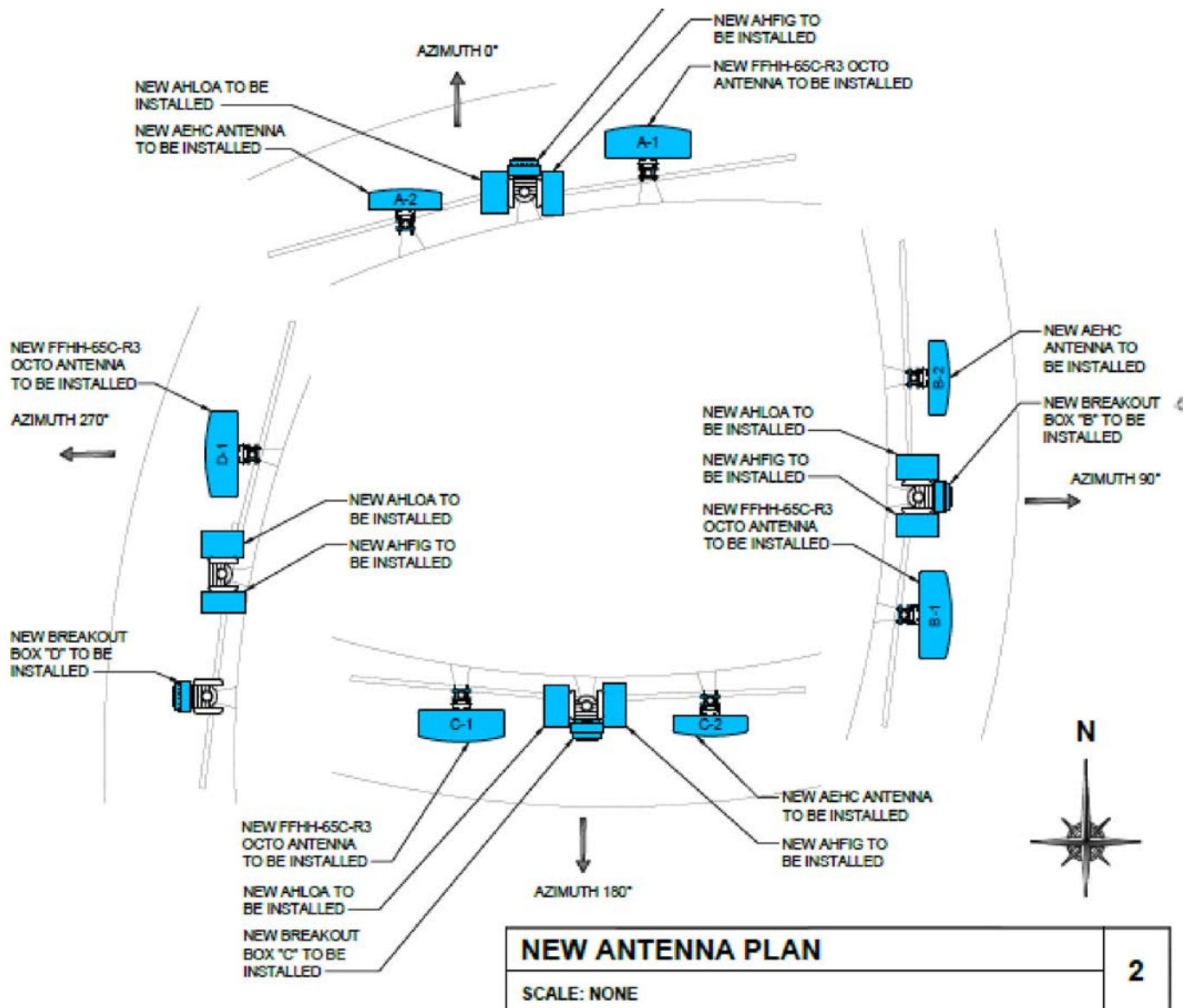
Copied from the Village approved CDs dated 7/19/23



Site #: CH65464A
Site Name: Hinsdale Water Tank



Site #: CH65464A
Site Name: Hinsdale Water Tank



MSA MUNICIPAL SERVICES ASSOCIATES, INC.

September 28, 2023

REVISED

Mr. George Peluso
Director of Public Services
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, Illinois 60521

Dear Mr. Peluso:

At the direction of the Village of Hinsdale, Municipal Services Associates, Inc. (MSA) have reviewed the plans submitted by Insite, Inc. and T-Mobile ("T-Mobile") for the removal, relocation and installation of antenna panels, remote radios and radio modules, cabling, and base station equipment to be relocated from a temporary monopole tower to an existing water tank, and to a base station shelter building located on property adjacent to Hinsdale Central High School at 333 West 57th Street. T-Mobile presently operates a twelve (12) panel antenna array on the monopole.

Existing Facilities: In March 2023, T-Mobile's cellular facility was relocated to a temporary monopole tower. The cell site had been located on the Village's water tank, however, the water tank was repainted. During the period of repainting, the cell site was relocated to a monopole tower standing 130' (39.63 meters) above ground level (AGL). The only other antenna array on the tower belongs to DuComm. The DuComm antennas and T-Mobile antennas have centerlines of 129' (39.33 meters) AGL. The base station for T-Mobile is located in a shelter building to the south, and directly west of the base of the water tank. There are no other antenna facilities on this monopole tower.

FCC 2014 Authorization Order "Shot Clock" Period of Review: Insite, Inc. ("Insite") and T-Mobile submitted an application for permit to the Village on July 25, 2023. A letter to Mr. George Peluso from MSA requesting additional information from Insite and T-Mobile was sent on August 16, 2023. However, as the proposed project is located on municipally-owned property for which the Village and T-Mobile have entered into a lease agreement, and the Village is acting in a proprietary capacity concerning the location of this cell site, and other adjacent cell sites on this parcel, the Village is not subject (1) to the "Shot clock" conditions established by the Spectrum Act as stated at 47 CFR §1.6100.

(1) Federal Communications Commission, In the Matter of Acceleration of Broadband Deployment by Improving Wireless Facilities Siting Policies, WT Docket No. 13-238, Acceleration of Broadband Deployment: Expanding the Reach and Reducing the Cost of Broadband Deployment by Improving Policies Regarding Public Rights of Way and Wireless Facilities Siting, WT Docket No. 11-59, 2012 Biennial Review of Telecommunications Regulations, WT Docket No. 13-32, Report and Order, Released October 21, 2014, at ¶239.

3 Golf Center, # 311 • Hoffman Estates, Illinois 60169
TEL-847-882-7773 FAX-847-310-9275 MOBILE-847-867-6117
E-Mail: MSASchapman@cs.com
www.msatelecom.com

The proposed project does not require a Special Use Permit under the Village's Zoning Ordinance. Other than issuance of required building permits, MSA recommends no additional action from the Village.

Proposed Project

T-Mobile proposes relocating antenna array equipment from the temporary monopole tower to the water tank. Changes are also proposed to its base station. As noted above, the project will entail removal, relocation, replacement, and installation elements. These are described below:

Removals:

- Two (2) Nokia ESMB "Flexi" Multiradio RF modules.
- A Nokia FSMF "Flexi" Multiradio RF module.
- A Nokia AMOB RF subrack module.
- Four (4) Nokia FRIG radios operating at 1.7 - 2.1 GHz. (4G).
- Four (4) Nokia FXFB radios operating at 1.9 GHz. (4G).
- Four (4) Nokia FHFB radios operating at 1.9 GHz. (4G).
- Four (4) Nokia FRBG base station radio modules.
- Four (4) existing stand-off mounts.
- Twenty-two (22) coaxial jumper cables.
- Two (2) Site Support Cabinets (SSCs).
- A Nokia Flexi RF module cabinet (FCOA).
- Four (4) hybrid power/fiber cables.
- Two (2) equipment cable over-voltage protection (COVP) boxes.
- Four (4) antenna COVP boxes and a COVP frame.

Relocations:

- One (1) existing Nokia FSMF "Flexi" Multiradio RF module to new Site Support Cabinet.
- One (1) existing Nokia FSEB external alarm module to new Site Support Cabinet.
- One (1) ASIA RF support core module and three (3) RF support modules from FCOA cabinet to new Nokia Aircase RF module subrack.

Replacements:

- T-Mobile will replace twelve (12) existing antennas with three (3) Nokia AEHC Massive Multiple Input -Multiple Output (MIMO) antennas operating at 2.45-2.69 GHz (4G/5G), and Four (4) Commscope FFHH-65C-R3 antennas operating at 617-806 MHz (5G). A total of seven (7) antennas will be on the antenna array.

Replacements (Continued):

- Existing radio replacements include four (4) new Nokia AHLOA remote radio heads (RRHs) operating at 600-700 MHz (5G) and four (4) new Nokia AHFIG RRHs operating at 1.930-1.995 MHz (5G) and 2.110-2.200 MHz (4G). A total of eight (8) RRHs will be on the antenna array.
- A new Site Support Cabinet and a new battery cabinet to be installed in the base station.
- Replacement of Nokia FRBG, ESMB, and FSMF base station RF modules with the following:
Two (2) Nokia AMIA RF modules, one (1) ASIB core module, an ASIA RF core module, two (2) ASIK core modules, Three (3) ABIC RF capacity modules, three (3) ABIA capacity modules, and five (5) ABIL capacity modules to be installed in the SSC.

Additions:

- Four (4) new hybrid power/fiber system trunk cables.
- Four (4) new tower COVP boxes and a wire trough to be installed in the base station.
- A new Site Support Cabinet (SSC)
- A new SB3 baseband unit located in the base station.
- New RF jumper cables extending from the RRHs to the new antenna panels.
- A new Cell Site Router /Interconnect Router (CSR/IXRe) to be installed in the base station.

Project Purpose: The purpose of the proposed project is to relocate the temporary antenna array to the water tank, and to improve antenna and radio capabilities for the cell site upon relocation. The new antennas and radios will enhance cell site coverage of 4G/LTE and 5G service throughout Hinsdale. T-Mobile's proposed changes will provide more low-band and mid-band frequencies for 5G users, especially for those cellular users along the 55th Street, Madison Street, Illinois Route 83, and County Line Road corridors. It will also provide expanded coverage to downtown Hinsdale, Hinsdale Central High School and Hinsdale's residential areas within an approximate one (1) mile radius of the cell site.

The improvements include addition of three (3) additional Massive Input-Massive Output (MIMO) antennas. These antennas have integrated radios that use targeted signaling that provides greater data speeds, and that operates in the 2.495-2.690 GHz range.

T-Mobile will install new AHLOA and AHFIG model radio units that provide 32 times more transmission and reception channels along with more bandwidth blocks in the 600-700 MHz range, the 1.93-1.99 GHz range and the 2.11-2.20 GHz range. The low-band (600-700 MHz) and mid-band (1.93-2.20 GHz) frequencies of the new radios will allow the cell site to extend its range up to 1.5 miles in any direction. This will enable T-Mobile to blanket a substantial proportion of the Village without the need for higher bandwidth frequencies that cover less territory.

The opportunity for T-Mobile to upgrade its cell site as part of its return to the water tank will enable it to address continually growing demand for 5G services from local residents, businesses, and from students and educators at Hinsdale Central High School, as well as K-6 and middle schools located in the Village. The new antenna and radio improvements are designed to provide greater signal capacity, signal transmission and reception speed, and availability of frequencies for a diverse variety of wireless applications.

The new improvements to the cell site will be able to continue T-Mobile's older 4G/LTE services for those users that have older wireless equipment. The new antennas and radios providing 5G service will do so by using low and mid-band 600-Megahertz (MHz) 5G radios, antennas, and radio frequency modules and sub-modules with new radio frequency modules to be installed in its base station that provide bandwidth blocks from 1.93GHz to 2.69 GHz. None of these frequencies are Millimeter Wave, or ultra-wideband frequencies that are used for 5G service by other carriers.

Description:

Antenna Array, RF Modules, and Base Station Equipment: T-Mobile plans to upgrade its antennas through installation of seven (7) new antenna and antenna/radio panels, eight (8) new remote radio heads (RRHs), and through replacement and upgrading of its Site Support Cabinet that will include new RF modules and a new signal router. The centerline array is located at 99' (30.18 meters) AGL. The top of the water tank is located at 104' (31.71 meters) AGL.

There will be three (3) new Nokia AEHC series antenna panels that include integrated radios. Four (4) new Commscope model FFHH-65C-R3 antenna panels will be placed adjacent to the AEHC antenna/radios. The new Nokia AEHC antenna panels will carry LTE/5G-Time Division Duplex Transceivers operating at frequencies of 2.495-2.690 GHz. These antennas are Massive Multiple Input/Multiple Output (Massive MIMO) units capable of carrying sixty-four (64) transmission channels and sixty-four (64) receiver channels. The AEHC antennas also include integrated radios that operate at the frequencies indicated above.

Mr. George Peluso

Page 5

These antenna panels have dimensions of 38.2" (.972 meters) in height, 21.5" (.547 meters) in width, and 5.9" (.150 meters) in depth. Each panel weighs 108 pounds (49.1 kilograms). These antenna panels will be installed on the north, south, east, and west faces of the water tank handrail.

The new Commscope antenna panels are intended for both 4G/LTE wireless service, and 5G service in lower bandwidth ranges. The Commscope antennas operate at the following bandwidth ranges: 617-698 MHz (T-Mobile 5G), 698-806 MHz (T-Mobile 5G), 1.695-1.880 GHz (4G/LTE), 1.850 GHz-1.990 GHz (4G/LTE), 1.920-2.200 GHz (4G/LTE) and 2.300-2.360 GHz (4G/LTE). T-Mobile plans to utilize four (4) transmission channels and four (4) reception channels in all of the bandwidth blocks. The antenna panels have dimensions of 95.9" (2.44 meters) in height, 25.2" (.640 meters) in width, and 9.3" (.235 meters) in depth. Each antenna panel weighs 127.6 pounds (58.0 kilograms). The antenna panels will be installed on all four (4) faces of the water tank handrail.

The upgrade will also include replacement of four (4) existing Nokia FXFB 1.9 GHz radios, four (4) FRIG 1.7-2.1 GHz radios, and four (4) FHFB 1.9 GHz radios. These radios will be replaced with four (4) new Nokia AHFIG remote radio heads (RRHs) operating at 1.930-1.995 GHz and 2.110-2.200 GHz. The new AHFIG RRHs are 27.3" (.695 meters) in height, 12.1" (.308 meters) in width, and 5.2" (.132 meters) in depth. Each AHFIG weighs 70.5 pounds (32.0 kilograms). The AHFIG RRHs will be installed on the antenna array with Nokia AHLOA RRHs. The AHFIG and AHLOA RRHs are 5G radios.

The AHLOA RRHs operate in the following radio frequency spectrum bands: 617-652 MHz, 663-698 MHz, 698-715 MHz, and 728-745 MHz. These frequencies are low-band frequencies used by T-Mobile for its 5G services. T-Mobile proposes installation of four (4) AHLOA RRHs. Each AHLOA RRH measures at 22.08" (.560 meters) in height, 12.1" (.308 meters) in width, and 7.44" (.189 meters) in depth. Each AHLOA RRH weighs 83.6 pounds (38.0 kilograms).

Additional modifications to the antenna array include installation of four (4) "Pendant" cable distribution boxes located adjacent to or between the AHFIG and AHLOA radios on the antenna array. The Pendants will serve as the connecting points between the trunk cables and hybrid jumper cables leading to the Commscope and Nokia AEHC antenna/radio units, and the Nokia AHLOA and AHFIG RRHs.

The length of the jumper cables connecting the Pendant box and the antennas will be between 15' (4.57 meters). Separate jumper cables will link the RRHs to the Pendants. These jumper cables will be 6' (3.28 meters) in length. Four (4) new hybrid fiber/power trunk cables will be installed. These cables will link the base station to the Pendant boxes. Depending on the location of the Pendant boxes, the cables will range in length from 195' (59.45 meters) to 270' (82.32 meters). The new hybrid cables will be located on the exterior of the water tank. The new hybrid cables will be connected to four (4) COVP boxes located in the base station.

The COVP boxes will be connected to a wire trough which will route power and fiber cables to signal rectifiers, a signal router, and RF modules located in the Site Support Cabinet, and to two (2) existing GPS antennas.

Base station improvements include replacement of a Site Support Cabinet and a Nokia Flexi RF module cabinet with a new Site Support Cabinet and a battery cabinet. The new Site Support Cabinet has dimensions of 72" (1.83 meters) in height, 30.0" (.779 meters) in width, and 34.6" (.880 meters) in depth. The Site Support Cabinet will weigh 595 pounds (270.5 kilograms). The battery cabinet has dimensions of 72" (1.83 meters) in height, 15.0" (.382 meters) in width, and 35" (.891 meters) in depth. The second cabinet weighs 310 pounds (140.9 kilograms).

The Site Support Cabinet will house radio frequency (RF) modules and core RF modules which control the base station transmission and reception network. The cabinet will contain two (2) new subracks. The subracks will house a Nokia ASIB core module, a Nokia ASIA core module, two (2) Nokia ASIK core modules, three (3) Nokia ABIC RF capacity modules, and five (5) Nokia ABIL capacity modules. An existing Nokia FSMF "Flexi" Multiradio RF module and an existing Nokia FSEB external alarm module will be retained and relocated to the new Site Support Cabinet. The cabinet will include jumper cables for interconnection of the modules six (6) fiber optic cable splitters.

T-Mobile proposes several additions of conduit pipes. These additions include:

- A New 2" EMT conduit from the Site Support Cabinet to the new wire trough for DC power.
- A New 2" EMT conduit with six (6) new 30' (9.15 meters) fiber jumpers from the Site Support Cabinet to the new wire trough.
- One (1) 4" EMT AC conduit with four (4) #4/0 AWG and three (3) #12 AWG for power from the new battery cabinet to new Site Support Cabinet.
- One (1) 4" EMT conduit with two (2) #12 AWG for breaker and Ethernet cable from the new battery cabinet to new Site Support Cabinet.
- One (1) 1" EMT conduit from the existing Ciena Ethernet switch to the new Site Support Cabinet for fiber.
- One (1) 1" EMT conduit from the existing Ciena Ethernet switch to the new Site Support Cabinet for DC power.

- One (1) 2" EMT conduit with three (3) #3/0 AWG wires for power and one (1) #6 AWG ground wire to run from bottom right side of the new Site Support Cabinet to the existing Power Protection Cabinet (PPC). Conduit to be installed with pull strings.
- One (1) 1" EMT conduit from existing PPC to existing relocated FSEB for loss of commercial power alarm,

In addition, a new breaker switch will be installed in the Site Support Cabinet.

Grounding: New antenna panels, antenna/radio units, RR, and Pendant breakout boxes, will be grounded to sector ground bars located around the circumference of the water tank. The new antenna panels will use #2 AWG solid tinned ground wire between each antenna panel and its mast pipe mount. The pipe mounts will use #2 AWG solid tinned ground wire to ground to the sector ground bars. The Pendant breakout boxes will utilize #2 AWG stranded green jacketed ground wire to ground to the sector ground bars, and the AHLOA and AHFIG RRHs and will utilize #6 AWG stranded green jacketed ground wire to the sector ground bars.

T-Mobile's equipment in the shelter building will be grounded to a Master Ground Bar located within the shelter. The new COVP boxes and the COVP frame will be grounded to the Master Ground Bar by #2 AWG stranded green jacketed ground wire. The Site Support Cabinet will contain a cabinet ground bar. The Nokia FSEB alarm module will be grounded to the cabinet ground bar by #6 AWG stranded green ground wire, and the Nokia AMIA subracks and system modules will be grounded by #6 AWG stranded green ground wire. The Site Support Cabinet and battery cabinet will be grounded to their respective plinth platforms by #2 stranded green jacketed ground wire, and the plinths will be grounded to the Master Ground Bar by #2 stranded green jacketed ground wire.

T-Mobile's grounding plan for the proposed project was complete, however, the plans did not indicate if the sector ground bars on the water tank were grounded to a ground bar located at the base of the tank. MSA recommends that Insite or T-Mobile indicate if there is a ground between the sector ground bars and the base of the water tank, and, that Village electrical inspection staff determine if there is a ground bar at the base of the water tank for verification purposes. MSA previously recommended this determination in its December 10, 2020 report on T-Mobile's upgrade at this site.

Requested Information of Applicant

MSA reviewed Insite and T-Mobile's submission. On August 16, 2023, MSA notified the Director of Public Services, that additional information would be needed from Insite or T-Mobile in order to complete the review.

Mr. George Peluso
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Specifically, MSA requested the following informational items:

1. An indication of the provider of the general contractor for the project if information on the contractor has not already been provided to the Village.
2. A copy of the Structural Analysis of the tower prepared by W-T Group, LLC on May 12, 2023 as referenced on Page A-1 of the plans submitted by T-Mobile to the Village on July 25, 2023.
3. A copy of the Structural Analysis of the antenna mount prepared by W-T Group, LLC on May 12, 2023 as referenced on Page A-1 of the plans submitted by T-Mobile to the Village on July 25, 2023.
4. Completion of FCC Office of Engineering and Technology (OET) Bulletin 65 Appendix A forms showing that the proposed project is exempt from FCC RF regulations and requirements. These forms may be found in Appendix A, located on Page 18 of the FCC Local and State Government Advisory Committee (LSGAC) RF Guide, which was included with the request for information.

On August 17, and September 8, 2023, MSA received the requested information from Ray Shinkle of Insite, representing T-Mobile. In lieu of the information requested in Item #4 listed above, T-Mobile provided a Radio Frequency - Electromagnetic Energy (RF-EME) Compliance Report prepared by EBI Consulting ("EBI") on September 6, 2023. The report indicated that the site is compliant with FCC General Public and Occupational RF limits. EBI Consulting recommended that existing and additional signage would further assure compliance. Insite and T-Mobile's information was acceptable.

FCC OET Bulletin 65 Appendix A Checklist and Radio Frequency Emissions Safety

Compliance: The FCC completely occupies the field as to setting RF safety standards in the United States. The Village is not permitted to set its own standards regardless of whether higher, lower, or even the same as the FCC's standards. The Commission derives its authority under a provision of the National Environmental Policy Act (NEPA) of 1969.

The Commission permits the Village to determine if a proposed wireless project meets the required FCC 47 CFR § 1.1307 et seq. (the "FCC rules") and FCC Office of Engineering and Technology Bulletin 65 ("OET 65") RF safety requirements.

The actual standards set by the Commission are found in the FCC Office of Engineering and Technology Bulletin 65, titled "Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields." A website containing the bulletin is at: http://www.fcc.gov/Bureaus/Engineering_Technology/Documents/bulletins/oet65/oet65.pdf.

Under the FCC rules, certain types of wireless projects are deemed to be “categorically excluded,” thus not subject to further RF evaluation under the rules due to identified factors including: whether the antenna supporting structure is a building or is shared to perform some other function, and the lowest portion of the transmitting antenna is at least 10 meters (32.8 feet) above ground.

As mentioned above, T-Mobile provided a completed RF-EME Compliance report indicating that the proposed antennas, antenna/radio units, and RRHs are exempted from FCC Radio Frequency (RF) regulations. The lowest point of the mounting height of the antennas is 95' (28.96 meters) AGL. The antenna array is 62.2' (18.96 meters) above the maximum regulatory threshold of 32.8' (10.00 meters) AGL. Of greater importance is the Maximum Composite Emissions Value of RF Emissions. This value is established for General Public and Occupational categories. The General Public limit is set at 500% (5X) that of the Occupational limit as it is assumed that workers who are working in close proximity to antennas and radios will be taking protective measures that limit their exposure to RF.

EBI calculated antenna and power data to estimate potential power density. All radios were considered to be running at full power and that antenna beams were transmitting simultaneously. The analysis also included Verizon and AT&T antennas. T-Mobile considers this site to have uncontrolled access, which would be categorized as General Public(3).

Based on EBI's calculations, the Maximum Composite Emissions Value for Uncontrolled/ General Public exposures is 2.8700% of the FCC's General Public limit, and 0.5740% of the Occupational limit at ground level (3). The modeling calculations did not identify any areas of working/walking surfaces at ground level or on the top of the water tank that exceeded FCC occupational exposure standards. These calculations notwithstanding, EBI recommends that access to the water tank and areas associated with the antenna installation be restricted and secured (4) and that a blue Notice sign and yellow Guidelines sign be posted no higher than 48" (1.22 meters) above ground level at the base of the water tank climbing ladder(5).

The project is a general wireless communications service that is not subject to FCC RF regulations. The use of panel antennas and other forms of wireless telecommunications creates a concern that radio frequencies used by cellular and wireless providers might interfere with radio frequencies used for local government public safety and public services communications. T-Mobile and other wireless providers may be using a radio frequency spectrum that had been previously used for analog television transmission. Other frequencies formerly used for television transmission will be allocated by the FCC to local governments for public safety uses.

(2) Radio Frequency–Electromagnetic Energy (RF-EME) Compliance Report, T-Mobile Proposed Facility, Hinsdale Water Tank, EBI Consulting, September 6, 2023, at 4-5.

(3) *Ibid.* at 2-3.

(4) *Ibid.* at 14.

(5) *Ibid.* at 14.

The use of panel antennas and other forms of wireless telecommunications creates a concern that radio frequencies used by cellular and wireless providers might interfere with radio frequencies used for local government public safety and public services communications. T-Mobile and other wireless providers may be using a radio frequency spectrum that had been previously used for analog television transmission. Other frequencies formerly used for television transmission will be allocated by the FCC to local governments for public safety uses. T-Mobile was requested to provide a statement of good faith that it would not interfere with Village of Hinsdale frequencies used by police, fire, or administrative personnel. T-Mobile's lease with the Village of Hinsdale contains language addressing RF interference with public safety frequencies:

"LESSEE agrees to have installed radio equipment of the type and frequency which will not cause measurable interference to the equipment or operations of the LESSOR or other lessees of the property existing as of the date this agreement is executed by the parties (provided that such LESSOR or pre-existing equipment is operated in accordance with all applicable Rules and Regulations of the Federal Communications Commission ["FCC"]). In the event LESSEE'S equipment causes such interference, and after LESSOR has notified LESSEE of such interference, LESSEE will take all steps necessary to correct and eliminate the interference."

Based on the responses from T-Mobile, MSA is satisfied that T-Mobile has met the informational requirements necessary in order for us to properly opine on this project.

Structural Evaluation: T-Mobile provided a structural analysis prepared by W-T Group Structural Engineering ("WTG") of Hoffman Estates, Illinois, on August 12, 2020 and revised on May 12, 2023. WTG tested stress levels on the water tank using the proposed antenna panels, RRHs, breakout boxes, antenna mounts, and cabling, as load factors, along with other existing antenna arrays.

Tests were performed according to American National Standards Institute /Telecommunications Industry Association (ANSI/TIA) 222-G standards, the 2006 International Building Code, the American Society of Civil Engineers (ASCE) 7-10 standard for Minimum Design Loads for Buildings and Other structures, the American Institute of Steel Construction Manual, Fifteenth Edition, and the American Water Works Association (AWWA) D100-05 standard. The ASCE 7-10 standards set tests using a basic wind speed of 115-MPH, a three (3) second gust, a wind load of 30 pounds per square foot (PSF) for the antenna panels. The AWWA standard includes an effective wind speed of 100-MPH for the water tank supports (6).

(6) Structural Calculations, Hinsdale Water Tank, W-T Group, Site No. CH65464A, May 12, 2023, at 3.

Results of the analysis found that the level of the water tank (99', 30.18 meters) where the proposed project is to be located passed dead load and wind load standards when compared to a structural analysis prepared by Bow Tech, Ltd. on March 19, 2010. The proposed antennas, antenna/radio units, RRHs, breakout boxes, antenna mounts, and cabling adds an increase in the dead load of 4.97%, and a wind load decrease of 0.94%. Both measurements are within the standards established for the water tank. There is also an overall decrease in Moment at the base of the tank (7).

WTG opined that "The existing water tank structural components have been checked for the applied loading of the existing and proposed antennas. Based on the percent usage with existing and proposed antennas, the existing water tank is structurally adequate to support the existing and proposed antennas and RRUs load. The adequacy of the existing mount frames are out of the scope of this report. See the Mount Analysis by "The W-T Group, LLC." dated 05/12/2023 for additional information." (8) The results of the structural evaluation are acceptable. (**Emphasis provided by author of analysis**)

The structural evaluation is attached.

Antenna Mount Analysis: T-Mobile provided a Mount Structural Analysis Report prepared by W-T Group, LLC. of Hoffman Estates, Illinois, originally prepared on August 12, 2020, and revised on May 12, 2023. WTG tested the capacity of the antenna support mounts. The structural capacity of the water tower referred to in the previous section of this report, was not tested in this analysis. WTG conducted its analysis based on the proposed antenna panels, antenna/radio units, RRHs and breakout boxes as load factors. The analysis did not include existing mounting posts, antenna panels, cabling, and COVP boxes that are proposed for removal by T-Mobile.

WTG based its analysis on the American National Standards Institute /Telecommunications Industry Association (ANSI/TIA) 222-G standards, the 2006 International Building Code, the American Society of Civil Engineers (ASCE) 7-10 standard for Minimum Design Loads for Buildings and Other structures, and construction drawings provided by "W-T Group, LLC" dated April 25, 2023.

WTG's tests were calculated based on an ultimate 3-second gust wind speed of 115-MPH, an importance factor of 1.0, a gust effect factor of 0.85, a wind direction probability factor of 0.95, and a reduced wind speed of 40-MPH with 0.75" of radial ice (9).

(7) *Ibid.* at 3.

(8) *Ibid.* at 3.

(9) Structural Calculations, Hinsdale Water Tank Mount Analysis, W-T Group, Site No. CH65464A, May 12, 2023, at 9.

The WTG evaluation indicated that the antenna support mounts would be adequate for loads created by the new antenna panels, antenna/radio units and RRHs, along with the breakout boxes and cables (10). In addition, the analysis indicated that the antenna support mount stress levels were within acceptable limits. The existing mount capacity level was calculated at a passing rating of 73.1% (11). Based on these ratings, WTG opined “Based on our structural analysis performed by the “W-T Group, LLC”, the existing antenna mount frames are **structurally adequate** to support the new and existing antenna and RRU(s). The antenna mount frames are supported by an existing water tank, and the water tank is out of the scope of this report. See the structural analysis by “The W-T Group, LLC.” dated 05/12/2023 for additional information.” (12) **(Emphasis added by author of analysis)**

The Antenna Mount Analysis Report is attached.

Section 6409(a) - Spectrum Act - Evaluation

MSA has reviewed T-Mobile’s application for the scope of work at 339 West 57th Street, and located in the Village of Hinsdale. The FCC makes an exception for eligible wireless facilities as defined by the Spectrum Act that are located on property owned by a municipality that is operating under its proprietary authority, or its authority as a landlord.

The FCC concluded that “**Section 6409(a) applies only to State and local governments acting in their role as land use regulators and does not apply to such entities acting in their proprietary capacities.**” (13) (Emphasis added). The Report and Order noted that local governments enter into lease and license agreements to locate wireless facilities on municipal property as private entities do, and that the exemption from the Spectrum Act is consistent with court rulings holding that Sections 253 and 332(c)(7) of the Telecommunications Act of 1996 do not preempt “non-regulatory decisions of a state or locality acting in its proprietary capacity.”(14)

The Village currently has a lease in force with T-Mobile for the use of municipally-owned property at the site of the proposed project. Based on the FCC’s decision in the Report and Order, the Village is acting in its proprietary capacity with respect to reviewing the proposed project application.

(10) *Ibid.* at 5.

(11) *Ibid.*

(12) *Ibid.*

(13) See Footnote (1), *infra.*

(14) See Footnote (4), *infra.*, Referring to Footnote 646 of the Report and Order, Quest Corp. v. City of Portland, 385 F.3d 1236, 1240 (9th Cir. 2004) and Sprint Spectrum v. Mills, 283 F. 3d.404, 421 (2d Cir. 2002).

Recommendations

MSA opines that the proposed project of relocation to the water tank and the upgrading of T-Mobile's equipment will continue T-Mobile's ability to respond to the demands of individuals, businesses, educational institutions, and other fixed and mobile users of T-Mobile's 5G services. The project will actually reduce the number of antenna panels and radios on the water tank, while providing a broader range of frequencies serving both 4G/LTE users and 5G users.

Earlier relocation of T-Mobile's antenna array to a temporary monopole tower allowed T-Mobile to provide, without interruption, Hinsdale businesses and residents with 4G/LTE and 5G wireless services, along with Massive Multiple Input/Multiple Output (MIMO) technology that allowed for a substantial increase in the number of available transmission and reception channels and direct signal beaming to individual wireless devices. The relocation of this equipment, and its continued upgrading, will enable T-Mobile to more effectively deliver communications to a broader spectrum of wireless devices and equipment.

T-Mobile's proposed project is designed to boost the ability of the cell site to handle a greater traffic load. This project underscores that effort by adding more 5G channels and frequencies. 5G wireless equipment has entered the marketplace and is growing quickly. T-Mobile is moving toward upgrading its other sites in communities near Hinsdale in order to provide 5G service throughout the Village and surrounding communities.

The proposed project involves the replacement of all twelve (12) antenna panels with seven (7) new antenna panels, including three (3) antenna panels with integrated RRHs, and replacement of twelve (12) RRHs with eight (8) new RRHs. The project will also replace two (2) Site Support Cabinets with a new Site Support Cabinet and a battery cabinet. Radio Frequency (RF) modules will be replaced, a new cable breakout box, Cell Site Router and four (4) new COVP surge arrester boxes will be added, along with new conduits and wiring. Other than the relocation of the antenna array to new mounting pipes, the project does not involve any new construction.

The proposed project reduces the number of antenna panels on T-Mobile's array, which may create a modestly improved aesthetic appearances. The project does not include any significant increase in the height of the antennas and mounts, will not create an adverse effect upon nearby properties, or have an adverse effect on the character or future development of the zoning district.

A Building Permit will be required for replacing the antennas and RRHs, and adding the breakout boxes, and for adding base station modules, the Site Support Cabinet, battery cabinet and new cables. MSA once again recommends that T-Mobile indicate if the sector ground bars at the top of the water tank are connected to a ground bar at the base of the water tank, and that the Village's Electrical Inspector determine if there is a ground bar at the base of the water tank for verification purposes. Other than the inspection, MSA recommends that Insite and T-Mobile be allowed to proceed with the proposed project.

Mr. George Peluso
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Should the Village have any questions concerning this report, or if any additional background is needed, please contact me at your first opportunity.

Sincerely,

Stuart Chapman

Stuart Chapman, President
Municipal Services Associates, Inc.

Attachments

cc: Ms. Kathleen Gargano, Village Manager, Village of Hinsdale (by e-mail)
Mr. Michael Marrs, Village Attorney, Village of Hinsdale (by e-mail)

REQUEST FOR BOARD ACTION

Public Services & Engineering

AGENDA SECTION: First Reading – EPS

SUBJECT: Capital Equipment Purchase – Replacement Unit #37 & #32

MEETING DATE: November 21, 2023

FROM: John Finnell, Superintendent of Parks and Forestry
Mark Pelkowski, Superintendent of Water and Sewer
Garrett Hummel, Management Analyst

Recommended Motion

Approve the purchase of a 2024 Ford F250 and a 2024 Ford F350 from Sutton Ford Commercial and Fleet through the DuPage Mayors and Manager's Suburban Purchasing Cooperative.

Background

The Suburban Purchasing Cooperative competitively bids vehicles and equipment for local government operations.

The Village purchased the current Unit #37 utility truck in 2012. This piece of equipment has a useful life of between seven and ten (7-10) years. Originally scheduled for replacement in the 2022 CIP, this vehicle was deferred until 2024 due to vehicle supply chain issues. The current unit will be approximately twelve (12) years old at the time of replacement. Unit #37 has noticeable rusting of the body as well as the lift gate. The new utility truck will serve as a primary work vehicle in the Parks and Forestry Division. Unit #37 is mainly used to empty park and downtown garbage receptacles. The vehicle also transports full-time and seasonal staff. The vehicle is used in the winter to plow parking lots, alleys, and cul-de-sacs. Public Services staff will also utilize the new truck for other tasks such as trailer hauling, landscape maintenance and special events.

The Village purchased the current Unit #32 utility truck in 2011. This piece of equipment has a useful life of between seven and ten (7-10) years. The current unit will be approximately thirteen (13) years old at the time of replacement and the truck has significant rusting of the body/frame. Unit #32 is the primary vehicle used on water main breaks and is a vital vehicle in the water division fleet. This vehicle was originally included in the CIP for replacement in 2021, but due to vehicle supply chain issues staff has not been able to order the replacement until this year. This vehicle is utilized year-round to carry out the majority of the day-to-day operations of the Water/Sewer Division.

Discussion & Recommendation

In order to secure build slots in the 2024 Suburban Purchasing Cooperative's build schedule, the Village Board would need to approve the purchase of these two vehicles in 2023. The order window is only available for a short period of time. Both vehicles were scheduled for replacement in 2024 in the Village's CIP. Funds have been included in the proposed 2024 Budget for both vehicles.

Public Services staff recommends purchasing the new utility trucks to replace Unit #37 and Unit #32 through the Suburban Purchasing Cooperative Agreement – Contract #221 with Sutton Ford Commercial and Fleet.

Budget Impact

Included in the proposed CY 2024 Capital Budget (6300-7907) is \$63,000 to replace Unit #37. Sutton Ford provided a quote for Unit #37 of \$47,528. Upon delivery; the vehicle will be sent out for installation of a snowplow package and lift gate. Staff received a proposal from Regional Truck Equipment to supply and install the upfitting for \$12,392.00. Total cost is of the vehicle and equipment is \$59,920.00, which is \$3,080 under budget. The budgeted amount does not assume any the trade-in of the current Unit #37.

Included in the proposed CY 2024 Capital Budget (4600-7907) is \$65,000 to replace Unit #32. Sutton Ford provided a quote for Unit #32 of \$62,707, which is \$2,293 under budget. The budgeted amount does not assume any the trade-in of the current Unit #32.

Village Board and/or Committee Action

If the Village Board is agreeable to the proposed purchases, staff would need to provide Sutton Ford with a letter of intent to secure the Village's build slots in next year's program. The letter of intent is contingent upon funding and does not lock the Village into the purchase of either vehicle. The Village Board would then ratify the purchase at the December Board Meeting.

Individually, these items are under \$100,000, but given that they will be ordered prior to 2024, staff is asking for Board approval.

Documents Attached

1. Unit 37 Capital Improvement Project Budget Page
2. Unit 37 Proposal
3. Unit 37 Snowplow and Liftgate Proposal
4. Unit 32 Capital Improvement Project Budget Page
5. Unit 32 Proposal

Parks Maintenance	2024
Replace Truck with Lift Gate Unit #37	\$63,000

Vehicle Description

Make	Ford
Model	F-250 Pickup
Year	2012
Useful Life	7 - 10 Years
Mileage	43,004
Maintenance Costs*	\$4,699

*Cost is **estimated**
based upon current
records.



Truck Unit #37 Lift Gate

Project Description & Justification

Unit #37 is a 2012 Ford-250 pickup truck that has a lift gate and is primarily used to empty park and downtown garbage receptacles. The vehicle also transports full-time and seasonal staff. The vehicle is also used in the winter to plow parking lots, alleys and cul-de-sacs. The Public Services Department's vehicle replacement policy states that pickup trucks should be replaced on a seven to ten year schedule; this vehicle will be 12 years old at the time of replacement.

The vehicle will be closely evaluated at the time of recommended replacement and reprioritized if needed. Depending on condition at the time of recommended replacement, the determination will be made to keep, auction, or trade in this vehicle.

Project Update

The replacement has been deferred two years from the prior CIP because the cost of the purchase increased and due to supply chain issues.

Project Alternative

Delay the purchase and continue to use the current equipment.



COMMERCIAL
& FLEET

SUTTON FORD
21315 CENTRAL AVE
MATTESON IL 60443

INVOICE

Tuesday, November 14, 2023

DATE

PURCHASER'S NAME

VILLAGE OF HINSDALE

STREET ADDRESS

19 E CHICAGO AVE

CITY

HINSDALE

STATE

IL

ZIP

60521

BUS PHONE

PLEASE ENTER MY ORDER FOR THE FOLLOWING

NEW ☒

USED ☐

SUV ☐

TRUCK ☒

CAR ☐

YEAR	MAKE	MODEL	BODY TYPE	COLOR	TRIM	STOCK NO.		
2024	FORD	F250	REG CAB 4X4	GREEN	XL	ORDER		
VIN NO.			MILES			SALES REP	BRIAN TARPO	
CASH PRICE		\$	\$47,528.00	TRADE-IN CREDITS				
				MAKE OF USED VEHICLE				
				YEAR				
				MODEL				
				VEHICLE IDENT. NO.				
				MILEAGE				
				TRADE VALUE				
SUBTOTAL			\$47,528.00	ORDERING FIN				
ELECTRONIC FILING FEE			\$0.00	END USER FIN				
DOCUMENTATION FEE			\$0.00	SALES TYPE				
ILLINOIS SALES TAX 7.25%			\$0.00	GPC DISCOUNT				
COUNTY TAX- COOK 1.00%			\$0.00	GPC REF #				
CITY OF CHICAGO TAX 1.25%			\$0.00	56A/CPA DISCOUNT				
COOK COUNTY WHEEL TAX			\$0.00	56M DISCOUNT				
LICENSE, TRANSFER, TITLE				RETAIL REBATE #				
EXTENDED SERVICE CONTRACT			\$0.00					
TOTAL PRICE			\$47,528.00					
CASH DOWN PAYMENT			\$0.00					
REBATE			\$0.00					
TOTAL DOWN PAYMENT			\$0.00					
UNPAID CASH BALANCE DUE ON DELIVERY			\$47,528.00					

Purchaser agrees that this Order includes all of terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any price agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby **THIS ORDER IS NOT A BINDING CONTRACT. DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALERS; AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS-NOT EXPRESSLY WARRANTED OR GUARANTEED."**

TO THE NEGOTIATED CASH SALE PRICE OF EACH VEHICLE. THERE WILL BE ADDED THE SUM OF \$199.99 FOR DEALER COSTS AND OVERHEAD FOR ITEM RELATING TO PREPARING, HANDLING AND PROCESSING DOCUMENTS FOR THE MOTOR VEHICLE AND THE CLOSING OF THE TRANSACTION. THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER-ADDED OPTIONS. WARRANTY AND SERVICE CONTRACTS, INSURANCE AND THE ACTUAL COST OF LICENSE AND TITLE REGISTRATION AND TAXES.

ACCEPTED BY:

PURCHASER'S SIGNATURE

ACCEPTED BY:

DEALER OR HIS AUTHORIZED REPRESENTATIVE



255 W. Laura Drive
Addison, IL 60101

Phone: 630.543.0330
Fax: 630.543.9806

QUOTATION

Quotation #: 82109
Date: 11/01/23
Sales Person: Bill

BILL TO:
John 630-789-7043
Village Of Hinsdale 30

19 E. Chicago Ave.
Hinsdale IL 60521
(630) 789-7044

SHIP TO:
Same

Phone

PO#:	Terms:	
	net 10	
Vehicle Information:	VIN #:	Serial #:
24 FORD F250		
FURNISH & INSTALL. WESTERN PRO-PLUS ULTRAMOUNT SNOW PLOW - MODEL UTPP80 2020+ FORD SUPER DUTY 8' Pro-Plus "Contractor-Grade" steel snowplow blade power angling with NightHawk plow lights, commercial-grade plow guides Cab-Command handheld snowplow controller 6559.00 Deflector. 343.00 Woodbine "Tommy-Gate" liftgate model G2-60-1342EA38. 1300# capacity electric/hydraulic operation with toggle switch control, 55" x 38" 2-piece aluminum platform with 6" tapered ramp. 4163.00 ***Platorm will sit even with the rails when stowed*** Transfer B/U camera to liftgate. 362.00 4-Corner LED amber/clear Strobe wired to up-fitter switch in cab. 965.00 ***CASH/CHECK PRICES - ADD 3% PROCESSING FEE FOR CREDIT/DEBIT CARDS***		
TOTAL ->		12,392.00

Located in Addison, the Northwest Suburbs of Chicago, Alsip and in the South Suburbs, Regional Truck Equipment is an authorized distributor of Western Snowplows, Salt Spreaders, and Parts, Knapheide Bodies, Adrian Steel Products, as well as many others.

At REGIONAL TRUCK the customer comes first.

For best service call us now.
630-543-0330

New Equip. Price	
Used Equip. Price	
Parts Price	
Subtotal	.00
Trade-In	
Total Taxable	
Sales Tax (8%)	
Labor	
Delivery	
FET	
Processing Fee	
Invoice Total	.00

To accept this quotation, sign here and return: _____

Quotation valid for 30 days.

REGIONAL MAKES NO WARRENTY OF ANY KIND, EXPRESSED OR IMPLIED; AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. 1 1/2% Per Month (18% ANNUM) will be charged on unpaid invoices. \$25.00 charge on uncollected checks. All collection agency and legal fees are the responsibility of the customer. We reserve title to all merchandise until paid. Customer shall rely solely upon the manufacturer's warranty, if any. Any goods or property of the customer not picked up within ten days after the date shown on the invoice will incur a storage charge of \$14.00 a day. Any property not picked up within six months may be sold without notice, to satisfy storage charges.

REGIONAL TRUCK EQUIPMENT

REGIONAL TRUCK EQUIPMENT

REGIONAL TRUCK EQUIPMENT

REGIONAL TRUCK EQUIPMENT

Water/Sewer

Vehicles

2024

Replace Water/Sewer Truck Unit #32

\$65,000

Vehicle Description

<i>Make</i>	Ford
<i>Model</i>	F250 Utility Truck
<i>Year</i>	2011
<i>Useful Life</i>	7 - 10 Years
<i>Mileage</i>	106,668



Water/Sewer Truck Unit #32

Maintenance Costs* \$7,391

*Cost is **estimated** based upon current records.

Project Description & Justification

This item is the replacement of Unit #32, which is a Ford F250 utility truck. This vehicle is utilized year-round to carry out the majority of the day-to-day operations of the Water/Sewer Division. This is a non-supervisory vehicle that is used for water main response. The Public Services Vehicle Replacement Policy states that smaller trucks be replaced approximately every seven to ten years depending on mileage and condition. At the time of recommended replacement, this vehicle will be approximately 11 years old.

The vehicle will be closely evaluated at the time of recommended replacement and reprioritized if needed. Depending on condition at the time of recommended replacement, the determination will be made to keep, auction, or trade in this vehicle.

Project Update

There are no updates to this project.

Project Alternative

Delay the purchase and continue to use the current equipment.



COMMERCIAL
& FLEET

SUTTON FORD INC.

21315 CENTRAL AVE.
MATTESON IL 60443

INVOICE

Monday, November 13, 2023

DATE

PURCHASER'S NAME

VILLAG EOF HINSDALE

STREET ADDRESS

CITY

HINSDALE

STATE

IL

ZIP

BUS PHONE

PLEASE ENTER MY ORDER FOR THE FOLLOWING

NEW ☒

USED ☐

SUV ☐

TRUCK ☒

CAR ☐

YEAR	MAKE	MODEL	BODY TYPE	COLOR	TRIM	STOCK NO.
2024	FORD	F350 CREW	PICK UUP 4X4	WHITE	XL	ORDER
VIN NO.			MILES			SALES REP
PRICE		\$53,193.00		TRADE-IN INFORMATION		
monroe upfit		\$9,341.00		MAKE OF USED VEHICLE		
				YEAR		
				MODEL		
				VEHICLE IDENT. NO.		
				MILEAGE		
				TRADE VALUE		
SUBTOTAL		\$62,534.00		FLEET SALES INFORMATION		
ELECTRONIC FILING FEE		\$0.00		ORDERING FIN		
DOCUMENTATION FEE		\$0.00		END USER FIN		
ILLINIOS SALES TAX 7.25%		\$0.00		SALES TYPE		
COUNTY TAX- COOK 1.00%		\$0.00		GPC DISCOUNT		
CITY OF CHICAGO TAX 1.25%		\$0.00		GPC REF #		
COOK COUNTY WHEEL TAX		\$0.00		56A/CPA DISCOUNT		
LICENSE, TRANSFER, TITLE		\$173.00		56M DISCOUNT		
EXTENDED SERVICE CONTRACT		\$0.00		RETAIL REBATE #		
TOTAL PRICE		\$62,707.00				
CASH DOWN PAYMENT		\$0.00				
REBATE		\$0.00				
TOTAL DOWN PAYMENT		\$0.00				
UNPAID CASH BALANCE DUE ON DELIVERY		\$62,707.00				

Purchaser agrees that this Order includes all of terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any price agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby **THIS ORDER IS NOT A BINDING CONTRACT. DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALERS; AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS-NOT EXPRESSLY WARRANTED OR GUARANTEED." TO THE NEGOTIATED CASH SALE PRICE OF EACH VEHICLE. THERE WILL BE ADDED THE SUM OF \$303.60 FOR DEALER COSTS AND OVERHEAD FOR ITEM RELATING TO PREPARING, HANDLING AND PROCESSING DOCUMENTS FOR THE MOTOR VEHICLE AND THE CLOSING OF THE TRANSACTION. THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER-ADDED OPTIONS. WARRANTY AND SERVICE CONTRACTS, INSURANCE AND THE ACTUAL COST OF LICENSE AND TITLE REGISTRATION AND TAXES.**

ACCEPTED BY:

PURCHASER'S SIGNATURE

DATE

11/13/2023

ACCEPTED BY:

DEALER OR HIS AUTHORIZED REPRESENTATIVE

DATE

11/13/2023



REQUEST FOR BOARD ACTION

Community Development

AGENDA SECTION: First Reading – ZPS

SUBJECT: Consideration of Properties for Inclusion on the Historically Significant Structures Property List in the Historic Overlay District – Round 6 – Case HPC-14-2023

MEETING DATE: November 21, 2023

FROM: Bethany Salmon, Village Planner

Recommended Motion

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

Meeting History

Historic Preservation Commission – Public Hearing – 11/6/2023: Five (5) properties were reviewed by the Historic Preservation Commission at a public hearing held on November 6, 2023. By a vote of six (6) ayes and zero (0) nays, with one (1) absent, the Historic Preservation Commission recommended to the Village Board approval of five (5) properties for Inclusion on the Historically Significant Structures Property List in the Historic Overlay District under Case HPC-14-2023 (232 S. Clay Street; 202 E. Fourth Street; 306 N. Garfield Avenue; 134 S. Park Avenue; 408 S. Washington Street).

Summary

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

The Historic Preservation Commission reviewed five (5) properties for inclusion on the Historically Significant Structures Property List within the Historic Overlay District at a public hearing on November 6, 2023 in accordance with the regulations listed in Section 14-7-3 of Title 14 of the Village Code. The five (5) properties are located in DuPage County. All properties are located in the established Historic Overlay District, included in Exhibit 1. Property owners have given consent to be listed on the Historically Significant Structures Property List.

A summary table describing all properties is included in Exhibit 2 that lists the address, date of construction, architectural style, architect, historic name, historic significance rating according to past historic surveys completed by the Village, land use, zoning district, and any other detailed information where available. Ratings for historic significance are based on past historic surveys completed by the Village from 1999 to 2007. Exhibit 2 also includes the specific eligibility criteria listed in Section 14-7-3(B) that the Historic Preservation Commission determined each property met at the public hearing on November 6, 2023.

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

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

Background

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

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

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

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

Review Process

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

Public notice was provided in *The Hinsdalean* on October 19, 2023. The Historic Preservation Commission shall determine whether each property possesses one or more of the criteria set forth in Section 14-7-3(B) and make a recommendation to the Board of Trustees as to whether each property included on the Initial List should be included on the Historically Significant Structures Property List. The recommendation of the Historic Preservation Commission shall be forwarded to the Board of Trustees for consideration.

The Board of Trustees shall consider the recommendations of the Historic Preservation Commission and may approve or deny the inclusion of each property on the List. The Board of Trustees may also

remand the Initial List, or individual properties on the Initial List, to the Historic Preservation Commission for further consideration or for additional information without further public hearing.

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

The public hearing transcript from the November 6, 2023 Historic Preservation Commission meeting was not available to include in the packet for the First Reading, but will be included for the Village Board's review with the Second reading.

Village Board and/or Committee Action

N/A

Documents Attached

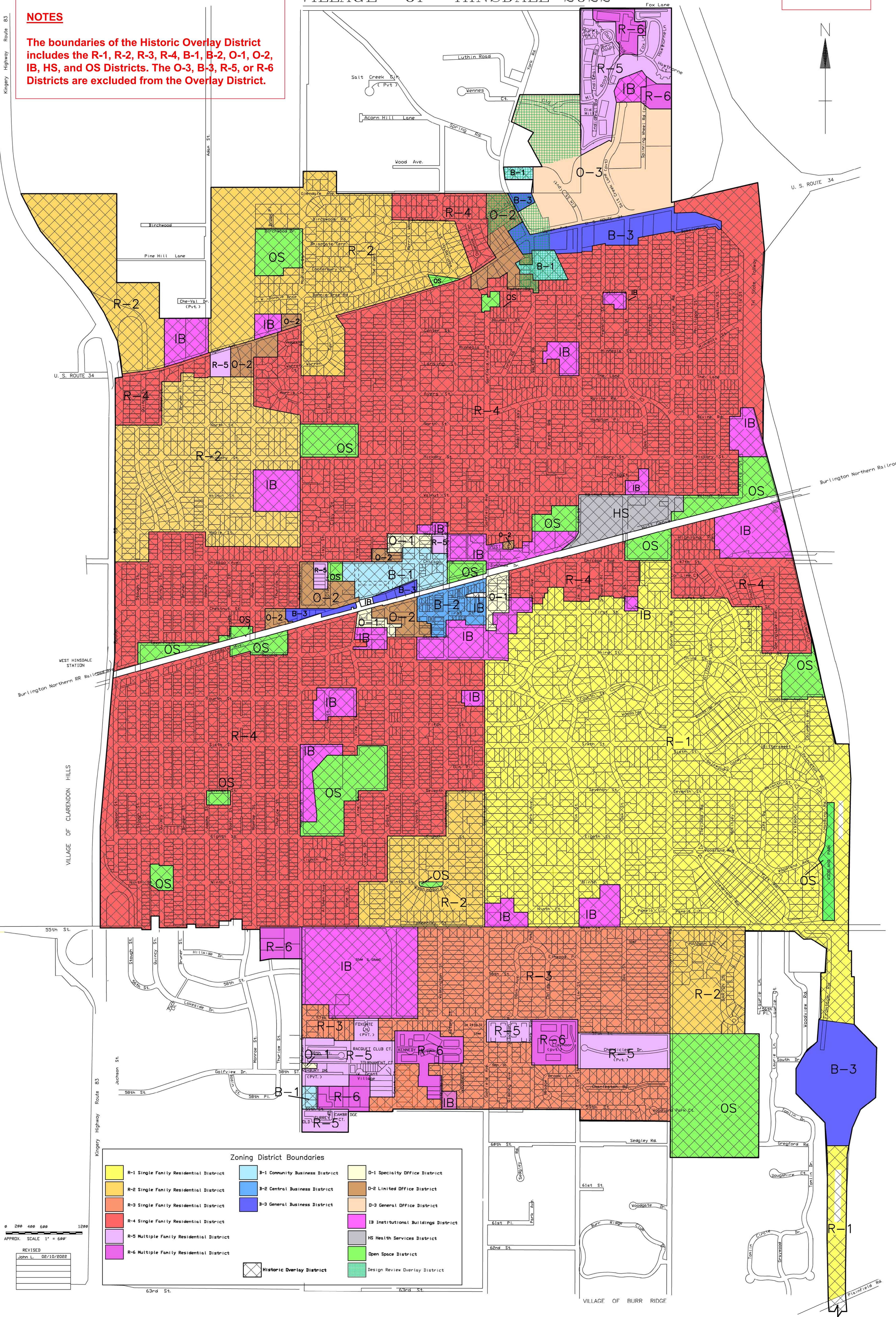
1. Exhibit 1: Hinsdale Zoning Map & Historic Overlay District Map
2. Exhibit 2: Summary Table of Properties to be Considered for Inclusion on the Historically Significant Structures Property List and HPC's Determination for Criteria Met
3. Exhibit 3: Hinsdale Historic Surveys - Evaluation Information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

VILLAGE OF HINSDALE 2022

Exhibit 1

NOTES

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



Full Address	Date Constructed	Architectural Style	Architect	Historic Name	Existing Historic Significance	Land Use	Zoning District	PIN(s)	County	Review Criteria - Section 14-7-3(B) - HPC Public Hearing Recommendation – 11/6/2023
232 S. Clay Street	c. 1898-1915	American Foursquare			Reconnaissance Survey (1999) - Significant; Town of Hinsdale Survey (2001) - Potentially Significant / Contributing; Additional information provided by the Hinsdale Historical Society and Homeowner	Single-Family	R-4	09-12-103-016	DuPage	3
202 E. Fourth Street	1886	Queen Anne - Free Classic		William Hinckley House	Designated Local Landmark (Ord. No. O2003-60); Reconnaissance Survey (1999) - Significant / Historically Significant; Robbins Park II (2007) – Significant; Referenced in "Hinsdale's Historic Homes and the People Who Lived in Them", Volume 2, Mary Sterling, 1997; Additional information provided by the Hinsdale Historical Society and Homeowner	Single-Family	R-1	09-12-224-005	DuPage	3, 5, 6
306 N. Garfield Avenue	c. 1890	Queen Anne			Reconnaissance Survey (1999) - Contributing; North Hinsdale Survey (2005) - Significant; 2014 Building Permit - Construction of an Addition on the North Elevation; 2019 Building Permit - Construction of Porte Cochere on South Elevation	Single-Family	R-4	09-01-314-015	DuPage	3
134 S. Park Avenue	c. 1904	Colonial Revival		Charles G. Root House	Designated Local Landmark (Ord. No. O2002-59); Reconnaissance Survey (1999) - Significant / Historically Significant; Robbins Park I (2002) – Significant; 2016 Certificate of Appropriateness Approval - First and Second Floor Rear Addition	Single-Family	R-1	09-12-207-017	DuPage	3, 6
408 S. Washington Street	c. 1910	Craftsman			Reconnaissance Survey (1999) - Significant / Historically Significant; Town of Hinsdale Survey (2001) - Significant	Single-Family	R-4	09-12-125-010	DuPage	3

Hinsdale Historic Surveys – Evaluation Information & Ratings Definitions

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

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

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

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

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

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

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

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

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

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

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

HISTORICALLY SIGNIFICANT STRUCTURES PROPERTY LIST

PROPERTY INFORMATION SHEET

Address 232 S. Clay Street	
County DuPage	
PIN / Parcel Number 09-12-103-016	
Zoning District R-4 Single Family Zoning District	
Land Use Single-Family	
Historic Name N/A	
Architect N/A	
Date Constructed c. 1898-1915	
Architectural Style American Foursquare	
Past Historic Surveys / Historic Significance - Reconnaissance Survey (1999) – Significant - Town of Hinsdale Survey (2001) - Potentially Significant / Contributing - Additional information provided by the Hinsdale Historical Society and Homeowner	
Additional Photos 	

Village of HINSDALE

ILLINOIS URBAN ARCHITECTURAL AND HISTORICAL SURVEY

STREET # 232

DIRECTION S

STREET Clay

ABB ST

PIN

LOCAL SIGNIFICANCE RATING PS

POTENTIAL IND NR? (Y OR N) N

Criteria

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

Contributing secondary structure?
(C or NC) C

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



GENERAL INFORMATION

CATEGORY building

CONDITION good

INTEGRITY minor alterations

SECONDARY STRUCTURE detached garage

SECONDARY STRUCTURE 2

CURRENT FUNCTION Domestic - single dwelling

HISTORIC FUNCTION Domestic - single dwelling

ARCHITECTURAL DESCRIPTION

ARCHITECTURAL CLASSIFICATION American Foursquare

OVERALL SHAPE OR PLAN rectangular

ARCHITECTURAL CLASSIFICATION2

NO. OF STORIES 2.5

ORIGINAL CONSTRUCTION DATE c. 1915

WINDOW MATERIAL, TYPE(S)

DATE SOURCE surveyor

wood

EXTERIOR WALLS (current) wood

double hung 1/1

EXTERIOR WALLS (original) wood

PORCH enclosed full front

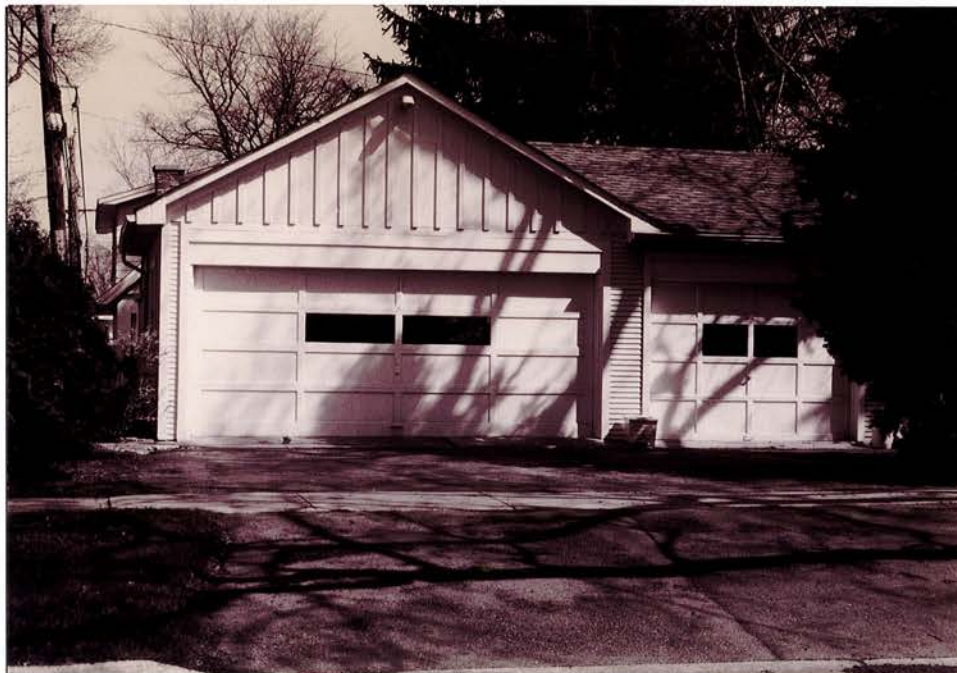
ROOF (type and materials) hipped

asphalt shingle

FOUNDATION concrete block

SIGNIFICANT FEATURES Pilasters on front porch; wood siding; front dormer

ALTERATION(S) 1934 enclosed front porch and room addition [Hinsdale Doings 11/29/1934]; stair railing missing



RESEARCH INFORMATION

HIST NAME

COMMON NAME

ARCHITECT

BUILDER

LANDMARK LIST

COST OLD SIGNIFICANCE RATING

ADDITIONAL INFORMATION:

Reason for Significance: Handsome example of an American Foursquare type typically found in suburban residential areas.

SURVEY AREA

LANDSCAPE FEATURES

Corner lot on residential street; foundation plantings; mature trees on lot and parkway

PHOTOGRAPHIC INFO

ROLL NO. FRAME NO.

ROLL NO. FRAME NO.

ROLL NO. FRAME NO.

PREPARER

ORGANIZATION

DATE

232 S Clay ST

Hinsdale Historical Society

House History Research Program

Findings Sheet

232 South Clay Street

Current Resident/Owner: Rene and Gus Wonais

Street Address: 232 South Clay Street, Hinsdale, Illinois

Street Address Prior to 1932: 62 South Clay Street

Property Index Number: 09-12-103-016

Legal Description of Property: Lot 16 in Block 9 in J. I. Case's Addition to Hinsdale

Year in which home believed built: 1908

First owner: William Braun

Research Completed by: Katharine Korte Andrew, 2023

Previous Owners:

2021-present	Rene and Gus Wonais
2009-2021	James and Diane Nelson
1986-2009	Jeanette and James De Phillips / Jeanette and William M. McDowell
1960-1986	George J. and Marguerite H. Lehner
1941-1960	Marion Braun Schaper and L. H. Schaper
1908-1941	William Braun

Reasons for Concluding Year in Which House was Built (Refer to Attached Worksheets)

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

To find the age of the home at 232 South Clay Street, DuPage County records of assessed values were reviewed for the period between 1900 and 1960, and reveal that in 1908, the lot was assessed at \$60.00 and in 1910 it was assessed at \$600.00. This indicates that the property increased in value significantly between 1908 and 1910. However, the tax assessment records for 1909 are incomplete, leaving a gap in the record to determine the assessed value and age. However, looking at old city directories, we can see "Wm. Braun" listed as living at the corner of Clay and 4th Street in the 1909 directory. This helps determine the age, since the data in this directory was collected at the end of 1908. Given this, the increase in value between 1908 and 1910, it is safe to conclude that the home was built in 1908.

Other Information of Interest

Previous Residents

The first resident of 232 South Clay was William Braun (1872-1940). He was born in 1872 in Sinsheim, Rhein-Neckar-Kreis, Baden-Württemberg, Germany and arrived in the United States around 1890. He married Sophie Rosenwindale, also a German immigrant, on 17 May 1905. They had two children together, Frank C. Braun and Marion Braun, which they raised in 232 South Clay. William worked as a carpenter and contractor throughout his life in Hinsdale.

The second owner of the home was William's daughter, Marion, and her husband, Leonard H. Schaper, who was an insurance underwriter. They raised their son, William Schaper, in the home.

Property Transaction Worksheet by Grantor

Compiler: Katharine Korte Andrew, Society Manager

Document Number	Grantor (Seller)	Grantee (Buyer)	Instrument	1. Date of Instrument 2. Date of Filing	Property Description
R2021-164792	Nelson, James Nelson, Diane	Wonais, Constantine J. Wonais, Irene M. Wonais Trust	Deed	10/20/2021 11/10/2021	Lot 16 in Block 9 in J. I. Case's Addition to Hinsdale
R2009-132908	De Phillips, James De Phillips, Jeanette McDowell, Jeanette	Nelson, James Nelson, Diane	Deed	8/7/2009 8/26/2009	Same as above.
R1986-019798	Lehner, George J. Lehner, Marguerite H.	McDowell, Jeanette McDowell, William M.	Deed	2/12/1986 3/3/1986	Same as above.

Property Tax Worksheet

Compiler: Katharine Korte Andrew, Society Manager

Year	Person Whose Name Assessed	SubDivision of Lot	Lot	Block	Valuation	Total Tax	Remarks
1960	L. H. Schaper		16	9	\$7,820.00	\$315.40	Paid by George Lehner
1951	L. H. Schaper		16	9	\$8,850.00	\$220.46	
1945	Marion Braun Schaper		16	9	\$1,560.00	\$102.18	Paid by L. H. Schaper
1941	William Braun		16	9	\$1,560.00	\$107.64	Paid by L. H. Schaper
1940	William Braum		16	9	\$1,560.00	\$107.64	
1930	Wm. Braun		16	9	\$2,380.00	\$154.94	
1920	William Braun		16	9	\$900.00	\$77.67	
1910	William Braun		16	9	\$600.00	\$32.97	
1909	Property Tax Book for Hinsdale is missing from DuPage County Archives						
1908	H. M. Fox		16	9	\$60.00	\$5.64	Paid by Wm. Braun
1907	Pet. Hoffmann		16	9	\$60.00	\$4.58	
1906	H. M. Fox		16	9	\$63.00	\$4.68	
1905	H. M. Fox		16	9	\$60.00	\$4.42	
1904	Property Tax Book for Hinsdale is missing from DuPage County Archives						
1903	H. M. Fox		16	9	\$60.00	\$1.37	
1902	Property Tax Book for Hinsdale is missing from DuPage County Archives						
1901	H. M. Fox		16	9	\$60.00	\$1.92	

1900	H. M. Fox		16	9	\$51.00	\$1.83	
------	-----------	--	----	---	---------	--------	--

Other Sources

City Directories

1907 Telephone Directory

- No one listed at 62 Clay

1909 *Doings* Directory (from information compiled in 1908)

- Braum, Wm. 4th & Clay sts. carpenter.

Downer's Grove Township Assessors Records

Year Built: 1898

Grade: 1.65

Exterior: Frame

Style: 2 Story

Living Area: 2,397

Full Baths: 3

Basement: Partial

Basement SF: 780

Garage SF: 580

Additions and modifications:

- 2003: front porch modified
- 1988: 2nd back addition
- 1976: 1st back addition
- 1972: 20x11ft garage added onto original garage

Newspaper Articles

"Local Happenings," *The Hinsdale Doings*, 29 November 1934. Accessed at the Hinsdale Historical Society Archives, 302 South Grant Street, Hinsdale, Illinois; "232 South Clay Street," House Files Collection.

"William Braun is building an addition on his home at 232 South Clay Street. The improvement will include an additional room, and space for an enclosed entrance to his first floor and basement in the rear."

1910 Census

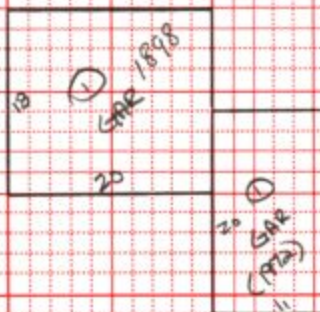
Lists William, Sophie, Frank, and Mary Braun living at 62 South Clay Street in May 1910.

1920 Census

Lists William, Sophie, Frank, and Mary Braunb living at 62 South Clay Street with a roomer Edw Hilderbrandt

PPN: 09-12-103-016

Downers Grove Township Assessor's
Office Property Improvement Sketch



December 1919 - Sanborn Fire Insurance Map from Hinsdale, Du Page
And Cook Counties, Illinois.

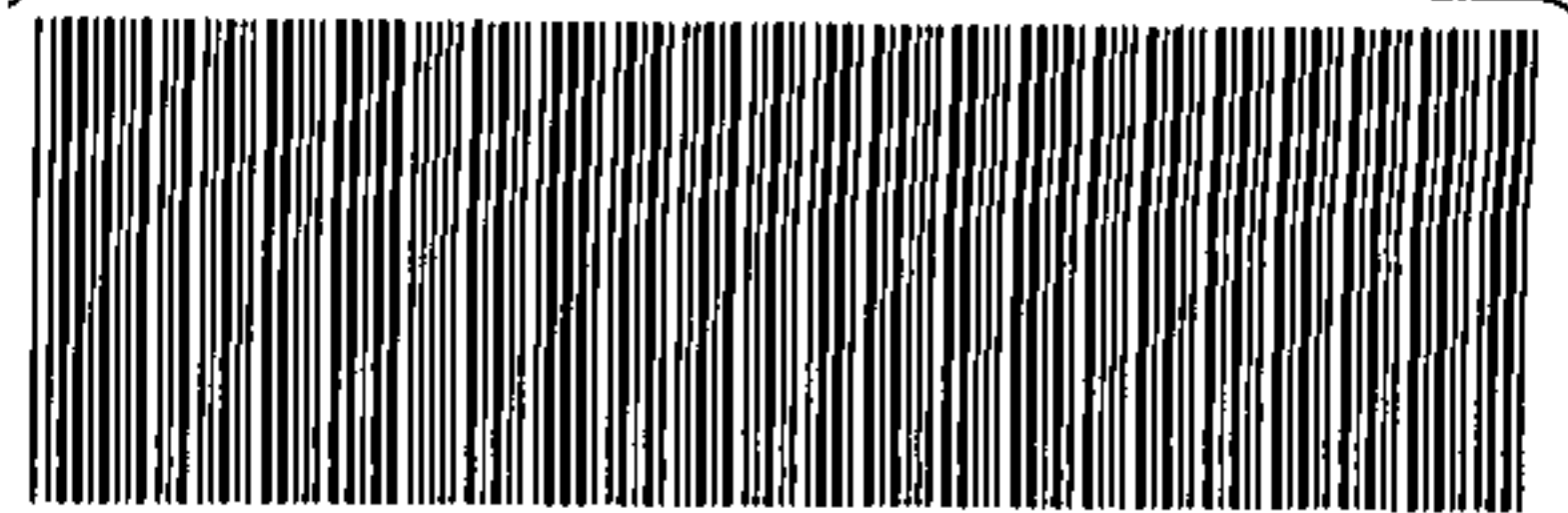
CHESTNUT

DEC. 1919
HINSDALE
ILL.



HISTORICALLY SIGNIFICANT STRUCTURES PROPERTY LIST
PROPERTY INFORMATION SHEET

Address 202 E. Fourth Street	
County DuPage	
PIN / Parcel Number 09-12-224-005	
Zoning District R-1 Single Family Zoning District	
Land Use Single-Family	
Historic Name William Hinckley House	
Architect N/A	
Date Constructed 1886	
Architectural Style Queen Anne	
Past Historic Surveys / Historic Significance • Designated Local Landmark (Ord. No. O2003-60) • Reconnaissance Survey (1999) - Significant / Historically Significant • Robbins Park II (2007) – Significant • Referenced in "Hinsdale's Historic Homes and the People Who Lived in Them", Vol. 2, Mary Sterling, 1997 • Additional information provided by the Hinsdale Historical Society and Homeowner	



J.P. "RICK" CARNEY

DUPAGE COUNTY RECORDER

DEC. 19, 2003

3:59 PM

OTHER

09 - 12 - 224 - 005

005 PAGES

R2003 - 478127

VILLAGE OF HINSDALE

ORDINANCE NO. O2003- 60

**AN ORDINANCE DESIGNATING 202 EAST FOURTH STREET
AS A HISTORIC LANDMARK
(HPC CASE No. 05-2003)**

WHEREAS, the Village is authorized pursuant to Division 11-48 2 of the Illinois Municipal Code, 65 ILCS 5/11-48 2-1 *et seq*, to enact ordinances for the purposes of protecting, preserving, enhancing, and regulating buildings, structures, objects, sites, and areas of historical, cultural, or architectural importance, and

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

WHEREAS, Samuel and Christina Eddins (the "Applicant"), are the legal owners of the building located 202 East Fourth Street in the Village and legally described in Exhibit A attached

to and made part of this Ordinance by this reference (the "Subject Building"), and they have filed an application seeking to designate the Subject Building, as a historic landmark (the "Application"), and

WHEREAS, pursuant to notice published and mailed in the manner required by the Village Code, the Hinsdale Historic Preservation Commission (the "Commission") conducted a public hearing on December 9, 2003, to consider the Application, and

WHEREAS, after review of all information presented at the December 9, 2003, public hearing, the Commission recommended approval of the Application, as set forth in the Commission's Findings of Fact in HPC Case No 03-2003, and

WHEREAS, the Zoning and Public Safety Committee of the Board of Trustees of the Village of Hinsdale, at a public meeting on December 16, 2003, considered the Application as recommended by the Commission, and

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

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

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

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

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

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

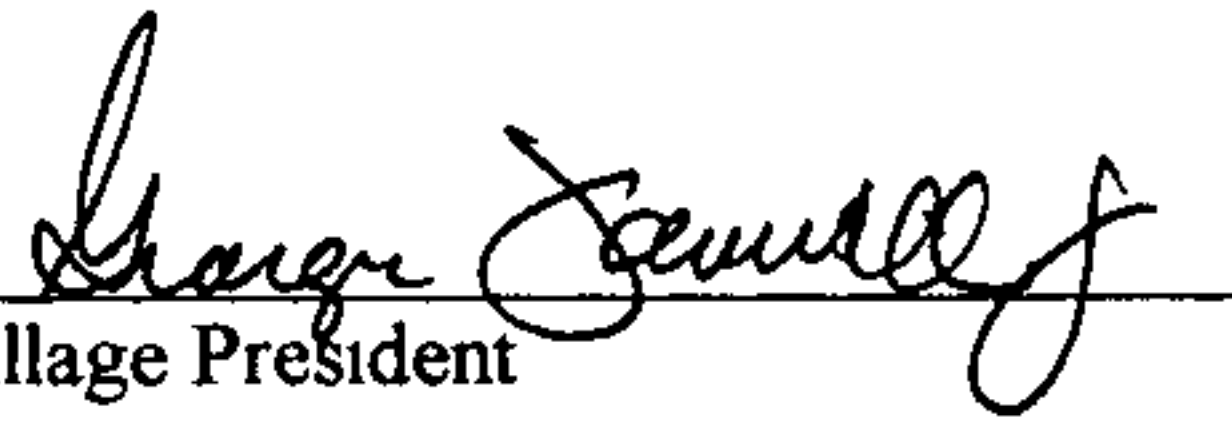
PASSED this 16th day of December 2003

AYES TRUSTEES LENNOX, BLOMQUIST, WOERNER, JOHNSON AND ELLIS.

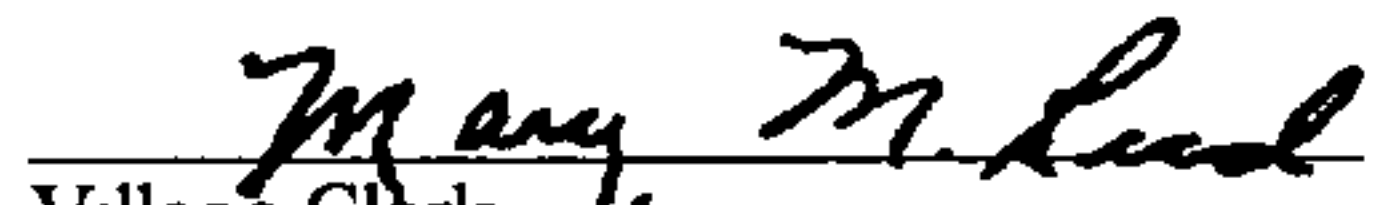
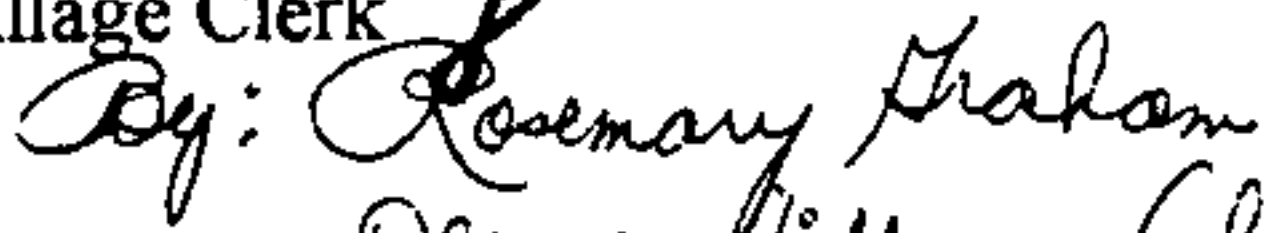
NAYS NONE

ABSENT TRUSTEE WILLIAMS

APPROVED this 16th day of December 2003


Village President

ATTEST


Village Clerk
By: 
Deputy Village Clerk



P\data/ord&res/hpc2003/202efourth-hpc-05-2003 doc

(Village of Hinsdale
19 E Chicago Ave
Hinsdale IL 60521)

EXHIBIT A

Legal Description

LOT 1 (EXCEPT A TRIANGULARE PARCEL OF LAND IN SAID LOT DESCRIBED AS FOLLOWS BEGINNING AT THE SOUTHWEST CORNER OF LOT 2 OF SAILOR'S RESUBDIVISION, THENCE NORTHEASTERLY 69 45 FEET ON THE SOUTHERLY LINE OF SAID LOT 2, THENCE SOUTH 35 28 FEET TO A POINT, THENCE WESTERLY 49 77 FEET TO THE PLACE OF BEGINNING) IN SAILOR'S RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 8, 1960 AS DOCUMENT 957905 AND CORRECTED AND RE-RECORDED APRIL 1, 1960 AS DOCUMENT 960165, IN DUPAGE COUNTY, ILLINOIS

Commonly known as 202 East Fourth Street, Hinsdale, Illinois 60521

Property Identification Number. 09-12-224-005



**VILLAGE
OF HINSDALE** FOUNDED IN 1873
19 EAST CHICAGO AVENUE
HINSDALE, ILLINOIS 60521-3489 • (630) 789-7000
Village Website <http://www.villageofhinsdale.org>

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

VILLAGE PRESIDENT
George L. Faulstich, Jr

TRUSTEES
William K. Blomquist
John R. Ellis
Laura Johnson
Robert A. Lennox, Jr
Cindy Williams
Michael Woerner

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

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

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

AN ORDINANCE DESIGNATING 202 EAST FOURTH STREET AS A HISTORIC LANDMARK
(HPC CASE NO 05-2003)

WITNESS my hand and seal this 17TH day of December, 2003

Mary M. Reed

Village Clerk

By: *Rosemary Mahan*
Deputy Village Clerk



Village of HINSDALE

ILLINOIS URBAN ARCHITECTURAL AND HISTORICAL SURVEY

STREET #	202
DIRECTION	E
STREET:	Fourth
ABB	ST
PIN	
LOCAL SIGNIFICANCE RATING	S
POTENTIAL IND NR? (Y or N)	Y
CRITERIA	C
Contributing to a NR DISTRICT?	C
Contributing secondary structure?	NC
Listed on existing SURVEY?	HHS/plaque; Arch Walks; landmark



GENERAL INFORMATION

CATEGORY	Building	CURRENT FUNCTION	Domestic - single dwelling
CONDITION	Excellent	HISTORIC FUNCTION	Domestic - single dwelling
INTEGRITY	Minor alterations and addition(s)	REASON for SIGNIFICANCE	Impressive Queen Anne residence with wraparound front porch and round three-story corner tower.
SECONDARY STRUCTURE	Detached garage		
SECONDARY STRUCTURE			

ARCHITECTURAL DESCRIPTION

ARCHITECTURAL CLASSIFICATION	Queen Anne - Free Classic	PLAN	Irregular
DETAILS		NO OF STORIES	2.5
DATE of construction	1886	ROOF TYPE	Hipped
OTHER YEAR	c. 1905	ROOF MATERIAL	Wood - shingle
DATESOURCE	HHS/plaque	FOUNDATION	Stone
WALL MATERIAL (current)	Wood	PORCH	Wrap around
WALL MATERIAL 2 (current)		WINDOW MATERIAL	Wood
WALL MATERIAL (original)	Wood	WINDOW MATERIAL	Stained Glass
WALL MATERIAL 2 (original)		WINDOW TYPE	Double hung/fixed
		WINDOW CONFIG	1/1
SIGNIFICANT FEATURES	Irregular massing and multiple rooflines; varied wood shingles and cladding; 3 story round front tower; wraparound porch with paired Ionic columns; east side porte cochere (no longer used); historic wood double hung & stained glass windows		
ALTERATIONS	House has undergone restoration work----porch restoration, some windows may be replacement (historically appropriate; skylights; 1st story west side porch enclosed (historic); 2 story rear addition (1988); 1 story addition; wood shingle roof		

HISTORIC INFORMATION

PERMITINFO: See continuation sheet.

HISTORIC NAME	Hinckley, William House
COMMON NAME	
PERMIT NO	
COST	
ARCHITECT	
ARCHITECT2	
BUILDER	
ARCHITECT SOURCE	

HISTORIC INFO

Historic photograph of original house (before c. 1905 renovation) in PICTURESQUE HINSDALE. Article on house in Mary Sterling's HINSDALE'S HISTORIC HOMES (VOL. 2).

LANDSCAPE

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

PHOTO INFORMATION

ROLL1	1
FRAMES1	18, 17, 16
ROLL2	
FRAMES2	
ROLL3	
FRAMES3	
DIGITAL PHOTO ID	\\images\FourthEast202.JPG

SURVEY INFORMATION

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

Village of HINSDALE

ILLINOIS URBAN ARCHITECTURAL AND HISTORICAL SURVEY CONTINUATION SHEET

STREET # 202

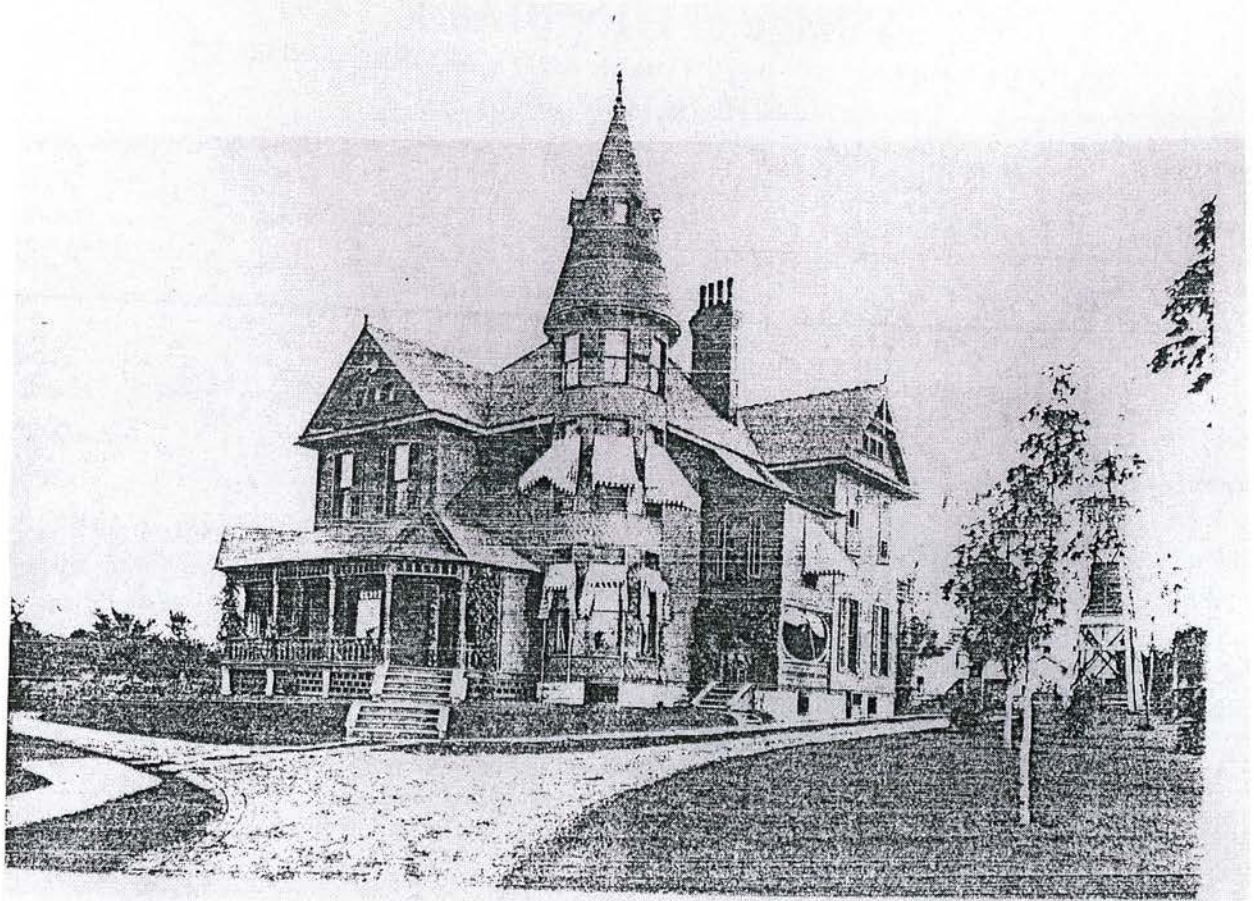
STREET E. Fourth Street

ADDITIONAL PHOTOS OR INFORMATION

Permits

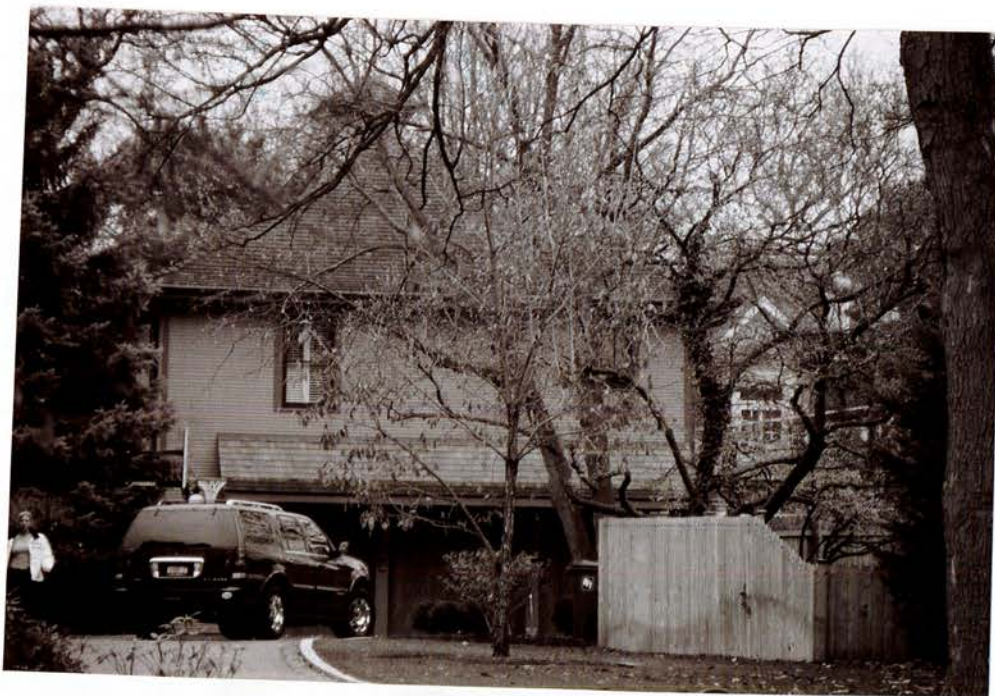
Ordinance #2003-60 (2003)--designated landmark; HABS documentation (2003); Remodeling (c. 2006)--no permits, but notations on HABS drawings for gut remodel of 1st floor bathroom, entire 3rd floor; #13953 (1988)--2 story 4 room add (\$40,000); B04-00094 (2004)--alterations (\$175,000); B9710519 (1997)--1 story greenhouse addition; #5912 (no date)--alts to family room (including replacement windows--\$2200)





Residence of Wm. Hinckley, 5th Ave. and Elm St.

**Photograph of original house from PICTURESQUE HINSDALE
(copy of photo is on file at the Hinsdale Historical Society)**



were built throughout the country until 1930. After 1930, during the modern period, popular house types included the Ranch and the Split Level. There are 20 examples of 20th-century popular types in the survey area including American Foursquare, Bungalow, Ranches, and Split Levels.

The following sections describe the high-style architecture, 19th-century vernacular house types, and 20th-century popular house types represented in the Robbins II survey area. Only styles and types that have at least two examples, of which at least one must be rated significant, are discussed in detail. The examples of these styles and types chosen for illustration are, in most cases, those ranked locally significant. In some cases it was not possible to illustrate all the significant-ranked buildings in a particular style because there were several.

HIGH-STYLE ARCHITECTURE

The survey area contains a mix of high-style buildings dating from the late 19th and early part of the 20th centuries. Of the 267 buildings surveyed, 228 can be categorized as high-style architecture. The most popular historic styles in the survey area are the Colonial Revival and (63 examples, including five Colonial Revival Cottages) and the Tudor Revival style (22 examples, including one Tudor Revival Cottage). Other common historic styles include Craftsman and Craftsman Bungalow (19), French Eclectic (18), Classical Revival (seven), Queen Anne (four) and Queen Anne-Free Classic (two), Shingle Style (four), and Dutch Colonial Revival (four). Other historic styles that have three or fewer examples include Italianate (two), Prairie Style (three), Italian Renaissance (two), Gothic Revival (one), Cape Cod (one), Mediterranean Revival

(one), and Spanish Colonial Revival (one). There are 61 residential structures that are classified as Neo-Traditional. These are new homes that have been designed to resemble historic styles. Some of them are very faithful reproductions of historic styles while others are more creative in their interpretation. Unfortunately, no matter how skilled the architect, these homes do not add to the historic character of the community. The trend to demolish authentic historic homes in Hinsdale and replace them with re-creations has been accelerating in recent years.

QUEEN ANNE

Queen Anne style houses were built all over the country from 1880 until approximately 1910. The style was named and popularized by a group of 19th-century English architects led by Richard Norman Shaw. Its roots are found in styles prevalent during the Elizabethan and Jacobean periods in England. It is characterized by asymmetry and irregularity in overall shape, facades, and roofs. The Queen Anne house often has gables, dormers, round or polygonal towers, and wings with full or wrap around porches.

A variety of materials and patterns are used to break up the surface of the walls. Shingles and clapboard are often combined, sometimes with brick masonry. The simpler examples, built after 1893 (reflecting the influence of the World's Columbian Exposition in Chicago), frequently have classical or square columns. These later examples are sometimes referred to as Free Classic Queen Anne-style houses.

Among the 19th-century high-style residential structures in the survey area, the Queen Anne style has the most examples, with four early Queen Anne residences and two Free Classic houses. Both of the Queen Anne-Free Classic

examples—the Hinckley House at 202 E. Fourth Street (1886/c. 1905) and 612 S. Garfield Street (1904)—have been ranked as locally significant.

The William Hinckley House, a towering Queen Anne residence on Fourth Street, was originally constructed in 1886. Initially, the



202 E. Fourth Street

house exhibited many of the characteristic features of Queen Anne residential architecture from the 1880s. The turned columns, balustrade, and frieze of the front porch, the tall, steeply pitched conical roof and fish scale shingles on the corner tower were typical elements. Around 1905, the house was renovated, and several Free Classic elements were added. Most obvious are the paired Ionic columns on the front porch, and the lowered roof on the corner tower. These new features, along with the enclosed gables that resemble triangular pediments, give the house a more classical appearance that was popular at the turn of the 20th century. The house was designated as a local landmark in December of 2003.

A more modest example of the Queen Anne-Free Classic style can be found at 612 S. Garfield Street. The massing resembles the Gable Front vernacular type, but the detailing,

including the Palladian window centered in the top gable, the cornice returns, and the wrap around porch with simple, round



612 S. Garfield Street

columns and triangular pediment, is characteristic of Free Classic architecture. The house is listed on the Illinois Historic Structures Survey.

SHINGLE STYLE

The Shingle Style, popular between 1880 and 1900, is a variable style that borrows characteristics from several other styles. Many are closely related to the Queen Anne style with a facade that is usually asymmetrical, with irregular, steeply pitched rooflines having cross-gables and multi-level eaves. Others have Colonial Revival or Dutch Colonial Revival-style features such as gambrel roofs, classical columns, and Palladian windows. Large porches are also common. The distinguishing feature that sets this style apart is the use of continuous wood shingles cladding the roof and walls and wrapping the house like a skin. Shingled walls may curve into recessed windows. Sometimes even porches and stair rails are covered with shingles. There are four Shingle Style houses in the Robbins II survey area. The two significant rated examples are 138 E. Fourth Street (c. 1895) and the S. Delano House at 725 S. Garfield Street (1905).

HISTORIC SITES RESEARCH PROGRAM FINDINGS SHEET

Present Resident/Owner Charles W. and Mary D Foxwell
 Street Address 202 East Fourth St. Date Submitted 2/17/92
 Physical Description of Property Pt. Lot 1, Block 12 of Sailor's Resub.
 Year in which home believed built 1886 Year enclosed picture was taken _____
 Previous Owner Anna R. Hinckley

Subsequent Owners and Dates of Ownership

<u>Anna R. Hinckley</u>	<u>12/1/1886 - 1/1/1897</u>
<u>(the house was sold in 1897 by</u>	
<u>Wm. S. Hinckley)</u>	
<u>Thomas C. Blaney</u>	<u>1/1/1897 - 2/23/1906</u>
<u>Alson E. Barnhart</u>	<u>2/23/1906 - 12/20/1907</u>
<u>Elizabeth S. Barnhart</u>	<u>12/20/1907 - 8/31/1953</u>
<u>Edward L. Cleary</u>	<u>8/31/1953 - 4/21/1956</u>
<u>(the house was sold to Cleary by</u>	
<u>Gracia M.F. Barnhart, possibly</u>	
<u>sister or daughter of Elizabeth)</u>	
<u>Stewart Sailor</u>	<u>4/21/1956 - 3/1/1970</u>
<u>A. Bruce Matthews</u>	<u>3/1/1970 - 6/10/1975</u>
<u>James P. Driscoll</u>	<u>6/10/1975 - 9/11/1986</u>
<u>Heritage Standard Bank & Trust</u>	<u>9/11/1986 - 12/16/1986</u>
<u>Charles W. Foxwell</u>	<u>12/16/1986 - present</u>

Reasons for concluding year in which house built (Refer to worksheets)

A dramatic rise in the assessed valuation of real estate usually indicates the addition of improvements, usually a house, during the previous year. In this instance, the assessed valuation for lot 1 increased from \$400 in 1886 to \$1100 in 1887, from which we may infer that a house was built on lot 1 in 1886.

Other information of interest about Owners, changes to property or structure, architectural style, etc.

The Queen Anne style of the house was popular in Hinsdale during the period 1885-1890 which adds support to the 1886 construction date.

HISTORICAL SOCIETY USE

Society Representative _____

Reviewed and accepted by Historic Sites Committee _____

Chairman and Date _____

Board Approval _____

President and date _____

Comments if any _____

PROPERTY TRANSACTION WORKSHEET BY GRANTEE

Legal Description of Property Pt. Lot 1, Block 12 of Sailor's Resub.

Date Completed 2/17/92

Document Number	Grantee (Buyer)	Grantor (Seller)	Instrument	1. Date of instrument 2. Date of filing	Consideration	Book/ Page No.	Property Description
15309	Ackerman, Wm. K.	William Robbins	W.D.	6/10/1872 6/26/1872	5,000	210 300	L1+2 B12 Wm. Robbins
36429	Hinckley, Anna R.	Wm. K. Ackerman	W.D.	9/11/1886 9/20/1886	3,000	53 619	L1+2 B12 Robbins Park Ad.
67335	Blayney, Thos. C.	Wm. S. Hinckley	W.D.	11/1/1897 9/6/1898	1,800	83 220	L1-B12 Robbins Park Ad.
86804	Barnhart, Alson E.	Thos. C. Blayney	W.D.	2/23/1906 3/23/1906	16,000	98 102	L1-B12 Robb. Park Ad.
91758	Barnhart, Eliz. S.	Alson E. Barnhart	W.D.	12/20/1907 12/26/1907	1.00	98 629	L1-B12 Robb. Park Ad.
694568	Clarry, Edw. L.	Grace M.F. Barnhart	Tis D.	8/31/1953 9/9/1953	45,000	715 308	L1-B12 Robb. Park Ad.
799915	Sailor, Stewart	Edw. L. Clarry	W.D.	4/21/1956 5/11/1956	10.-	833 219	PT 1+3 E.L. Clarry Resub.
870-8110	A Bruce Matthews	Stewart. Sailor	W.D.	3/1/1970 3/18/1970	10.-		PT 1 Sailor Resub. 42-38-1
875-30741	Driscoll, James P.	Matthews, AB		6/10/75 6/25/75	10.-		PT 1 Sailor Resub.
109324	Heritage Stand/BAT	Driscoll, James P.		9/11/86			PT 1 Sailor Resub.
87-045615	Foxwell, Chas W.	Heritage St. BAT		12/16/86			

PROPERTY TAX WORKSHEET

Legal Description of Property _____

Date Completed[illegible]

DUPAGE
BOARD OF
REALTORS

UNITED
MULTIPLE
LISTING OFFICE

HINSDALE
CLARENDON HILLS
OAK BROOK



NO RESPONSIBILITY ASSUMED FOR ACCURACY OF THE INFORMATION CONTAINED HEREIN

LISTING OFFICE Porterfield & Co.		Office Ph. 325-3800	
Owner Matthews, A. Bruce &		Address 202 E. 4th St., Hinsdale	
Home Ph. 323-7482			
Tenant	/Marjorie N.	Ph.	
Taxes 2711.	Yr. '74	Spec. Assm't	
Recep. 22.9 x 9.9 + Bay - Parquet floor	Mtg.	By	
Living Rm. (2) 15 x 15 - 21.8 x 23.2	Fpl. LR - Cherry Wood		
Dining Rm. 15 x 22.9 - Built-in China Cupboard - Beamed Ceiling & Lovely Paneling			
Kitchen 12.6 x 11.8 - Dishwasher & Disposal, Stove Included	Fam. Rm. 13.11 X 20.11		
Brfst. Rm.	Sun. Room Porch Screened		
Den 9 x 9.6 Stair-landing room	Rec. Room		
Baths (3)	Powder Rm. Yes		
Bedrooms 12.11 x 10.3 + Bay - 15.7 x 14.10 + Bay - MBR 15.10 x 14 - 14.6 x 16 - 9.6 x 14.6			
3rd Floor has 3 bedrooms, bath and attic space. 5/19/75			
Sq. Ft. Liv. Area	Builder	Utility Rm.	
Basement Full	Heat GHW	Heat Cost 588.	
Storms	Screens	Insulation Full	
Inter. Finish Hardwood - Plaster	Landscaping Excellent		
Garage 3 Car (Carriage House)	LIST 53-8		
Remarks & Inclusions:	EXP. 56-8		
All window air-conditioners (5); Swimming Pool, Oval			
Fiber glass approx 12 x 36; separate ice skating rink in back yard,			
Heater & filter for pool 2 yrs old.			
REN.			
Code SPR5-4			
Age 1892	Lot 140.9 x 225.15 Irreg.	Motive	Poss. June 15
Price 185,000.			
Rms.	Bedr's	Baths	Style & Construction
14	5 + 3	3 1/2	Frame Victorian
Name & Address			
MATTHEWS - 202 E. 4th St., Hinsdale			
Three Story			

DUPAGE
BOARD OF
REALTORS

UNITED
MULTIPLE
LISTING OFFICE

HINSDALE
CLARENDON HILLS
OAK BROOK



NO RESPONSIBILITY ASSUMED FOR ACCURACY OF THE INFORMATION CONTAINED HEREIN

\$185,000.

MATTHEWS - 202 E. 4th St., Hinsdale

Page 2

SPR5-4

Apartment above garage has living-room, dining room, kitchen, two bedrooms and bath; has own furnace and electric. Water & Gas supplied by and paid for by Main House. - - Special arrangements can be made to show to QUALIFIED CLIENTS ONLY. - Leased till July 1.

1974 tax is based on assessed value of \$33,850. 1975 assessed valuation is \$53,160.

Upstairs hall measures 14.10 x 11.8.

Unusual stained glass in many windows. Original chandeliers in several rooms. A true Victorian property.

Bar room off LR measures 8.10 x 6.

Roof on house and garage is one year old. Both house & garage were painted in 1973. Extremely solid construction.



NO PHOTOGRAPHY PERMITTED FOR VANDALISM OR THE UNLAWFUL REMOVAL OF ARTS

REPRODUCED
BY THE
DABYNE

TRUSTED OFFICE
NOTICE
CHIEF

ONE EIGHTY
SEVENTEEN
HINSDALE



JOSEPH A. THORSEN

REALTOR

Mrs. Johnson

DATE LISTED 7/20/53	SALESMAN Lytle & Mulac	BEDROOMS (SIZE) 4	NO. CLOSETS	TAXES \$897.76	YEAR 51
LIVING ROOM	FIREPLACE Yes	17.6x14.11	1	FUEL Oil	COST
Recpt Hall-28.4x10.2 Parquet Floor		16.3x15-wash bowl-F.P.	1	TYPE OF HEAT H.W.	
Parlor 15.10x15.1 - Mirror 8x6		13.1x10.5) Wash bowl	1	H.W. HEATER Rudd - 30	
Maids room off Kit 12x7		17x16)	1	TITLE G.P.	
DINING ROOM	BREAKFAST			MOORVE Close Estate	
22x14.10 - Beam Ceiling		2nd floor Hall 15.1x11.10		ATTIC Full - 2 rooms	
5ft oak panel - China Closet		Office on landing-9.8x8			
KITCHEN		NO. OF BATHS & KID		GARAGE	
14.4x11.10 & alcove - pantry & Butlers		one - leg tub		2 car Apt above	
EQUIPMENT		Clay tile-tile floor		DRIVE	
Pantry - cabinets		BASMENT		Cement Circle Drive	
LAVATORY		Full	Large front	MORTGAGE COMMITMENT	
1es - 9x7 1/2					
DECORATIONS	WALLS	TRIM			
Needs complete					
LOT SIZE	LANDSCAPING	TREES			
N.290 W.340 E.349 Rear 245 - 2 1/2 acres					
FURNISHINGS INCLUDED	CONDITION OF BUILDING				
	Needs repairs				
EST. M. \$	TERMS	HELD BY	TOOL house rear yard - poor condition		
		TENANT'S NAME AND PHONE NO.			
UNUSUAL FEATURES - MISCL. DATA					
			For access call caretaker in garage Mr & Mrs Johnson Hinsdale 3329		
DESIGN	AGE	BUILT BY	RES. & BUS. PHONE		
Victorian	70		Hinsdale-3329		
OWNER'S NAMES					
Estate of Gracia M.F. Barnhart Northern Trust Co Executors (see over)					
CONSTRUCTION	NAME	STREET	VILLAGE	PRICE & TERMS	
Frame	BARNHART	202 East 4th Street Hinsdale		\$55,000 OFFERS	

Blocks from: R.R. Station & Stores _____ Bus Lines _____ Grade School _____ High School _____

Neighbors and children: North _____ South _____

East _____

West _____

Construction: Foundation stone Floor joists, 1st fl. 2x12 2nd fl. rafters _____ Roof rafters 2x6

Make of heating plant Am Rad - Ideal Red Flash Mc Ilvane oil burner

2 275 tanks

Wall construction wet or dry Wet Condition Fair | Roof _____

Storm windows Some Screens Yes Awnings _____ Easements _____

Recent repairs and cost _____

Note - Contact - Zoll. Hruda or Carhton at Real Estate Dept Northern Trust Co R

Franklin - 2-7070

Insulation: Type _____ Ceiling - Walls _____

Legal information Lot - 1 Blk W. Robbins Park Add.

The Anna R. and William S. Hinckley House at 202 East Fourth Street was built in 1886. It is an excellent example of the Queen Anne style with Free Classic details. The house retains excellent integrity of its historic architectural features and materials. It is also locally known as the Nabisco House.

The Queen Anne style was most popular in America between 1880 and 1900. The name and many of its features came from English Medieval domestic buildings. Strongly influenced by and associated with Richard Norman Shaw and other English architects who were seeking English architectural reform, word of the style "crossed the pond" by way of Americans living and visiting in England and vice versa. It was also featured in contemporary English and American architectural periodicals that circulated in America during the late 19th century. British publications included *Building News* and *the Builder*, while the *American Architect and Building News*, a highly respected American architectural journal also included examples. Many architectural historians feel that the first Queen Anne house to be published in such a journal was the 1874 Watts-Sherman House in Newport, Rhode Island, which was designed by Henry Hobson Richardson.

The Queen Anne became known to many Americans at the 1876 Philadelphia Centennial Exhibition who saw two British examples. Although the Queen Anne in America would evolve into several different sub-types, the two half-timbered office buildings of the British Exhibition Commission received a great deal of attention and were enthusiastically commented upon by the general public, which described them as 'picturesque' and 'charming'.

By the end of the nineteenth century, when an era of reform that included less ornate architecture had settled over the country, the mainstream popularity of the Queen Anne had already declined. Its exuberant, sometimes frivolous features were seen by Americans as extravagant and pretentious. It was not uncommon for homeowners to remove exterior features to give a house a more conservative look.

Although there were basic characteristics found in all, according to well-known authors and architectural historians, Virginia and Lee McAlester, in their book, *A Field Guide to American Houses*, that based on decorative details, there are four sub-types of the Queen Anne. The most prolific of the four, of which the Hinckley House is an example, is the Free Classic. Primarily built in the 1890s, the McAlesters' estimate that over one-third of the Queen Anne homes built during this time had classical features.

By the 1890s, the Colonial Revival style, also seen by the American public at the 1876 Philadelphia Centennial Exposition, had begun to influence American domestic architecture. Although the style, with its classically-inspired features would not become truly popular until the 20th century, it was being built during the same time period as the Queen Anne. As if to predict the America's fondness for the style in the upcoming years, classical details were already being incorporated into many Queen Anne designs built in the 1890s. The Hinckley House contains numerous classical features in its front porch.

The most obvious of the classical features on the Hinckley House is the wraparound porch that extends across the front (north) of and around the east side of the house where it links up with a large porte cochere. The porch roof entablature has a molded frieze and a row of small regularly-spaced dentils. Directly above the dentils is a row of curved wood brackets that resemble those on the front tower. Although the brackets are not classical they do link the porch with the tower. The west end of the porch, where the front entrance is located, is highlighted by a pediment with classical details in relief. The entrance location is further called out by fluted Ionic columns that support the porch roof at this end. The remaining columns on the porch and the porte cochere are in the less-ornate Roman order.

The Anna R. and William S. Hinckley House have an irregular roofline and massing that was common to most Queen Anne homes. Although the main roof is hipped and the overall footprint of the house is rectangular, both are obscured because of gable-roofed dormers and several projecting bays, also with gable roofs. The rounded three-story tower on the northwest (front) corner of the house further disguises the main roof of the house.

The exterior wall surface of the Hinckley House reflects an important characteristic of the Queen Anne Style. Taking its cue from the English, a variety of building materials were used to minimize a smooth wall surface. In addition to wood clapboards, wood shingles were frequently applied to add texture to a wall. The shingles could be a more traditional design known as "coursed" and have a straight lower edge. They could also have a decorative lower edge or be a specific geometric shape. Shingles with different edges and shapes were often used in combination. This can be seen on the front tower of the Hinckley House, where bands and stringcourses of scalloped, diamond-shape, and coursed shingles give the tower a lively wall surface.

A c.1890 photograph of the Hinckley House obtained from the Hinsdale Historical Society shows the house as it is believed to have been built four years earlier. In addition to other differences, the picture shows a porch with fretwork, a turned balustrade and roof posts. The porch is much smaller overall than the one that exists today and is more typical of Queen Annes built in the 1880s. It is believed that the porch that exists today was built c.1900.

The house was built for Anna S. Hinckley by her husband William, whom she married in 1885. Mr. Hinckley was a prosperous Chicago businessman, who, with his brother and partner George, eventually owned numerous lumber planing mills. William and Anna lived with George at 142 East First Street for a time. The 1869 Italianate home, known as the William Whitney House, was nominated to the National Register of Historic Places in 1987.

According to significant research done by well-known Hinsdale historian, Mary Sterling, in 1897 Mr. Hinckley sold the house to Thomas C. Blayney, who owned the house until 1906. During the nine years, it appears he rented it to a Mr. R.D. Richardson and his family. It is not known exactly how long the Richardsons lived in the house although research Ms. Sterling's research indicates that the federal census records lists the family as living there in 1900. Richardson was a president of the Nabisco Biscuit

Company. The 1949 history of Hinsdale by Hugh Dugan, *Village on the County Line*, mentions that a Richardson family member designed the Nabisco Company logo.

In 1906, Thomas Blayney sold the house to Alson E. Barnhart and his family. Barnhart, a western New York native, had a large international type-founding business, Barnhart Brothers and Spindler, in Chicago. The house remained in the Barnhart family until 1953. Between 1953 and 2002, when the current owners, Sam and Christie Eddins, purchased the property, there were five other owners.

It is strongly believed the builder of the Hinckley House was Adolph Froscher, a prominent Hinsdale resident and businessman. Froscher, born in Hamburg, Germany emigrated to America in 1869 and came directly to Hinsdale. A carpenter by trade, Froscher established a large contracting business and built many large homes in Hinsdale. His client list was impressive and included many prominent residents such as George B. Robbins (William Robbins' son), Frederick Schuyler, William and Mary Childs and J.C.F. Merrill. Recognized as a 'substantial' citizen, he served as one Hinsdale's board of trustees. Froscher lived in Hinsdale until his death in 1909.

Froscher's home, built in 1888 still stands at 314 South Washington. Although smaller than the Hinckley House, it has a similar porch design that includes a pediment to one side and paired Ionic columns. Coincidentally, like the Hinckley House the porch is not the original and replaces a porch with decorative spindlework and delicate turned posts.

The Anna R. and William S. Hinckley house at 202 East Fourth Street is a definitive example of the Queen Anne Free Classic. The house has excellent integrity that can be seen in the retention of its historic design features and original materials. It would make a valuable addition to the village as a local landmark.

Fax (630) 226-9234

Scale 1" = 40'

Courtesy of Hinsdale
Historical Society



Residence of Wm. Hinckley, 5th Ave. and Elm St.

Hinsdale Historical Society | www.HinsdaleHistory.org | 630-789-2600

220 E. Fourth St., Hinsdale
Owners: Sam and Christie Eddins
c. 1890 Historic Photograph

c. 1890

Our old house

Reason for home's moniker finally found

The magnificent blue Queen Anne Victorian at 202 E. Fourth, Hinsdale, now owned by Charles W. and Mary D. Foxwell, was built in 1886 for Anna R. Hinckley. Her husband was William S. Hinckley. She was his third wife. He had been born in 1830 in Delaware, moved to Knoxville, Ill., and then Galesburg. In 1865 he married Jessie Brewster who died in 1874 leaving him with their three children, William, Bessie and Harry. In 1878 he moved to Chicago and married Margaret McFarland that same year. They moved to Hinsdale in November 1880 and Margaret died in 1883. In 1885 he married Mrs. Anna R. Dana. He bought the house while married to Anna.

William and his brother, George Hinckley, owned a lumber planing mill in Chicago, which expanded to more mills. George and his family bought and lived in the William Whitney house at 142 E. First, Hinsdale, in 1882.

When Mr. and Mrs. William S. Hinckley first came to Hinsdale, they lived, together with his children, William and Bessie, at Third and Park. We don't know if this was his second wife, Margaret, or his third wife, Anna. Miss Bessie Hinckley was an early teacher at the Garfield School, located where the Hinsdale Middle School now stands.

William S. Hinckley sold this house to Thomas C. Blayney in 1897. We believe Blayney rented it to the man who gave the house its nickname, the Nabisco House. When doing the research on her house, Mary Foxwell couldn't find any connection with the prior owners and Nabisco. That was enough of a challenge to get me going. She was correct! When researching the record owners, there doesn't seem to be any connection, but I remembered

something about Nabisco from "Village on the County Line" written in 1949 by Hugh Dugan. It's a fascinating book describing early Hinsdale and some of its citizens. There's a section listing prominent Hinsdaleans and their residences. That's where I hit paydirt! Mr. J.D. Richardson is listed as living in this house back in the late 1800s. He was president of the National Biscuit Company. It's said that a member of the Richardson family designed that familiar National Biscuit Company trademark — the Nabisco symbol. Checking the 1900 census, I was lucky to see that Richardson was renting this house. That would explain why his name didn't show up in the legal records in Wheaton for Mary Foxwell to find. They only list owners, not renters.

Richardson, 50, and his wife, M.D., had been married 26 years with four



MARY STERLING

surviving children out of six born to them. He was from Virginia and listed himself as a manufacturer of biscuits. She was from New York and her parents were from England. Because all four of their children had been born in Missouri, it's a safe assumption that the Richardsons had lived there for some time. Listed are sons R.R., 20; Francis, 14; and Robert, 10; and daughter, Elizabeth, 5.

A home that spacious has plenty of room and, as was done in those times, boarders were often aplenty. This home had three unmarried ladies, all of similar backgrounds to Mrs. Richardson — they were born in New York and had parents from England. They were the Ferguson sisters: A.C., 51; A.T., 47; and M.S., 42. I wonder if they are related in some way to Mrs. Richardson? If so, I haven't found the connection. Also in the house were

three young women servants from England: Florence Auty, 29; Anna Graham, 30; and Mary Jansen, 24. The Swedish coachman was William Anderson, 38. As is often the case, the coachman's quarters would probably have been above the coachhouse, which is behind the house and match it beautifully.

In the 1910 census, John D. Richardson and wife, Maria, were living in Hinsdale with daughter, Elizabeth, and one servant, Mary Jansen. Their address at this time is unclear, but it appears they were renting a house on Sixth Street. And what became of the Ferguson sisters? Why they were listed all together still on Second Street. The names behind the initials are Alice, Annie and Marian. Alice and Annie listed no occupation but Marian was a commercial artist. With them was a servant, Florence Lacy, from Virginia.

That solves the Nabisco question because Thomas Blayney owned it, but rented it to Richardson, the Nabisco connection — another mystery solved!

Blayney sold the house in 1906 to Alson E. Barnhart. It remained in his family until 1953. He conveyed title to his wife in 1907, and it was finally sold by their daughter, Gracia M.F. Barnhart, in 1953. From Barnhart's obituary in 1936 we learn much about him and his family. He died at age 90 having outlived six older brothers. Born in Hartfield, near Chautauqua Lake, N.Y., in early manhood he published a newspaper in Independence, Iowa, where his parents had moved from Michigan. He soon moved to Chicago where he and his two brothers started what would become the type founding firm of Barnhart Brothers and Spindler, having many branches and foreign connections. The product

Please turn to HOME on Page 4



This grand Queen Anne Victorian at 202 E. Fourth, Hinsdale, has been known as the Nabisco House since the late 1800s, but finding out why took some real digging. (Photo for The Doings by Steve Bittinger)

of this company were known for their style and quality. Barnhart, treasurer of the company from 1883-1912, was known to be a "careful, competent, economical official."

In 1869 he married Elizabeth French of Griggsville, Ill. They had two children, Myrtle, who died in early childhood, and Gracia, who lived with them for many years. Barnhart sold the business in 1912, at age 66, and didn't "reembark in trade" but "kept busy among the various arts becoming a collector of paintings, rugs and other fine art productions." His wife died the year after his retirement, 1913. Several years later he married Miss Clara Sherwood and they lived on the North Shore of Chicago. We surmise daughter Gracia lived on in this house after her father remarried and moved to the North Shore because Gracia sold the house in 1953 to Edward L. Cleary.

Gracia was listed in the telephone directories at this house, although records indicated she also owned the Whitney House at 142 E. First, Hinsdale, from 1915 to 1925. The Whitney House is the one mentioned earlier, owned by the brother of the man who had this house built. It's a small, sometimes confusing world, isn't it? Edward L. Cleary bought this house in 1953, selling to Stewart Sailor in 1956.

There's a funny story about the pets the Sailor family kept. They had a pet monkey, which was kept in the children's bedroom, and a pet lion who lived in the basement. One day the lion surprised a bridge party across the street at Chick Highley's house. It seems the lion decided to go for a walk. When the card players looked up, there was a lion watching them, a few feet away, through the picture window. Talk about an attention-getter!

In 1970 A. Bruce Matthews bought the house and in 1975 sold it to James P. Driscoll. In 1986 Charles W. and Mary D. Foxwell became its owners.

Take the time to stroll past this house and enjoy its commanding posi-

tion on the large lot. The lovely house has had a few additions that only add to its charm. The Foxwells were told that Dressler did a substantial addition in the 1960s, and in 1988-89 the Foxwells added a third bath to the second floor and redid the master bathroom. They also switched the positions of the family room and kitchen. They succeeded in matching the woodwork and columns in the addition. The house has original natural woodwork throughout and beautiful stained glass windows. Some of the finest glass isn't visible from the street. It's on the second set of doors in the entry. But you can see the workmanship on the upper portion of the first floor windows of the turret on the northwest corner of the house. The coach house has a studio apartment on the first floor and two bedrooms on the second floor.

The Sailor children dropped in for a visit and told the Foxwells how they used to play hide and seek throughout the house in the turrets and tunnels. But the Foxwells haven't found the tunnels. Also, the fireplace on the second floor has been cemented in. The Foxwells wonder if it was ever a functioning fireplace.

If you can answer these questions or have additional information, call the Foxwells or write me and I will pass the information along to them. Mary Sterling, c/o Hinsdale Historical Society, P.O. Box 336, Hinsdale 60521.

I want especially to thank Bev Ericksen, a local genealogy expert, who was an invaluable help in tracing the Hinckley family and its many members and moves throughout the country.

Mary Sterling of Hinsdale is the public relations chairwoman on the board of directors of the Hinsdale Historical Society.

seat smarts A window seat offers an ideal spot for curling up with a book, dreaming away an afternoon, or sharing secrets with a friend.

best chest A gently worn chest—left as found by designer Kim Elia—is a timeless spot to store treasured possessions. The chandelier adds a note of elegance to the room.

it's all in the details

Her bedroom is the first real opportunity a girl has to exhibit her decorative personality. Some helpful hints for this space:

Color The teen years are not a time to be shy. Experiment with bold colors. One rule of thumb: If using intense colors on upholstery, choose a more toned-down hue for the walls, and vice versa.

Antiques Not all old pieces are valuable. Don't be afraid to paint or replate inexpensive flea-market finds to introduce a retro look. A silver finish gives an instant modern tone to furniture.

Pattern The classics aren't just for grown-ups. Less serious patterns, like checks and lighthearted flowers, are lively and energetic to match young lifestyles.

with shirred swags and floor-puddling panels drifts around an upholstered headboard. To increase the feminine factor, silk on the bed (and throughout the room) is finished with elegant dressmaker details. Bed pillows, for instance, are laden with ornate touches such as cording, beading, and other trims.

To keep the room youthful, whimsical tiebacks reminiscent of spaghetti straps are used on the traditional formal silk draperies that frame the window seat and echo the pleats of the bed skirt. Cascading sheers with crystal detail soften the geometric checks that blanket the room.

"The window seat and the draperies act almost as a stage in this dramatic room," says the designer. "I was able to take advantage of the high ceiling to create a stunning look."

Two occasional pieces—a French side chair and a cube ottoman—are also upholstered in the room's defining checks. The chair is fitted with a casual slipcover, while the ottoman sports a box-pleated skirt prettied up with ruffles. ➤

Produced by Hilary Rose and Sally Mauer Photographs by Casey Sills



sleeping beauty

In this enticing bedroom retreat, wall-hung antique plates in faded colors add a delicate touch. The window treatment is a combination of shirred swags topped with rosettes and sheer floor-length panels.



KIM ELIA, HINSDALE SHOWHOUSE HINSDALE, ILLINOIS

Serious clotheshorses share a smart shopping practice: When they find a great look, they fill their closets with it. And when interior designer Kim Elia discovered the perfect fabric for the girl's bedroom she was assigned, she decided to forget coordinating patterns and use one fabric exclusively as the springboard for the sun-drenched room's chorus of ruffles and frills. Two hundred yards of daffodil-and-white checked silk later, the room was transformed into a symphony of color and pattern that is delightfully feminine.

"The young lady who is going to live here is a real girly girl," says Elia. "I dialed into her personality and just ran with that, creating a place where she could daydream about the future while enjoying old-world charm."

To match the sunny yellow of the fabric, the walls are painted in a toile-and-stripe design that is tailored but sweet and pretty. An over-the-top half-canopy lavishly embellished ▶

cheerful charm The tub, with its tiles of white with yellow trim, is draped in coordinating silk to give it a feeling of privacy. The same happy silk check was fabricated into a balloon shade at the window.

Hinsdale Historical Society | www.HinsdaleHistory.org | 630-789-2600

202 EAST FOURTH STREET – PRIVATE RESIDENCE



This single-family residence is located prominently at the top of a hill and has a corner tower and a porch with columns and a pediment that make it highly recognizable in the historic Robbins Park subdivision. The house's overall form dates from its original c.1886 construction date but it has many significant features from the time of its c. 1905 remodeling. The property was designated a landmark on December 16, 2003.

The house is a fine example of a Queen Anne style with its wraparound porch with molded frieze, wood dentils and carved brackets. At the front entrance fluted ionic columns support the pedimented porch roof. A rounded three-story tower with a low conical roof is found on the northwest corner of the house. The house has numerous tall gables and a variety of flat and curving wall surfaces as well as decorative shingling. The house also has most of its original windows, including stained glass transoms and groupings of small, square windows in the gable ends. In addition to wood clapboards, wood shingles were used to create a decorative lower edge and to ornament the corner tower. This variety of materials and wall surfaces is typical of the Queen Anne style.

A rear addition was completed in 1985. At the time of landmark designation the property owner was doing extensive restoration and updating of the home and coach house.

HINSDALE PRESERVATION AWARDS

For the second year the Hinsdale Historic Preservation Commission and The Doings are sponsoring the preservation awards program. The program was begun in 1988 by the Hinsdale Historical Society and since then over 100 buildings have been recognized. There are three categories for awards:

Preservation: includes the maintenance, protection, repair and replacement of the structure so that it retains its original exterior historic character.

Exterior Rehabilitation: means restoring a structure's architectural style by removing and/or replacing historically incompatible additions, alterations, or decorative elements.

Compatible Additions: means that the design of the addition recognizes and respects the existing architectural characteristics of the property, including its size, shape, scale, materials, colors and textures. The addition should not change, obscure, damage, or destroy any significant features of the original property.

If possible, you are encouraged to submit "before" and "after" photos.

Deadline for nomination of properties is Monday, March 8, 2004. Nomination forms are available in The Doings newspaper and at the Village Offices. Awards will be presented during the annual Preservation Week Awards Ceremony on Sunday, May 16th.

Can you find me in town?

202 E. FOURTH



Born in 1886, I was christened the Hinckley-Nabisco house and rapidly became the epitome of glamour, function and inspiration to the Hinsdale elite.



Over 5,900 square feet of large rooms, loaded with leaded glass windows, original woodwork, three-dimensional hardwood floors, chandeliers and hardware. Seamlessly blended Mizani designed octagonal family room, kitchen and breakfast room overlooking lush perennial gardens. Set on an acre of private sweeping grounds with views from the front and side screened porches. Through the porte-cochere find a restored double coach house above the three-car garage, an oasis unto itself.

To call this home is to relive history and most certainly is a reminder of gentler times.

\$3,200,000

6-01

Hinsdale Historical Society | www.HinsdaleHistory.org | 630-789-2600

Historic 202 E. Fourth - Hinsdale

The magnificent blue Queen Anne Victorian at 202 E. Fourth Street, now owned by Charles W. and Mary D. Foxwell was built in 1886 for Anna R. Hinckley. Her husband was William S. Hinckley. She was, in fact, his third wife. He had been born in 1830 in Delaware, moved to Knoxville, Illinois and then Galesburg. In 1865 he married Jessie Brewster who died in 1874 leaving him with their three children, William, Bessie and Harry. In 1878 he moved to Chicago and married Margaret McFarland that same year. They moved to Hinsdale in November of 1880, and Margaret died in 1883. In 1885 he married Mrs. Anna R. Dana. It was with Anna that he bought this house.

William and his brother, George Hinckley, owned a lumber planing mill in Chicago which eventually expanded to more mills. George and his family bought and lived in the "William Whitney House" at 142 E. First in 1882. That house was the first Hinsdale structure to be placed on the National Register of Historic Places.

When Mr. and Mrs. William S. Hinckley first came to Hinsdale, they lived, together with his children, William and Bessie, at Third and Park. I don't know if this was his second wife, Margaret, or his third wife, Anna. Miss Bessie Hinckley was an early teacher at the Garfield School, located where the Middle School now stands.

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A house as spacious as this one had plenty of room, and, as was done in those times, boarders were often aplenty. This home had three unmarried ladies, all of similar backgrounds to Mrs. Richardson, having been born in New York with parents from England. They were the Ferguson sisters, "A.C., 51; A.T., 47; and M.S., 42." I wonder if they are related in some way to Mrs. Richardson? If so, I haven't found the connection. Also in the house were three young servants from England: Florence Auto, 29; Anna Graham, 30; and Mary Jansen, 24. The Swedish coachman was William Anderson, 38. As is often the case, the coachman's quarters would probably have been above the coach

house which is behind the house and matches it beautifully.

In the 1910 Census we again see John D. Richardson and wife, Maria, living in Hinsdale with daughter, Elizabeth, and one servant, Mary Jansen. Their address at this time is unclear, but it appears they're now renting a house on Sixth Street. And what's become of the Ferguson sisters? Why, they're all still together on Second Street. The

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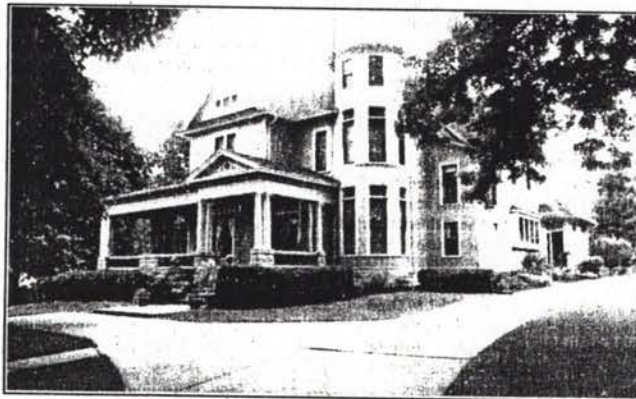
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The Hinsdale Historical Society owes a debt of gratitude to Mary Foxwell who co-chairs the annual Flea Market/Garage Sale and has served for years on the Board of Directors as Membership Chairman.

This house received one of the Hinsdale Historical Society's 1993 Historic Preservation Awards in the residence category.

Source: "Hinsdale's Historic Homes and the People Who Lived in Them" by Mary Sterling



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Take the time to stroll past this house and enjoy its commanding position on the large lot. The lovely house has had a few additions that only add to its charm. The Foxwells were told that Dressler did a substantial addition in the

The Nabisco Estate



This tall and historic estate sits proudly on over an acre of the best. Incredible character fills each room. A large front veranda overlooks Fourth Street--screened porch, portecochere, coach house & working greenhouse.

The main house with its tall ceilings and exquisite custom millwork and exceptional architectural details of past craftsman. Three floors with over 6,000 sq. ft. including 6 bedrooms, a newer glassed wall family room, kitchen and music room. The two story coach house includes a studio and a separate apartment and three car garage. A Historic Preservation Winner!

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Mr. C. Cutler Humiston
5814 Ridgewood Drive
Western Springs, Il 60558-2129

Dear Mr. Humiston,

Thank you so much for your letter of July 19th. I'm honored to be contacted by Mr. Cushing's nephew. Although I never met the gentleman, Marie Homann always spoke so glowingly of him.

The Miss Barnhart you mentioned must have been Gracia M. F. Barnhart who lived at 202 E. Fourth Street. I am enclosing a copy of an article I wrote on that house in 1993. Thanks for mentioning the Hickory Street connection. I'm afraid I don't always make the right connections and I'm grateful you did this one for me.

Please continue to watch my work for other clarifications - I'd appreciate it!

We all miss Marie Homann, especially her cousin Carl who is another friend of ours. He lives in Florida and would probably appreciate a letter if you ever have time. His address is 1618 Ennis Terr. NW
Pt Charlotte, FL 33952

Again, thanks for your letter and please write again or call me if you have any other information. My home address is 735 S. Oak, Hinsdale and my phone is 630-325-3853. Have a happy summer!

Oh, and I am also enclosing an article about a book my son and I published in April that is selling well. There's also a mail order feature I'm sending along, too. (You might guess I am also marketing the book myself!)

Warm wishes
Mary

INSIDE SECTION 17

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TempoDuPage

SUNDAY, JUNE 9, 1996

TO SAVE A CHILD
Our Children's Place
dream come true for ab
and neglected childre
Page 3

When writing about Hinsdale's history, it's all a matter of time

By S.R. Carroll
SPECIAL TO THE TRIBUNE

The history of Hinsdale is intertwined with that of world events in the new book "Hinsdale & the World: One Hundred Years" by mother and son team Mary and Tom Sterling of Hinsdale.

A timeline runs down the inside margin of the book, outlining

things that were happening internationally, sometimes explaining local history.

"A lot of times the timeline tells you what was playing in the local theater," said Tom. "When 'Casa-blanca' was first shown in the local theater, that was very interesting, because everybody has seen that and how the people were dressed. To compare that to something that someone did

around here helps to picture local history."

Tom, 25, and his mother, Mary, 50, started on the project two years ago. Tom earned his bachelor's degree in American history from Northwestern University and will graduate from the Northwestern University School of Law this spring.

Mary has served for many years on the board of directors

for the Hinsdale Historical Society and has written a monthly column titled "Our Old House" for The Doings, a Hinsdale newspaper. Much of the material in the new book comes from that paper.

The large-size paperback book contains lots of black and white pictures that set the mood, many from the historical society and many others from private collections.

They chose to cover 100 years of Hinsdale history because another author had covered the earliest years of the town.

"We didn't want to compete with him," said Mary, who has lived in Hinsdale for 28 years.

Another unusual addition to the book is a street index at the back and a reference sheet showing pictures of buildings in the downtown along with their addresses, making it easy to look up the history and stories of a

particular structure.

"We took individual photos of buildings, cut them out and pasted them up with the address," said Mary. "It makes for an easy reference tool."

They kept each local history story to no longer than one page.

"We didn't want any one story to overshadow the whole book," she said.

There are lots of fun tidbits of history included, too, like the stories of "blind pigs" (illegal saloons), bootlegging, robberies and celebrity visits.

"We tried to give the book a humorous, upbeat slant," said Mary. "It shows the funnier sides of life through 100 years."

Also included is the history of some surrounding towns, including Oak Brook, Burr Ridge, Clarendon Hills and Western Springs.

Tom said he particularly enjoyed researching some of the

first-person stories of World War II.

"One of my favorites is of Capt. Rod Stewart, who was flying an unarmed transport plane in what he thought was a mock air raid at Pearl Harbor the morning of the attack," he said. "He didn't know what was going on until he got close and had to make a quick landing and quick escape because he was short of fuel."

Mother and son say they worked together well during the project.

"We were able to laugh through most of the project," said Mary.

The new book is available for \$22.75 by mail (735 S. Oak St., Hinsdale, Ill. 60521) or for \$20 at four Hinsdale locations: Little Book Store, 13 W. 1st St.; Schweidlers, 8 E. 1st St.; Hinsdale News Agency, 24 E. Hinsdale Ave.; and Soukup's Hardware, 35 E. 1st St.

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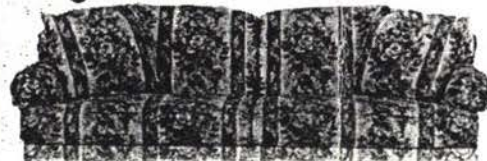
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HOME DIGEST

Greta Garbo's rug and tale of Lurch the Lion

BY BILL CUNIFF
Homelife Reporter

The Hinsdale Decorators Showhouse opens on Monday in the Hinckley House, a 118-year-old Queen Anne — with storybook gables and turrets. The mansion sits atop a one-acre hill.

Fluted ionic columns guard the front entrance. The parlor and living room have pocket doors. A built-in hutch is set in the formal dining room. The six bathrooms are equipped with Kohler fixtures. Some of the light fixtures are original. Up on the third floor, there is the "fairy tale" playroom.

Visitors can watch for four fireplaces, beamed ceilings, stained glass transoms and spectacular woodwork. A coach house is at the back of the property.

Various professional designers will decorate 27 spaces in the mansion at 202 E. Fourth St. For example, Lynn Aseltine Kolbusz of Room Service Ltd. in Glen Ellyn will show off some elegant style in the dining room. Vicky Tesmer of Tres Jolie Art in Chicago is sure to have some fun in the children's playroom. Mary Susan Bicicchi of Interiors by Mary Susan Inc. in La Grange will tune up the music room.

A rug — from the New York apartment of film legend Greta Garbo — is set in the breakfast room, by Jill Davis Interior Decoration in Geneva.

The show will run from Monday through Oct. 24. Hours are 10 a.m. to 3 p.m. Monday through Friday, 6 p.m. to 8 p.m. Thursday and Friday and noon to 4 p.m. Saturday and Sunday. Tickets are \$25, or \$20 in advance.

The Queen Anne was built for William S. Hinckley, and his third wife, Anna. Hinckley made his fortune in the lumber business in Chicago.

Mary Sterling traced all the residence's owners and renters over the years in *Hinsdale's Historic Homes Volume 2* (Sterling Books Ltd.). For a while, the residence was nicknamed the Nabisco House.

"Mr. John D. Richardson is listed as living in this house back in the late 1800s," Sterling said. "He was president of the National Biscuit Company. It's said that a member of the Richardson family designed that familiar National Biscuit Company trademark."

There were also times when the house had boarders, such as the Ferguson sisters, Alice, Annie and Marian. The women's servant was named Florence.



The Hinckley House in Hinsdale, as seen in this 1890 photo, will be the site for the Grace Episcopal Church of Hinsdale Decorators Showhouse.

moved into the mansion in 1956. "There's a funny story about the pets the Sailor family kept," Sterling said. "They had a pet monkey, which was kept in the children's bedroom, and a pet lion, who lived in the basement. On Aug. 2, 1965 the lion surprised a bridge party across the street. It seems the lion had decided to go for a walk. When the card players looked up, there was a lion watching them, a few feet away through the picture window!" Later that month, Lurch the Lion was given to the Lincoln Park Zoo.

The house has had a few additions over the years. In the late 1980s, a third bath was added on the second floor. It was at this time that the owners also switched the positions of the family room and kitchen. "They succeeded in matching the woodwork and columns in the addition," Sterling said.

The house has original natural woodwork throughout and stained-glass windows. "Some of the finest glass isn't visible from the street. It's on the second set of doors in the entry," she said. But you can see the workmanship on the upper portion of the first-floor windows of the turret on the northwest corner of the house. The coach house has a studio apartment on the first floor, with two bedrooms on the second.

Grace Episcopal Church of Hinsdale Decorators Showhouse, 202 E. Fourth St., Hinsdale. (630) 415-2574. www.hinsdaledecoratorsshowhouse.org.

Loose Lion Cub Leaves Village For Chicago Zoo

9-2-65
Lurch, a three-month old lion cub, was accepted Monday as a donation to the animal kingdom at Lincoln Park zoo. He had been loose Sunday, Aug. 2, in Hinsdale and was captured by neighbors and Hinsdale police.

The pet of Charles Sailor, 202 E. Fourth st., Lurch had been chained in his backyard pen. Described as being as large as a boxer dog, the lion had no claws or fangs and was not dangerous.

Hinsdale police and neighbors joined in the 10 p.m. search for the animal. Armed with flashlights, the searchers found the frightened cub in the bushes. With the confusion, Lurch was panicky and nipped the hand of Officer Louis Baumgarten. The minor bite was treated at Hinsdale Sanitarium and hospital emergency room.

Now the cub is caged at the zoo and away from people who can be frightening to animals. His quarters are right next to a Bengal tiger, another new addition to the Lincoln park zoo.



The Hinsdale Historic Preservation Commission Tuesday recommended local landmark status for Samuel and Christina Eddins' house at 202 E. Fourth St. The house's classic features and its visibility impressed commissioners. (Doings photo by Scott Hardesty)

Landmark status recommended for home with unique history

By BRIAN BOYLE
STAFF WRITER

Samuel and Christina Eddins' home at 202 E. Fourth St. is set to become the 12th single-family home landmarked by the village of Hinsdale.

Historic preservation commissioners Tuesday recommended the couple's application for local landmark designation.

"This was a really well done application, really nice," Chairwoman Jean Follett said.

The zoning and public safety committee will review the application Tuesday, Dec. 16.

Adolph Froscher, a prominent Hinsdale resident and businessman, reportedly built the Queen Anne house for William and Anna Hinckley in 1886. The next owner reportedly rented the house to the president of Nabisco sometime between 1897 and 1906. Therefore, the house was known locally as the Nabisco house. The house was remodeled extensively in about 1905, and an addition was put on the rear in 1985.

To be eligible for local landmark designation, a structure must be at least 50 years old and meet certain criteria.

The Eddins think their house has significant character, interest and value. They think the house represents certain distinguishing characteristics of architecture inherently valuable for the study of a time period, type of property, method of construction and use of materials. They also think the proposed landmark embodies elements of design, detail, material or craftsmanship of exceptional quality.

The house is an excellent example of the Queen Anne style with Free Classic details, the application states. The house contains many classical features, the most obvious being the wraparound porch that extends across the front of and around the east side of the home, where it links with a large porte cochere.

"The house has excellent integrity that can be seen in the retention of its historic design features and original materials," the application states. "It would make a valuable addition to the village as a local landmark."

The Eddinses also think the house is an exceptional example of a historic or vernacular style or is one of the few such remaining properties of its kind in the village.

The house retains excellent integrity

of its historic architectural features and materials, the application states.

"I think those are all good," Follett said of the criteria.

Commissioners think the house meets another criteria, that it is an established or familiar visual feature because of its unique location or its singular physical characteristics.

"I think this is a house that almost everyone would say, 'I know that house,'" Follett said.

Commissioners wanted to recognize the house for being built by a prominent Hinsdale resident and businessman and for being inhabited by a president of a major American corporation, but they said they would need documentation.

The property also has a coach house. It's a neat structure, Samuel Eddins said.

"It's interesting, some of the things we found in there — whiskey bottles, derby hats, old books," he said.

The Eddinses, who bought the house in 2002, are remodeling it and the coach house. Among other things, they are having 45 windows restored. They hope to finish next May.

"It's just essentially getting back to the original character of the house," Samuel Eddins said.

Kitchen with Victorian sensibility

By Mary Daniels | Tribune staff reporter

The Hinckley House, an American Queen Anne house with characteristic wood shingle-and-clapboard siding indicative of this architectural style, is the 10th annual Grace Episcopal Church of Hinsdale Decorators' Show House.

Located in what is now the prestigious southeast corner of Hinsdale, the house was built in 1886 for William S. Hinckley (no relation to the water bottlers). Nine families have

been in residence over the last 118 years, including the Sailor family, which kept a menagerie that included a monkey and a lion.

Early on, the house was rented to J.D. Richardson, then the president of the National Biscuit Co., earning it the sobriquet "The Nabisco House." Restoration efforts were recognized by the Hinsdale Historical Society with the 1993 Historic Preservation Award.

This fall, 27 rooms, including six bathrooms,

have been transformed by 32 interior designers into an epic of a showhouse sure to thrill lovers of Victorian architecture and period decorating with its opulence and grandeur.

One of the highlights is a new kitchen that is still in keeping with the Victorian mood, designed from scratch by Christine Julian of Julian Kitchen Design, Chicago, and accessorized by Jill Davis of Jill Davis Interior Decoration, Geneva.

The Hinckley House'

36 American Queen Anne
202 E. 4th St., Hinsdale

What to look for

Twenty-seven rooms have been lavishly decorated by 32 leading interior designers. Exterior decorating including the classical revival porch, cone turret and landscaping — are in keeping with a grand theme of this style.

Hours through Oct. 24

10 a.m. to 3 p.m.
Sundays through Fridays
5 to 8 p.m. Thursdays
and Fridays

Noon to 4 p.m.
Saturdays and Sundays

Tickets: \$25. Proceeds from the showhouse benefit Chicago area charities.

Seats

No children under 8
House not accessible
for the handicapped

More information:

Call 630-415-257
www.hinsdalehistoricalsociety.org
decoratorsshowhouse.



DIAMONDS ARE FOREVER

Julian added fancy "lay-ons" on the custom cabinet doors and atop the hood of the Wolf Sub-Zero stove, in keeping with the ornateness of the Queen Anne style when more definitely was more.

STAMP ACT

The patterned tile on the wall under the hood was chosen by Julian because it "had to be consistent with the style of the period when they used stamped metal on the ceilings."

BEHIND CLOSED DOORS

The custom cabinets by Globe Custom Woodwork Inc., Melrose Park, designed by Julian, are painted and glazed a cream color. While they look period, they have all modern amenities, such as roll-outs and pull-out metal baskets for convenience.

Tribune photo by Margo Cohn

THE STONE AGE

Also with a tip of the hat to history, both the countertops and the country-style sink are soapstone.

SNUG LITTLE ISLAND

The island is natural maple butcher block with a tung oil finish.



Mrs. James Driscoll, Hinsdale, enjoys the space
902 EAST FOURTH

and beauty of her family's turretted Victorian home.

9-27-79

This Victorian home is a legacy from a more elegant era, with skilled craftsmanship and quality material evident everywhere. Built in 1892, its unique cherry, oak and mahogany woodwork serves to highlight the Driscolls' richly carved Victorian furniture.

A handsome, wide, carved staircase leads upstairs from the oak parquet entrance hall. The music room off the main hall has been the setting for many a talent-filled recital. A screened porch where carriages once left their passengers is now a cool family retreat. An outdoor pool nestles unobtrusively towards the back of the house; and the great old coach house has been converted into a cozy, wood-lined contemporary apartment which also will be open for viewing on the house tour. Four of the Driscolls' five children spend most of the year away from home, but return frequently to share the peacefulness of this Victorian retreat.

The HINCKLEY House

WWW.HINSDALEDECORATORSSHOWHOUSE.ORG
630.415.2574

Name _____

Address _____

City _____ State _____ Zip _____

Phone _____

_____ Tickets at \$20 each prior to October 4th
\$25 October 4th - 24th

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*Please make checks payable to
Grace Church Show House*

Complete this form and include a self-addressed
stamped business-sized envelope to:

Grace Episcopal Church of Hinsdale
Tickets
120 East First Street
Hinsdale, IL 60521



REACHING OUT IN SERVICE TO OTHERS

2004 GRACE EPISCOPAL CHURCH OF HINSDALE
10TH BIENNIAL DECORATORS' SHOW HOUSE

The HINCKLEY House

202 EAST FOURTH STREET, HINSDALE
OCTOBER 4TH - 24TH

Built in 1886, this American Queen Anne stands out among the Village of Hinsdale's finest estates. View our rejuvenated landscaping and 27 tastefully executed design spaces rich with unrivaled craftsmanship and elegance. This year's Show House exemplifies traditional values with its stately architecture and truly exceptional features fusing yesterday with the conveniences of today:

- These inspiring rooms brimming with a visual parade of color and texture, exceptional ideas and the design industry's current trends,
- A rotunda first floor family room integrating today's lifestyle,
- The state-of-the-art kitchen featuring Sub-Zero and Wolf appliances,
- Six renovated baths highlighting Kohler products including the master bath with fireplace.

HOURS

MONDAY - FRIDAY
10:00 AM - 3:00 PM

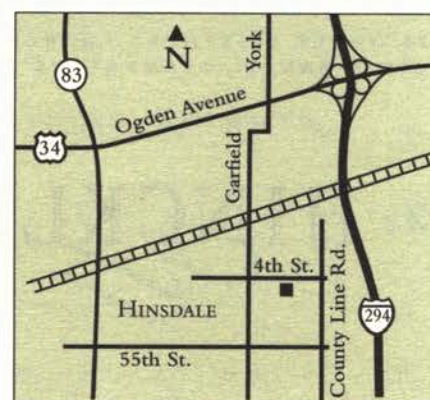
THURSDAY & FRIDAY EVENINGS
6:00 PM - 8:00 PM

SATURDAY & SUNDAY
12:00 PM - 4:00 PM

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TICKET LOCATIONS

ANGELICAN SHOP
120 EAST FIRST STREET, HINSDALE
630-415-2574

AKINS AND ASSOCIATES
26 EAST FIRST STREET, HINSDALE
630-325-3355

DREAM INTERIORS
5122 MAIN STREET, DOWNERS GROVE
630-810-1389

LES TISSUES COLBERT
207 WEST STATE STREET, GENEVA
630-232-9940

MARY SUSAN INTERIORS
22 CALENDAR COURT, LA GRANGE
708-354-5383

ROBIN'S EGG BLUE
5 EAST FIRST STREET, HINSDALE
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303 EAST FRONT STREET, WHEATON
630-668-7878

TRUFFLES
25 WEST JEFFERSON, NAPERVILLE
630-983-9425



The HINCKLEY *House*



2004 GRACE EPISCOPAL CHURCH OF HINSDALE
DECORATORS' SHOW HOUSE

OCTOBER 4-24

Hinsdale Historical Society | www.HinsdaleHistory.org | 630-789-2600

A LITTLE HISTORY

This American Queen Anne was built in 1886 for William S. Hinckley and his third wife, Anna. The characteristic wood shingle and clapboard siding, asymmetrical massing, rich details and corner turret are all indicative of this style. Over the years, there have been significant exterior renovations. The original porch and turret were replaced with a Classical Revival porch and a shallower cone turret. In the sixties, the house was updated with a family room and kitchen addition, which then reversed positions in the late eighties. The interior retains its custom mill-work, art glass windows, and attractive details throughout. The original estate once comprised the entire village block and now sits in grand fashion atop a sloping hill on over an acre of land.

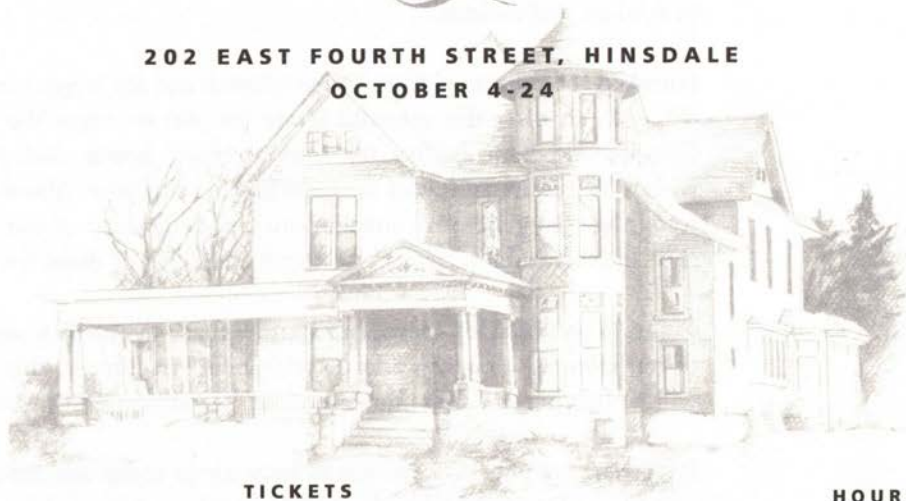


Nine families have been in residence over the past 118 years: Hinckleys, Blayneys, Barnharts, Clearys, Sailors, Matthews, Driscolls, Foxwells, and the current owners, the Eddins. It is believed that Blayney rented the house to J.D. Richardson, then President of the National Biscuit Company. It was during his residence that the house received the nickname, "The Nabisco House". The Sailor family reportedly kept a colorful menagerie of animals that included a monkey and a lion. In 1965, the lion is said to have escaped, surprising a bridge party at a neighboring home. The Foxwell's restoration efforts were recognized by the Hinsdale Historical Society's 1993 Historic Preservation Award. The house was recently granted landmark designation from the Hinsdale Preservation Commission. The Eddins have just completed extensive house and grounds renovations. We hope that you enjoy your visit today to this wonderful home. Your attendance is what truly makes this project a success, and we sincerely thank you for your support.

2004 GRACE EPISCOPAL CHURCH OF HINSDALE
DECORATORS' SHOW HOUSE

The HINCKLEY *House*

202 EAST FOURTH STREET, HINSDALE
OCTOBER 4-24



TICKETS

\$20 each prior to October 4
\$25 October 4 - 24

FOR INFORMATION

www.HinsdaleDecoratorsShowHouse.org
630.415.2574

HOURS

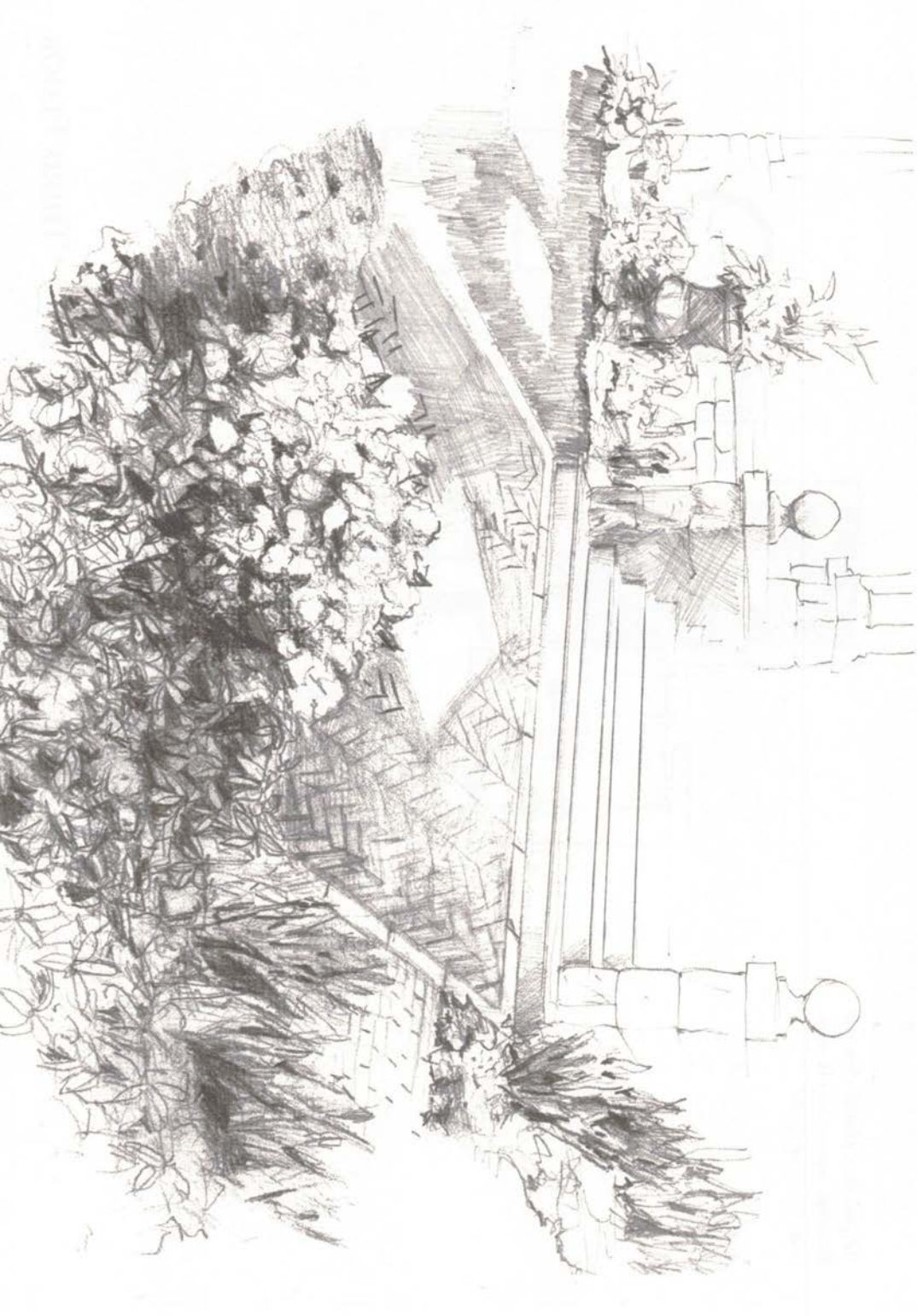
MONDAY - FRIDAY
10:00 AM - 3:00 PM

THURSDAY & FRIDAY EVENINGS
6:00 PM - 8:00 PM

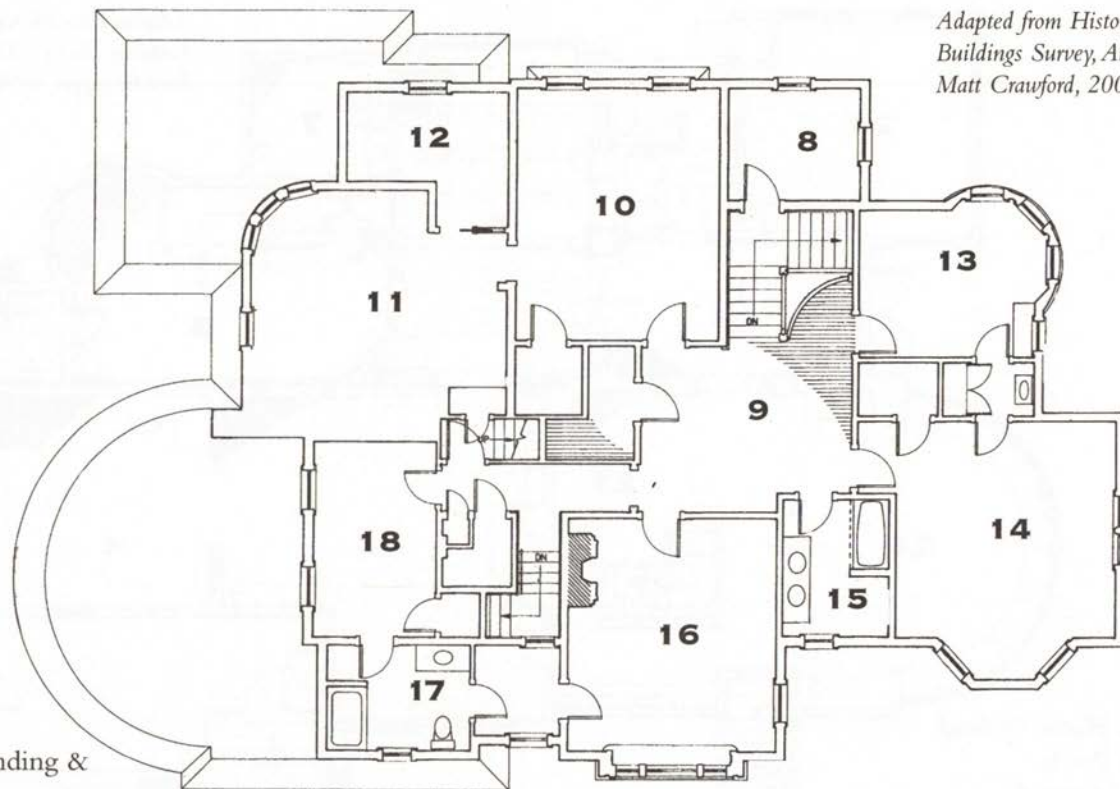
SATURDAY & SUNDAY
12:00 PM - 4:00 PM

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PLEASE NO CAMERAS,
NO CHILDREN UNDER 8
HOUSE NOT HANDICAP-ACCESSIBLE



*Adapted from Historic American
Buildings Survey, Amy Wysocki,
Matt Crawford, 2003*



- 8** Music Room
- 9** 2nd Floor Landing &
Back Hallway
- 10** Master Suite
- 11** Master Bath
- 12** Master Closet
- 13** Boy's Room/Sink
Closet

- 14** Mature Boy's Bedroom
- 15** Boys' Hall Bath
- 16** Girl's Suite-Bedroom
- 17** Girl's Suite-Bath & Closet
- 18** Sitting Room

SECOND FLOOR



*Reaching
Out
in
Service
to
Others*

DEAR VISITOR

Welcome to the tenth Grace Episcopal Church of Hinsdale Decorators' Show House. Over the past sixteen years, the Grace Episcopal Churchwomen have sponsored this community-building project to provide funds for many outreach ministries within the parish, and in the greater Chicago community, serving the needs of families and children.

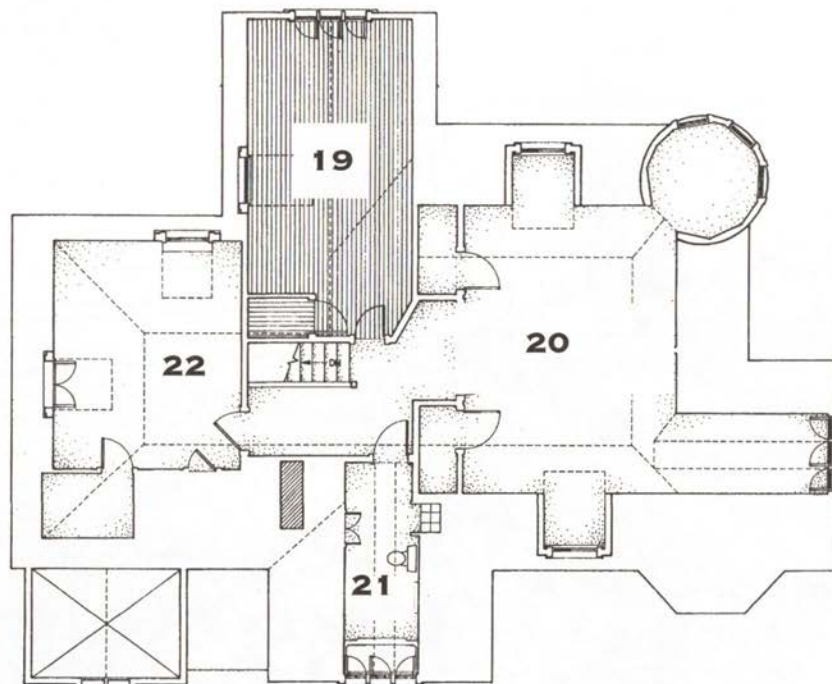
Hundreds of volunteers from Grace Church and the larger community have worked diligently to offer this splendid home for you to enjoy. We cannot thank enough Christie and Sam Eddins for offering their home, and Kim Morrison, Linda Robinson and Mary Ryder for coordinating this year's Show House. Grace Church recognizes the generous contributions and dedication of our many designers, artists and landscape architects, and we thank each one of them for their participation.

Enjoy "The Hinckley House" and know that as you enjoy and appreciate the work of our talented designers and the classic architecture of this wonderful home, you will be helping us fulfill our mission of "Reaching Out in Service to Others."

We are happy you have chosen to be with us today and invite you to stop by and visit Grace Episcopal Church and The Anglican Shop while you are here.

The Rev. George D. Muir
Rector
Grace Episcopal Church

*Adapted from Historic American
Buildings Survey, Amy Wysocki,
Matt Crawford, 2003*



- 19** Music Room & 3rd Floor Hallway
- 20** Children's Playroom
- 21** 3rd Floor Bath
- 22** Guest Room

THIRD FLOOR

[illegible]

-
- A diagram of a beam of length \$L\$ supported at both ends. A downward load \$P\$ is applied at the center of the beam. The beam is divided into two equal segments of length \$L/2\$ by the central load.

FIRST FLOOR

202 E. Fourth



The magnificent blue Queen Anne Victorian at 202 E. Fourth Street, now owned by Charles W. and Mary D. Foxwell, was built in 1886 for Anna R. Hinckley. Her husband was William S. Hinckley. She was, in fact, his third wife. He had been born in 1830 in Delaware, moved to Knoxville, Illinois and then Galesburg. In 1865 he married Jessie Brewster who died in 1874 leaving him with their three children, William, Bessie and Harry. In 1878 he moved to Chicago and married Margaret McFarland that same year. They moved to Hinsdale in November of 1880, and Margaret died in 1883. In 1885 he married Mrs. Anna R. Dana. It was with Anna that he bought this house.

William and his brother, George Hinckley, owned a lumber planing mill in Chicago which eventually expanded to more mills. George and his family bought and lived in the "William Whitney House" at 142 E. First in 1882. That house was the first Hinsdale structure to be placed on the National Register of Historic Places.

When Mr. and Mrs. William S. Hinckley first came to Hinsdale, they lived, together with his children, William and Bessie, at Third and Park. I don't know if this was his second wife, Margaret, or his third wife, Anna. Miss Bessie Hinckley was an early teacher at the Garfield

William S. Hinckley sold this house to Thomas C. Blayney in 1897. We believe Blayney rented it to the man who gave the house its nickname, the Nabisco House. When doing the research on her house, the present owner, Mary Foxwell couldn't find any connection with the prior owners and Nabisco. That was enough of a challenge to get me going. She was correct! When researching the record owners, there doesn't seem to be any connection, but I remembered something about Nabisco from "Village on the County Line", written in 1949 by Hugh Dugan. It's a fascinating book describing early Hinsdale and some of its citizens. There's a section listing prominent Hinsdaleans and their residences. That's where I hit paydirt! Mr. J.D. Richardson is listed as living in this house back in the late 1800's. He was president of the National Biscuit Company. It's said that a member of the Richardson family designed that familiar National Biscuit Company trademark - the Nabisco symbol. Checking the 1900 census, I was lucky to see that Richardson was renting this house. That would explain why his name didn't show up in the legal records in Wheaton for Mary Foxwell to find. They only list owners, not renters.

Richardson, 50, and his wife, M.D., had been married 26 years with four surviving children out of six born to them. He was from Virginia and listed himself as a manufacturer of biscuits. She was from New York and her parents were from England. Since all four of their children had been born in Missouri, it's safe to assume that the Richardsons had lived there for some time. Listed are sons R.R., 20; Francis, 14; Robert, 10; and a daughter, Elizabeth, 5.

A house as spacious as this one had plenty of room, and, as was done in those times, boarders were often aplenty. This home had three unmarried ladies, all of similar backgrounds to Mrs. Richardson, having been born in New York with parents from England. They were the Ferguson sisters, "A.C., 51; A.T., 47; and M.S., 42." I wonder if they are related in some way to Mrs. Richardson? If so, I haven't found the connection. Also in the house were three young servants from England: Florence Auty, 29; Anna Graham, 30; and Mary Jansen, 24. The Swedish coachman was William Anderson, 38. As is often the case, the coachman's quarters would probably have been above the coach house which is behind the house and matches it beautifully.

In the 1910 Census we again see John D. Richardson and wife, Maria, living in Hinsdale with daughter, Elizabeth, and one servant, Mary Jansen. Their address at this time is unclear, but it

they're now renting a house on Sixth Street. And what's become of the Ferguson sisters? Why, they're all still together on Second Street. The names behind their initials are Alice, Annie and Marian. Alice and Annie list no occupation, but Marian is a commercial artist. With them is a servant, Florence Lacy, from Virginia.

That solves the "Nabisco" mystery. Thomas Blayney owned it and rented it to Richardson who was the "Nabisco connection"!

Blayney sold the house in 1906 to Alson E. Barnhart. It remained in his family until 1953. He conveyed title to his wife in 1907, and it was finally sold by their daughter, Gracia M.F. Barnhart, in 1953. From Barnhart's obituary in 1936 we learn much about him and his family. He died at the age of 90 having outlived six older brothers. Born in Hartfield, near Chautauqua Lake, New York, in early manhood he published a newspaper in Independence, Iowa where his parents had moved from Michigan. He soon moved to Chicago where he and his two brothers started what would become the type founding firm of Barnhart Brothers and Spindler, having many branches and foreign connections. The products of this company were known for their style and quality. Barnhart, treasurer of the company from 1883-1912, was known to be a "careful, competent, economical official."

In 1869 he married Elizabeth French of Griggsville, Illinois. They had two children, Myrtle, who died in early childhood, and Gracia, who lived with them for many years. Barnhart sold the business in 1912 at age 66 and didn't "reembark in trade" but "kept busy among the various arts becoming a collector of paintings, rugs and other fine art productions." His wife died in 1913, the year after his retirement. Several years later he married Miss Clara Sherwood, and they lived on the North Shore of Chicago. We know daughter Gracia lived on in this house after her father remarried and moved to the North Shore, since it was Gracia who sold the house in 1953 to Edward L. Cleary.

Gracia is listed in the telephone directories at this house, although records indicate she also owned the "Whitney House" at 142 E. First Street, from 1915-1925. The Whitney House is the one mentioned earlier, owned by the brother of the man who had this house built. It's a small, sometimes confusing world, isn't it?

Edward L. Cleary bought this house in 1953, selling to Stewart Sailor in 1956. There's a funny story about the pets the Sailor family kept. They had a pet monkey which was kept in the children's bedroom and a pet lion who lived in the basement. On August 2, 1965

the lion surprised a bridge party across the street at Chick Highley's house. It seems the lion had decided to go for a walk. When the card players looked up, there was a lion watching them, a few feet away through the picture window! Talk about an attention-getter! "Lurch the Lion" was brought back home and later that month was given to the Lincoln Park Zoo.

A. Bruce Matthews bought the house in 1970 and sold it to James P. Driscoll in 1975. In 1986 Charles W. and Mary D. Foxwell became its owners.

Take the time to stroll past this house and enjoy its commanding position on the large lot. The lovely house has had a few additions that only add to its charm. The Foxwells were told that Dressler did a substantial addition in the 1960's. In 1988-89 the Foxwells added a third bath on the second floor and re-did the master bathroom. They also switched the positions of the family room and kitchen. They succeeded in matching the woodwork and columns in the addition. The house has original natural woodwork throughout and beautiful stained glass windows. Some of the finest glass isn't visible from the street. It's on the second set of doors in the entry. But you can see the workmanship on the upper portion of the first floor windows of the turret on the northwest corner of the house. The coach house has a studio apartment on the first floor with two bedrooms on the second.

The Sailor children dropped in for a visit and told the Foxwells how they used to play hide and seek throughout the house in the turrets and tunnels. But the Foxwells haven't found the tunnels. Also, the fireplace on the second floor has been cemented it. The Foxwells question if it was ever a functioning fireplace.

I especially want to thank Bev Erickson of Clarendon Hills, a local genealogy expert, who was of invaluable help in tracing the Hinckley family, its many members, and its moves throughout the country.

The Hinsdale Historical Society owes a debt of gratitude to Mary Foxwell who co-chairs the annual Flea Market/Garage Sale and has served for years on the Board of Directors as Membership Chairman.

This house received one of the Hinsdale Historical Society's 1993 Historic Preservation Awards in the residence category.

HISTORICALLY SIGNIFICANT STRUCTURES PROPERTY LIST

PROPERTY INFORMATION SHEET

Address 306 N. Garfield Avenue	
County DuPage	
PIN / Parcel Number 09-01-314-015	
Zoning District R-4 Single Family Zoning District	
Land Use Single-Family	
Historic Name N/A	
Architect N/A	
Date Constructed c.1890	
Architectural Style Queen Anne	
Past Historic Surveys / Historic Significance - Reconnaissance Survey (1999) – Contributing - North Hinsdale Survey (2005) – Significant 2014 Building Permit - Construction of an Addition on the North Elevation 2019 Building Permit - Construction of Porte Cochere on South Elevation	
Additional Photos  	

Village of HINSDALE

ILLINOIS URBAN ARCHITECTURAL AND HISTORICAL SURVEY

STREET #	306
DIRECTION	N
STREET:	GARFIELD
ABB	ST
PIN	
LOCAL SIGNIFICANCE RATING	S
POTENTIAL IND NR? (Y or N)	N
CRITERIA	
Contributing to a NR DISTRICT?	C
Contributing secondary structure?	NC
Listed on existing SURVEY?	



GENERAL INFORMATION

CATEGORY	building	CURRENT FUNCTION	Domestic - single dwelling
CONDITION	good	HISTORIC FUNCTION	Domestic - single dwelling
INTEGRITY	minor alterations	REASON for SIGNIFICANCE	Queen Anne style house with greater integrity than many remaining in Hinsdale
SECONDARY STRUCTURE	detached garage		
SECONDARY STRUCTURE			

ARCHITECTURAL DESCRIPTION

ARCHITECTURAL CLASSIFICATION	Queen Anne	PLAN	irregular
DETAILS		NO OF STORIES	2.5
DATE of construction	c. 1890	ROOF TYPE	Hipped
OTHER YEAR		ROOF MATERIAL	Asphalt - shingle
DATESOURCE	surveyor	FOUNDATION	Stone
WALL MATERIAL (current)	Wood	PORCH	Wrap around
WALL MATERIAL 2 (current)	Wood - shingle	WINDOW MATERIAL	wood
WALL MATERIAL (original)	wood	WINDOW MATERIAL	
WALL MATERIAL 2 (original)	Wood - shingle	WINDOW TYPE	double hung
		WINDOW CONFIG	
SIGNIFICANT FEATURES	See continuation sheet		
ALTERATIONS	2nd story bay addition on to middle bay on south side; historically appropriate alterations to porch, including columns and railing		

HISTORIC INFORMATION

HISTORIC
NAME

COMMON
NAME

PERMIT NO

COST

ARCHITECT

ARCHITECT2

BUILDER

ARCHITECT
SOURCE

HISTORIC
INFO

Lot was occupied by house now at 319 N. Washinton (Sterling, p. 199).

LANDSCAPE

northwest corner of Hickory and Garfield; front and south sidewalks; rear driveway; similar setbacks; mature trees

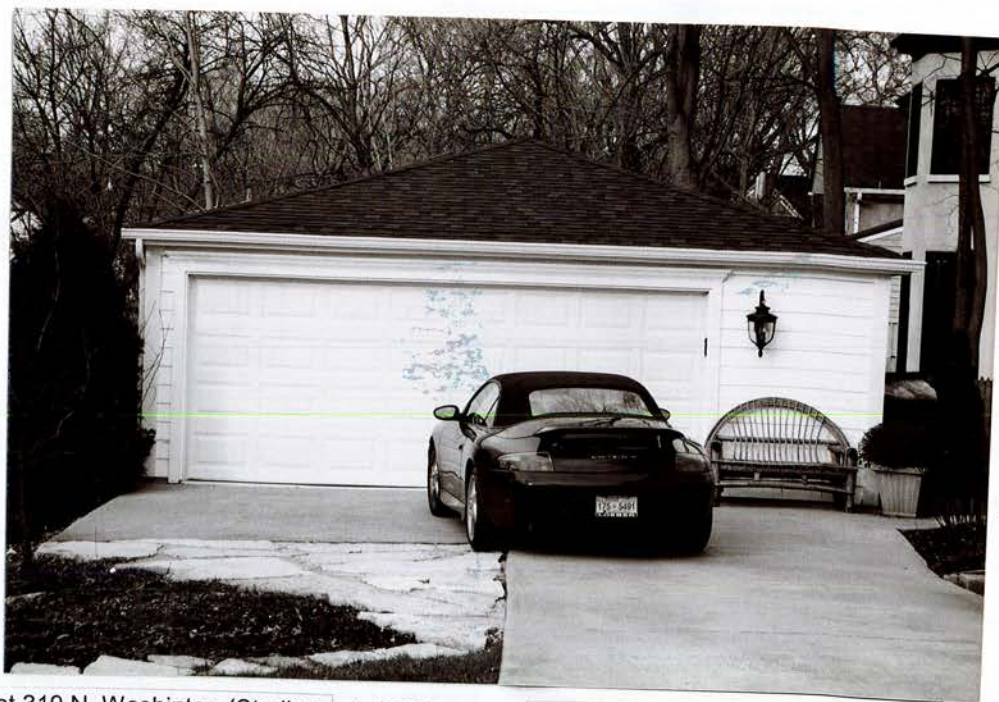


PHOTO INFORMATION

ROLL1

10

FRAMES1

25-26

ROLL2

14

FRAMES2

27

ROLL3

FRAMES3

DIGITAL
PHOTO ID

e:\garfield306n.jp
g

SURVEY INFORMATION

PREPARER

Lara Ramsey

PREPARER

ORGANIZATION

GRANACKI HISTORIC
CONSULTANTS

SURVEYDATE

12/1/04

SURVEYAREA

NORTH HINSDALE

Village of HINSDALE

ILLINOIS URBAN ARCHITECTURAL AND HISTORICAL SURVEY CONTINUATION SHEET

STREET # 306

STREET N. GARFIELD ST.

ADDITIONAL PHOTOS OR INFORMATION

Significant Features

Exposed rafter tails under eaves; two-story polygonal tower with hipped roof at southwest corner; wraparound porch with hipped roof, rounded columns, square railings; two-story polygonal bay with enclosed gable roof on north elevation; double door entrance; transom over plate glass window on front (east) elevation





Heman and Phebe A. Fox House, 206 N. Washington Street, 1890

The Heman Fox house is an excellent example of the typical exuberance of the Queen Anne style, with its multiple gables, towers, and porches. Its most distinctive feature is probably the round corner tower with bell-shaped roof. Other features include the wood cornice with dentil and rope trim under the eaves, diamond pane window transoms, and corbelled brick

chimneys. A comparison with its illustration in *Hinsdale the Beautiful* p. 13 shows the brick house has not been changed much since 1893, except for extending the front porch around to the north side and simplifying its ornament. The historic coach house is still standing. The first owner, Heman Fox, was in the dry goods business with his brother Charles, in Fullersburg (now a section of north Hinsdale.) In 1875 Fox Brothers moved to a brick building at the southwest corner of Washington and Hinsdale avenues in Hinsdale. The Fox house has been awarded a Hinsdale Historical Society plaque, is on the Hinsdale Historic Preservation Commission Map, and was featured in *Architectural Walks and Architectural Gems of Hinsdale*. It is included in *Sterling*, Vol. 1, p. 192. It may be eligible for listing on the National Register of Historic Places under Criterion C for architecture.



306 N. Garfield Street, c. 1890

A more restrained example of the Queen Anne style, the house at 306 N. Garfield nonetheless has an irregularity of massing with its projecting bays and wraparound porch, together with some decorative ornamental features, that place it within the Queen Anne style. Noteworthy are the polygonal tower on the southwest corner and polygonal bay on the north elevation, as well as the exposed rafter tails under the eaves and the double door entrance.

HISTORICALLY SIGNIFICANT STRUCTURES PROPERTY LIST
PROPERTY INFORMATION SHEET

Address 134 S. Park Avenue	
County DuPage	
PIN / Parcel Number 09-12-207-017	
Zoning District R-1 Single Family Zoning District	
Land Use Single-Family	
Historic Name Charles G. Root House	
Architect N/A	
Date Constructed c.1890	
Architectural Style Queen Anne	
Past Historic Surveys / Historic Significance • Designated Local Landmark (Ord. No. O2002-59) • Reconnaissance Survey (1999) - Significant / Historically Significant • Robbins Park I (2002) – Significant • 2016 Certificate of Appropriateness Approval and Building Permits - First and Second Floor Rear Addition	
Additional Photos 	



J.P. "RICK" CARNEY

DUPAGE COUNTY RECORDER

OCT.08,2002

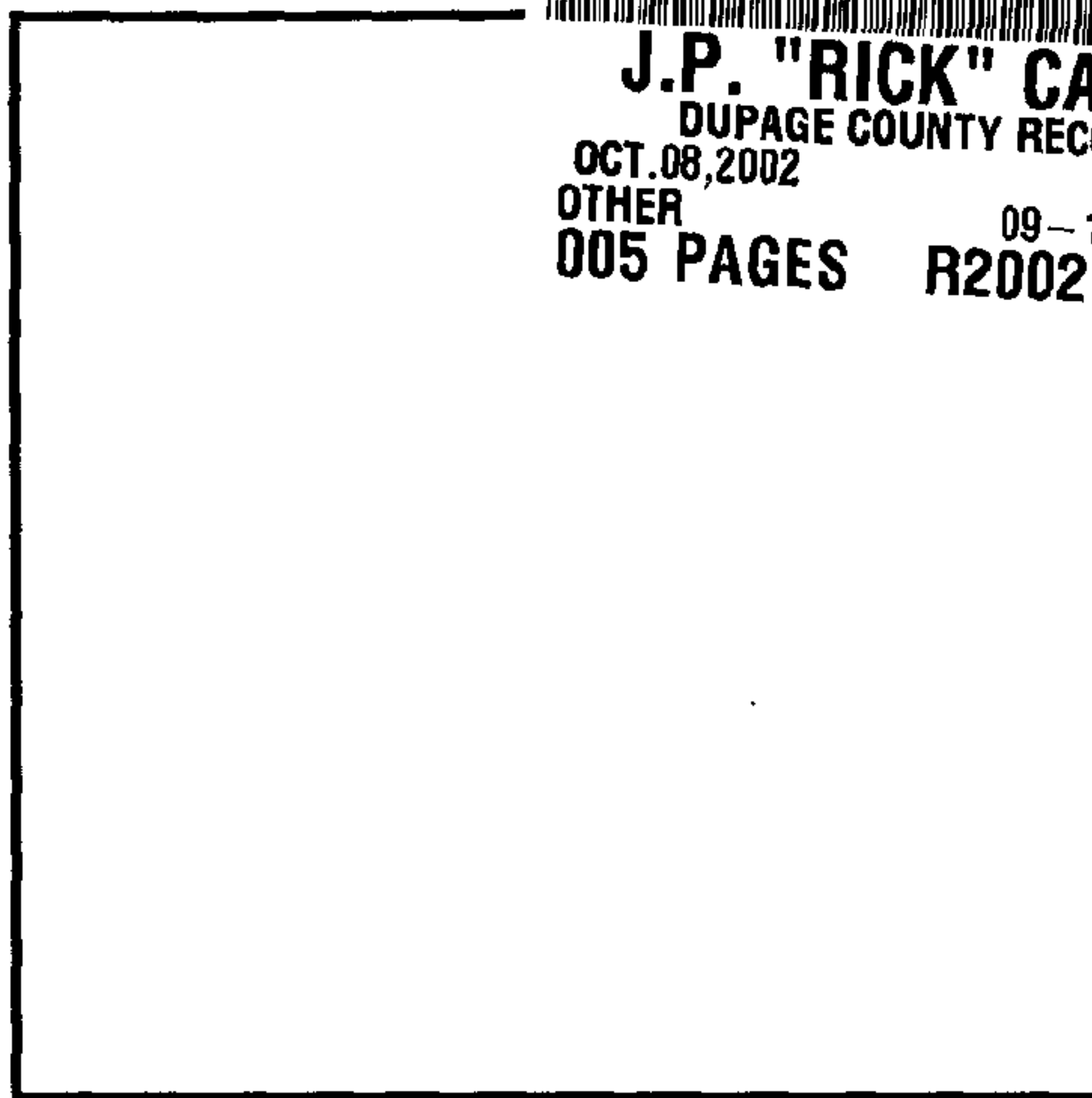
OTHER

005 PAGES

9:06 AM

09-12-207-017

R2002-263170



VILLAGE OF HINSDALE

ORDINANCE NO. O2002-59

**AN ORDINANCE DESIGNATING 134 SOUTH PARK AVENUE
AS A HISTORIC LANDMARK
(HPC CASE No. 06-2002)**

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

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

WHEREAS, Dan and Laura O'Neill (the "Applicant"), are the legal owners of the building located 134 South Park Avenue in the Village and legally described in Exhibit A

attached to and made part of this Ordinance by this reference (the "Subject Building"), and they have filed an application seeking to designate the Subject Building, as a historic landmark (the "Application"); and

WHEREAS, pursuant to notice published and mailed in the manner required by the Village Code, the Hinsdale Historic Preservation Commission (the "Commission") conducted a public hearing on September 10, 2002, to consider the Application; and

WHEREAS, after review of all information presented at the September 10, 2002, public hearing, the Commission recommended approval of the Application, as set forth in the Commission's Findings of Fact in HPC Case No. 06-2002; and

WHEREAS, the Zoning and Public Safety Committee of the Board of Trustees of the Village of Hinsdale, at a public meeting on September 23, 2002, considered the Application as recommended by the Commission; and

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

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

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

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

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

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

PASSED this 1st day of October 2002.

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

NAYS: NONE

ABSENT: NONE

APPROVED this 1st day of October 2002.


Village President

ATTEST:


Village Clerk



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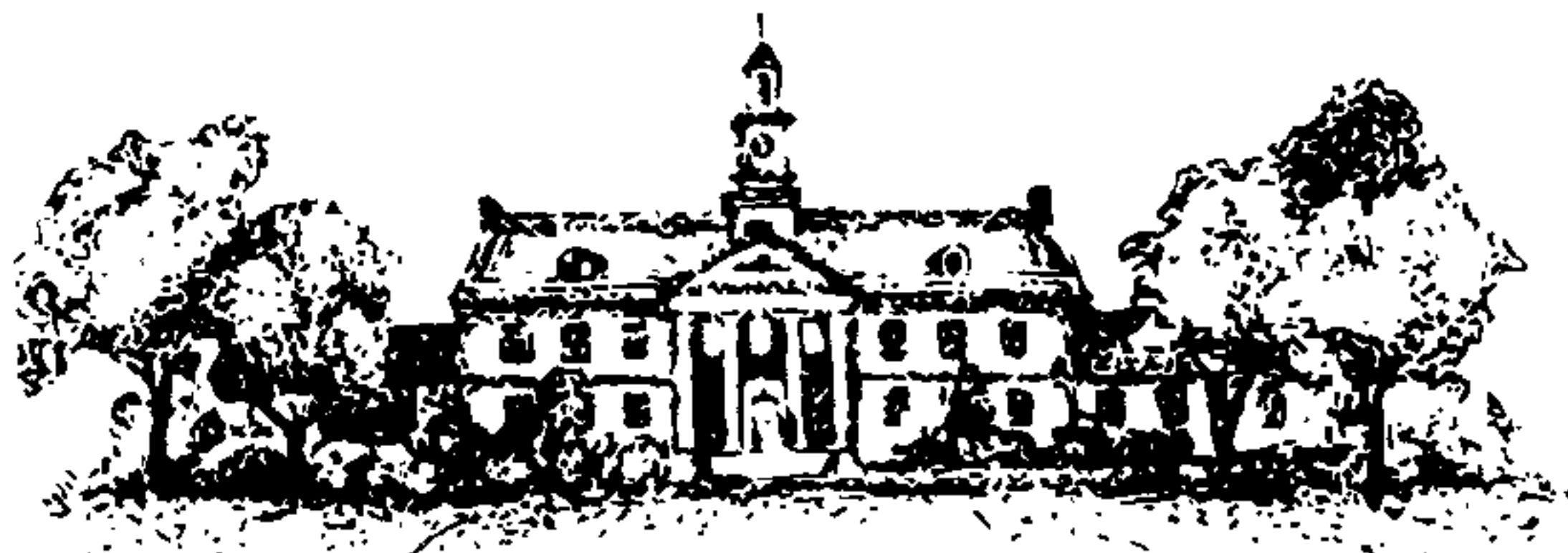
EXHIBIT A

Legal Description

LOT 2 IN BELL'S RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF BLOCK 5 IN WILLIAM ROBBINS FIRST ADDITION TO HINSDALE, AND ALSO LOT 1 IN BLOCK A, AND THE EAST 31.5 FEET OF LOT 2 IN BLOCK A IN W. ROBBINS PARK ADDITION TO HINSDALE IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO BELL'S RESUBDIVISION RECORDED APRIL 23, 1946 AS DOCUMENT NO. 496365 IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 134 South Park Avenue, Hinsdale, Illinois 60521

Property Identification Number: 09-12-207-017



**VILLAGE
OF HINSDALE** FOUNDED IN 1873
19 EAST CHICAGO AVENUE
HINSDALE, ILLINOIS 60521-3489 • (630) 789-7000
Village Website: <http://www.vil.hinsdale.il.us>

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

VILLAGE PRESIDENT
George L. Faulstich, Jr.

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

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

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

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

O 2002-59 AN ORDINANCE DESIGNATING 134 SOUTH PARK AVENUE AS
A HISTORIC LANDMARK (HPC CASE NO. 06-2002)

passed and approved by the Village Board of Trustees at their regular meeting on
October 1, 2002.

WITNESS my hand and seal this 2nd day of October, 2002.



Mary M. Reed
Village Clerk

By: Rosemary Graham
Deputy Village Clerk



Printed on Recycled Paper

134 South Park Avenue – Private Residence



The building is located on a curvilinear street, on top of a slight rise on a wide lot in the historic Robbins Park subdivision. The two and one-half story wood frame and wood clad building was constructed in c. 1904 in the Colonial Revival style and was designated as a landmark on October 1, 2002. It retains nearly all of its original elements.

The Colonial Revival structure has numerous high style features including a hip roof, rectangular floor plan and multilight double-hung windows with art glass inserts. The front entrance is elliptically-arched and has a molded surround with a central keystone. A large semi-circular three-season side porch is located on the south side of the building. The porch has a flat roof deck and turned wood balustrades. Very prominent on the exterior are the front entrance portico and the rear porte cochere. The portico has ionic columns and fluted piers and is supported with a graceful dentiled entablature and curved pediment with dentils. Fluted Tuscan columns are located along the outside edge of the side porch. Beautiful art glass is found in several areas, including the front entrance doors and transom, the tall Palladian window above the rear porte cochere, and the semicircular-arched window in the dining room. The building blends the massing of the Colonial Revival style with the picturesque details of the Queen Anne style.



c. 1912 – photograph courtesy of Hinsdale Historical Society.

HINSDALE HISTORIC PRESERVATION COMMISSION

RE: 134 South Park Street (Dan and Laura O'Neill)
Designation as Landmark Building - HPC Case 06-2002

DATE OF HISTORIC PRESERVATION COMMISSION REVIEW: September 10, 2002

DATE OF ZONING AND PUBLIC SAFETY REVIEW: September 23, 2002

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. Dan and Laura O'Neill (the "Applicant") submitted an application under Section 14-3-2 of the Village Code of Hinsdale (the "Village Code") to the Village of Hinsdale ("Village") nominating the 98-year old structure located at 134 South Park Street for designation as an historic landmark. The applicant is the owner of record of the Subject Property.
2. The Subject Building is a two and one-half story wood frame and wood clad building, constructed in c. 1904 in the Colonial Revival style. The building retains most of the original elements and no additions have been made to the original structure.
3. The Hinsdale Historic Preservation Commission finds that the Subject Building complies with one or more of the criteria set forth in Section 14-3-1 of the Village Code that shall be considered with a nomination for landmark designation for the following reasons, and specifically notes the following significant features in the exterior architectural appearance of the Subject Building and significant historical facts associated with the Subject Building that should be protected and preserved:
 - A. The Subject Building has significant character, interest or value as part of the historic, aesthetic, or architectural heritage of the Village, as set forth in Section 14-3-1A1 of the Village Code, because the Subject Building is located in the original Robbins Park Subdivision. The Subject Building blends the massing of the Colonial Revival style with the picturesque details of the Queen Anne style.
 - B. The Subject Building is an established or familiar visual feature due to its unique location or its singular physical characteristics, as set forth in Section 14-3-1A4 of the Village Code, because the Subject Building is located on a curvilinear street, on top of a slight rise on a wide lot in the historic Robbins Park subdivision.
 - C. The Subject Building represents certain distinguishing characteristics of architecture inherently valuable for the study of a time period, type of property, method of construction or use of materials as set forth in Section 14-3-1B1 of the Village Code, because the Subject Building represents a Colonial Revival structure with few alterations. The Subject Building has numerous high style features including a hip roof, rectangular floor plan and multilight double-hung windows. The front entrance is elliptically-arched and has a molded surround with a central keystone. A large semi-circular three-season side porch is located

on the south side of the building. This porch has a flat roof deck and turned wood balustrades. Very prominent on the exterior are the front entrance portico and the rear porte cochere. The portico has ionic columns and fluted piers and is supported with a graceful dentiled entablature and curved pediment with dentils. Fluted Tuscan columns are located along the outside edge of the side porch. Beautiful art glass is found in several areas, including the front entrance doors and transom, the tall Palladian window above the rear porte cochere, and the semicircular-arched window in the dining room.

II. RECOMMENDATION

The Village of Hinsdale Historic Preservation Commission, on a vote of seven (7) "Ayes," zero (0) "Nays," one (1) "Absent," and none "Recusing", recommends that the President and Board of Trustees designate the Subject Building, in its entirety, as an historic landmark.

HINSDALE HISTORIC PRESERVATION COMMISSION

By: 

Chairman

Dated this 27th day of Oct, 2002.

B. Architectural.

The proposed landmark:

- ☐ Represents certain distinguishing characteristics of architecture inherently valuable for the study of a time period, type of property, method of construction, or use of materials.
- ☐ Embodies elements of design, detail, material, or craftsmanship of exceptional quality.
- ☐ Exemplifies or is one of the few remaining examples of a particular architectural style in terms of detail, material, and workmanship which has resulted in little or no alteration to its original construction.
- ☐ Is, or is part of, a contiguous grouping that has a sense of cohesiveness expressed through a similarity of style, time period, type of property, method of construction, or use of materials.

C. Historic Significance.

The proposed landmark:

- ☐ Is an exceptional example of an historic or vernacular style, or is one of the few such remaining properties of its kind in the Village.
- ☐ Has a strong association with the life or activities of a person or persons who has or have significantly contributed to or participated in the historic events of the United States, the State of Illinois, or the Village.
- ☐ Is associated with an organization or group, whether formal or informal, through which persons have significantly contributed to or participated in historic events of the United States, the State of Illinois, or the Village.
- ☐ Is associated with a notable historic event.
- ☐ Is associated with an antiquated use due to technological or social advances.
- ☐ Is a monument to, or cemetery of, an historic person or persons.

-
4. **Describe the proposed Local Landmark.** In order to be eligible for designation as an Historic Landmark in the Village of Hinsdale, a structure or site must be at least 50 years old and must meet the designation criteria set forth by the Hinsdale Historic Preservation Commission. (On a separate sheet of paper provide a description that indicates in what way the structure or site meets the designation criteria. Use applicable criteria as found above in Criteria for Designation.)

4. The Colonial Revival style house at 134 South Park Avenue, built c.1904, is being nominated by its owners for individual landmark status in the Village of Hinsdale. The house is an architecturally significant example of the early phase of the Colonial Revival Style in America. It has exceptional integrity, retaining all of its original design features and building materials and there have been no exterior alterations.

The house known as the Charles G. Root House, was recognized as locally significant not long after it was built. A history of the area entitled, *The Book of the Western Suburbs, Homes, Gardens, Landscapes, Highways and Byways, Past and Present*, written by Marian A. White in 1912, features large photographs of both the exterior and the rich interiors of the living room and dining room. The house was included in the c.1972 Illinois Historic Sites Survey and is also listed on the Illinois Department of Transportation's 1992 Listing of Historic Properties in the Village of Hinsdale. In 2000, it received a preservation award from the village. Just recently, the home was included in Hinsdale's 2002 "Architectural Guide Map", published by the Historic Preservation Commission. It is also included on a village bicycle tour.

This impressive house that stands at 134 South Park Avenue rests on a wide deep lot that originally extended south to Third Street. The property is considered important on its own because it was previously owned by Frederick J. Schuyler, a prominent Hinsdale resident. When Charles and Diana Root purchased the property from Schuyler in June, 1903 for \$30,165.00, there was a c.1895 impressive Queen Anne home on the lot, which Schuyler had built. However, within a year or so (the exact date is not known) after the Roots purchased the home, it burned. They chose to rebuild in the currently popular Colonial Revival style.

The Colonial Revival style emerged with the awakening of American pride in its colonial heritage. This was the result of the Philadelphia Centennial Exposition of 1876, which celebrated America's 100th birthday. The style had great popular appeal to home owners who, had lived amidst the turmoil of massive industrialization, urbanization and immigration in the late 19th century. They chose the Colonial Revival style because of its romantic association with a pre-urban America, long-established families and aristocratic architecture. Simultaneous with America's colonial self-awareness in the last quarter of the 19th century, the taste for Classicism was being fostered among America's young architects. Many were being trained at, or strongly influenced by, France's Ecole des Beaux Arts, which emphasized the study of the architecture of ancient Greece and Rome. The 1893 World's Columbian Exposition, dominated by Classical architecture, reinforced this interest.

Although it is not known if the Root house was architect-designed, numerous high style artistic features suggest a highly competent designer was responsible. Elegant classical detailing can be found both on the exterior and the interior of the home. A hip roof, the rectangular floor plan and the multilight double-hung windows, all found on the house, are Colonial Revival features that recall early American Georgian architecture of the upper class. The elliptically-arched front entrance door and its molded wood

surround with a central keystone, is also Georgian inspired. The same feature is repeated in the semi-circular arched doors of the large three-season side porch and the window in the north wall of the dining room. This side porch, with its flat roof deck and turned wood balustrade, are not uncommon on Colonial Revival designs. The graceful staircase in the main hall, which has turned balusters with a variety of profiles, was very popular, even in the smallest of Colonial Revival homes.

Very prominent on the exterior of the Root House are the front entrance portico and the rear porte cochere. The portico, with Ionic columns and fluted piers, support a graceful dentiled entablature and a curved pediment, also with dentils. The flat-roofed porte cochere has a tall unadorned entablature supported by Ionic columns and square engaged columns whose profile matches the piers of the front portico. Fluted Tuscan columns are located along the outside edge of the side porch. On the interior, Corinthian columns mark the entrance between the main hall and the living room. Beautiful art glass can be found in several areas, including the front entrance doors and transom, the tall Palladian window above the rear porte cochere, and the semicircular-arched window in the dining room.

Many Colonial Revival homes built in the late 1890s and in the first decade of the 20th century combined classical design elements with features from the Shingle or Queen Anne styles. It would not be until after about 1910 that Victorian-era characteristics would begin to disappear completely. The Root house is typically Queen Anne in its grand and imposing scale and its asymmetrical front facade. The house is an elegant, refined representation of this early phase of the Colonial Revival Style that retains its classical identity, although, its picturesque semi-cylindrical tower with a conical roof is often found on Queen Anne examples. The semi-circular footprint of the side porch also recalls the wrap-around porches of the earlier style.

Very little information was found to be available on Charles G. or Diana Root. A 1907 Chicago Lakeside Directory shows that Mr. Root was a vice president for U.S. Gypsum, which had an office at 200 Monroe Street in Chicago at the time. According to a 1903 newspaper article found at the Hinsdale Historical Society, the company controlled the American market in the production of "hard wall plaster." It appears the Roots did not live in the home for very long because, according to a 1909 Hinsdale directory, also found at the Hinsdale Historical Society, they had moved just up the street to 84 Park Avenue.

The Charles G. Root Home, at 134 South Park Avenue is a distinctive example of a high style early Colonial Revival home. The integrity of its design, plan, massing and details is exceptional. Granting the house landmark status would recognize it as significant to Hinsdale's architectural heritage.

CERTIFICATION

The Applicant hereby acknowledges and agrees that:

- A. The statements contained in this application are true and correct to the best of the Applicant's knowledge and belief;
- B. The Applicant will provide the Village with all additional information, as required, prior to the consideration of, or action on, this application;
- C. The Applicant shall make the property that is the subject of this application available for inspection by the Village at reasonable times;
- D. If any information provided in this application changes or becomes incomplete or inapplicable for any reason following submission of this application, the Applicant shall submit a supplemental application or other acceptable written statement containing the new or corrected information as soon as practicable but not less than ten days following the change, and that failure to do so shall be grounds for denial of the application; and
- E. If the Applicant fails to provide any of the requested information, or any other requested information by the Boards, Commissions, and/or Staff, then the applicant will not be considered.

☒ **INDIVIDUAL OWNERS**

Daniel F. O'Neill

Signature of Applicant

Signature of Applicant

☐ **CORPORATION**

Signature of Applicant's President

Signature of Applicant's Secretary

☐ **PARTNERSHIP**

Signature of Applicant

Signature of Applicant

Signature of Applicant

Signature of Applicant

LAND TRUST

OTHER

Signature

Signature of Authorized Officer

SUBSCRIBED AND SWORN
to before me this 19th day of

July, 2002

Patricia Goosby
Notary Public

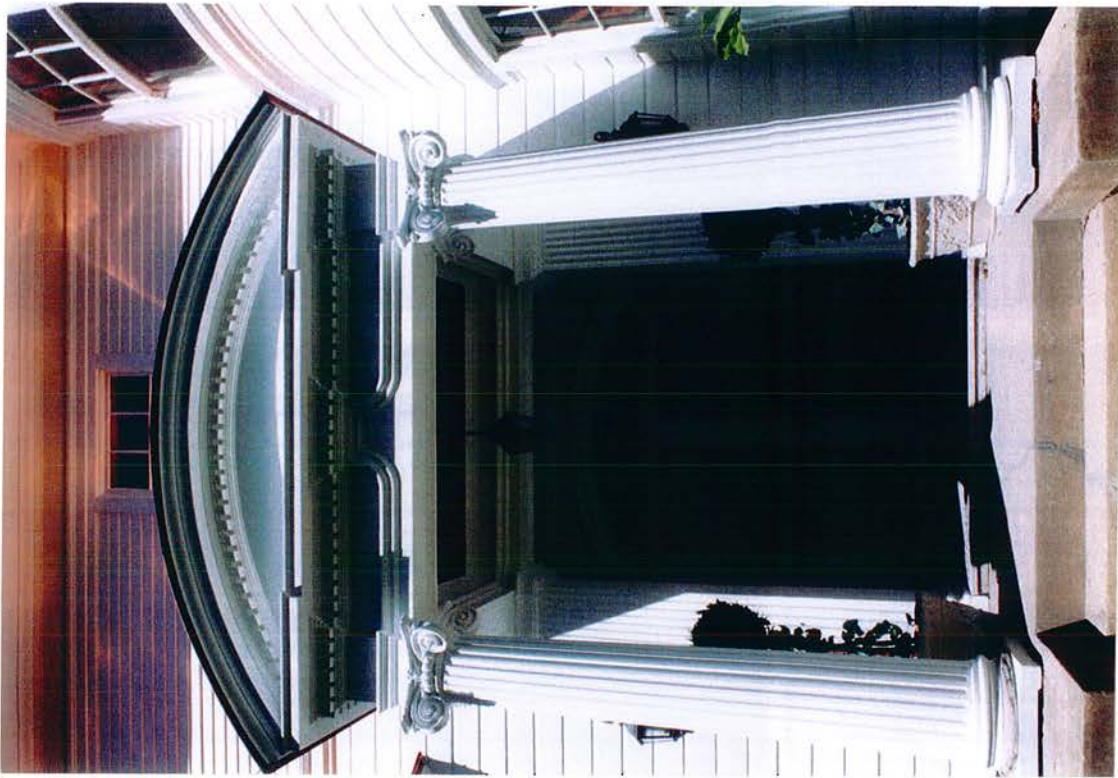




East (front) Facade



East (front) Facade



East (front) Entrance Portico



South (side) Porch



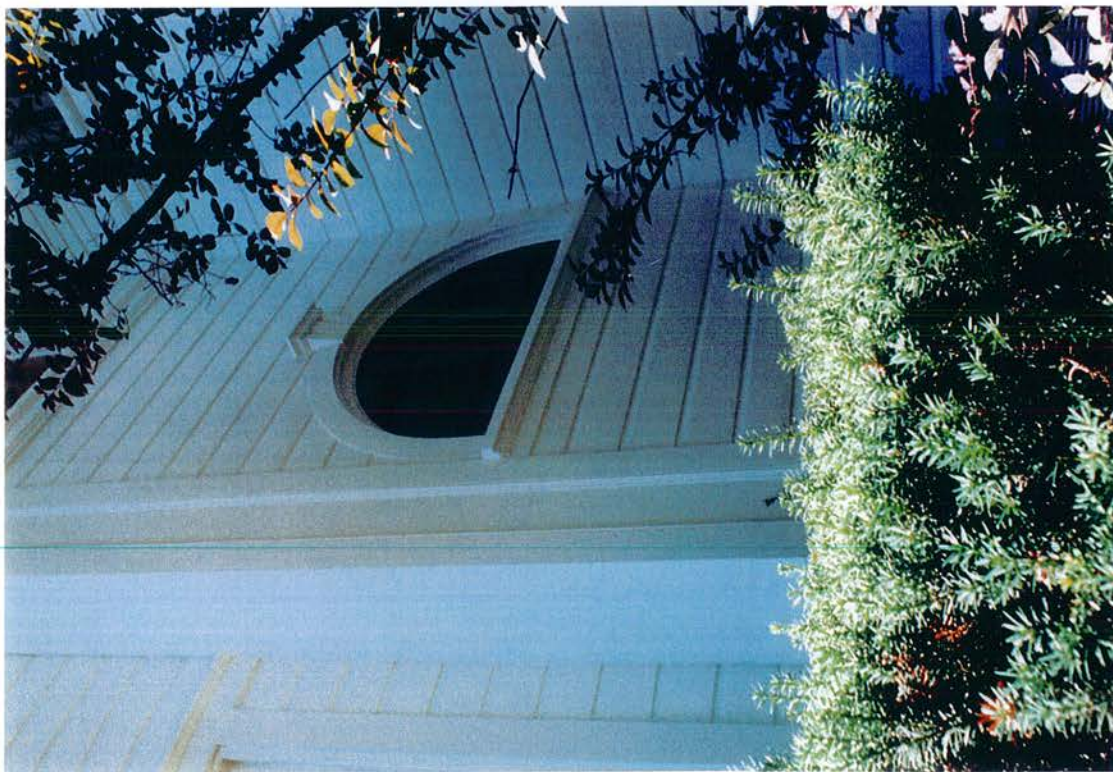
West (rear) and South (side) Facades



Stained Glass Palladian Window above Porte Cochere



East (front) Facade



Northeast (front) Corner-Stained Glass Dining Room Window



124 S. Park Avenue
Property North of 134 S. Park Avenue



154 S. Park Avenue
Property South of 134 S. Park Avenue



125 S. Park Avenue
Property Northeast of 134 S. Park Avenue



133 S. Park Avenue
Property East of 134 S. Park Avenue



135 S. Park Avenue
Property East of 134 S. Park Avenue



205 E. Third Avenue
Property Southeast of 134 S. Park Avenue

Village of HINSDALE

ILLINOIS URBAN ARCHITECTURAL AND HISTORICAL SURVEY

STREET #	134
DIRECTION	S
STREET:	PARK
ABB	AV
PIN	
LOCAL SIGNIFICANCE RATING	S
POTENTIAL IND NR? (Y or N)	N
CRITERIA	
Contributing to a NR DISTRICT?	C
Contributing secondary structure?	C
Listed on existing SURVEY?	IHSS - HD; Arch Walks; local landmark



GENERAL INFORMATION

CATEGORY	building	CURRENT FUNCTION	Domestic - single dwelling
CONDITION	excellent	HISTORIC FUNCTION	Domestic - single dwelling
INTEGRITY	minor alterations	REASON for SIGNIFICANCE	Fine early example of the Colonial Revival style in Hinsdale with notable detailing. Rated "HD" in Illinois Historic Structures Survey.
SECONDARY STRUCTURE	detached garage		
SECONDARY STRUCTURE			

ARCHITECTURAL DESCRIPTION

ARCHITECTURAL CLASSIFICATION	Colonial Revival	PLAN	irregular
DETAILS		NO OF STORIES	2.5
DATE of construction	1908	ROOF TYPE	Hipped
OTHER YEAR		ROOF MATERIAL	Asphalt - shingle
DATESOURCE	Economist, August 15, 1908, p. 266	FOUNDATION	Parged
WALL MATERIAL (current)	Wood	PORCH	Front entry
WALL MATERIAL 2 (current)		WINDOW MATERIAL	wood
WALL MATERIAL (original)	Wood	WINDOW MATERIAL	
WALL MATERIAL 2 (original)		WINDOW TYPE	double hung/casement
		WINDOW CONFIG	6/1; 9/1; multilight
SIGNIFICANT FEATURES	Wide tongue & groove siding on first floor and narrow raked at 2nd; corner tower with conical roof; curving, side enclosed sun porch w/flat roof, fluted tuscan columns & wood balustrade above; front entry porch w/segmental arched pediment; hipped dormers		
ALTERATIONS	Restoration work to house (2002); some replacement wood windows; rebuilt chimneys; deck permit (2004)		

HISTORIC INFORMATION

HISTORIC NAME	Root, Charles G. House
COMMON NAME	
PERMIT NO	
COST	\$12,000
ARCHITECT	Rawson, Lorin A.
ARCHITECT2	
BUILDER	
ARCHITECT SOURCE	Economist, August 15, 1908, p. 266



HISTORIC INFO

Charles G. Root worked in Chicago for the U. S. Gypsum Company, then located at 200 Monroe Street. Built on the foundation of the F. J. Schuyler Home.

LANDSCAPE

Very large lot that is midblock on a quiet residential street; mature trees; house on slight rise; deep setback; curving path at front; front sidewalks; curving driveway around house; house faces east

PHOTO INFORMATION

ROLL1	3
FRAMES1	34-35
ROLL2	
FRAMES2	
ROLL3	
FRAMES3	
DIGITAL PHOTO ID	/images/park134s.jpg

SURVEY INFORMATION

PREPARER	Jennifer Kenny
PREPARER ORGANIZATION	Historic Certification Consultants
SURVEYDATE	8/13/2002
SURVEYAREA	Robbins



Photo by Bemm

HOME OF MR. CHARLES G. ROOT
Hinsdale, Ill.

134 SPARL

HINSDALE CITATION - Architect announcement

Economist Aug 15, 1908 Bldg Dept # 266

Jennifer
Kenny
4/2/08

"Lorin A. Rawson are finishing plans for
a 2 story residence 31x59 feet, to
be erected for E.G. Root at 3rd & Park
Avenues, Hinsdale; cost \$12,000."

L.A. RAWSON 1900 US Census
Architect

and son of SARAH Andrews
son of Clara E Rawson

LORIN RAWSON - 1910 Census

55 S. WASHINGTON ST., Hinsdale, IL



1910 United States Federal Census

Name:	Lorin Rawson	
Age in 1910:	35	
Estimated Birth Year:	abt 1875	
Birthplace:	Pennsylvania	
Relation to Head of House:	Son	
Father's Birth Place:	Ohio	
Mother's Name:	Clara A	
Mother's Birth Place:	Ohio	
Home in 1910:	Hinsdale, Dupage, Illinois	
Marital Status:	Single	
Race:	White	
Gender:	Male	
Neighbors:		
Household Members:	Name	Age
	Clara A Rawson	65
	Lorin Rawson	35
	Martha Anderson	24
	Elea Peterson	19

Source Citation: Year: 1910; Census Place: Hinsdale, Dupage, Illinois; Roll: T624_285; Page: 204; Enumeration District: 5; Image: 944.

Source Information:

Ancestry.com. 1910 United States Federal Census [database on-line]. Provo, UT, USA: The Generations Network, Inc., 2006. For details on the contents of the film numbers, visit the following NARA web page: Original data: United States of America, Bureau of the Census. *Thirteenth Census of the United States, 1910*. Washington, D.C.: National Archives and Records Administration, 1910. T624, 1,178 rolls.

Description:

This database is an index to the head of households enumerated in the 1910 United States Federal Census, the Thirteenth Census of the United States. In addition, each indexed name is linked to actual images of the 1910 Federal Census. The information recorded in the census includes: name, relationship to head of family, age at last birthday, sex, color or race, whether single, married, widowed, or divorced, birthplace, birthplace of father and mother, and more.

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



Figure 15: Grant House, 306 E. First Street

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

COLONIAL REVIVAL



Figure 16: Root House, 134 S. Park Avenue

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

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

historic (built in 1950 or before). The following nine houses and one church are ranked locally significant: the Charles E. and Carrie Raymond House at 425 E. Third Street built in 1893, the George H. and Carrie R. Mitchell House at 244 E. First Street designed by Shepley Rutan & Coolidge and built in 1893, the Robert M. and Mary Dean House at 337 E. Third Street built in 1895, the Frank Osgood Butler House at 230 E. First Street designed by George William Ashby and built in 1898, the Charles G. Root House at 134 S. Park Avenue built c. 1904, the Howard George Hetzler House at 26 S. Park Avenue built c. 1905, 14 S. Oak Street built c. 1910, 341 S. Elm Street built c. 1915, and 419 E. First Street built in c. 1920. Of these, the Raymond House, the Dean House, the Butler House, and the Root House are also included in the Illinois Historic Sites Survey. The only non-residential building in the survey area in the Colonial Revival style is the First Church of Christ, Scientist at 405 E. First Street designed by Spencer Solon Beman and built in 1950.

The Charles G. Root House at 134 S. Park Avenue is a fine example of the Colonial Revival style in Hinsdale with notable detailing. It has wide tongue-and-groove siding on the first floor and narrow raked siding at the second. Unlike many examples of the Colonial Revival style, this house is asymmetrical in its form, with a corner tower and conical roof on one side, balanced by a curved sun porch on the opposite side with flat roof, fluted Tuscan columns, and wood balustrade above. Characteristic Colonial features include the front entry porch with segmental arched pediment, and the nine-over-one and six-over-one multi-light windows throughout. The hipped roof with hipped roof dormers is also a Colonial feature.



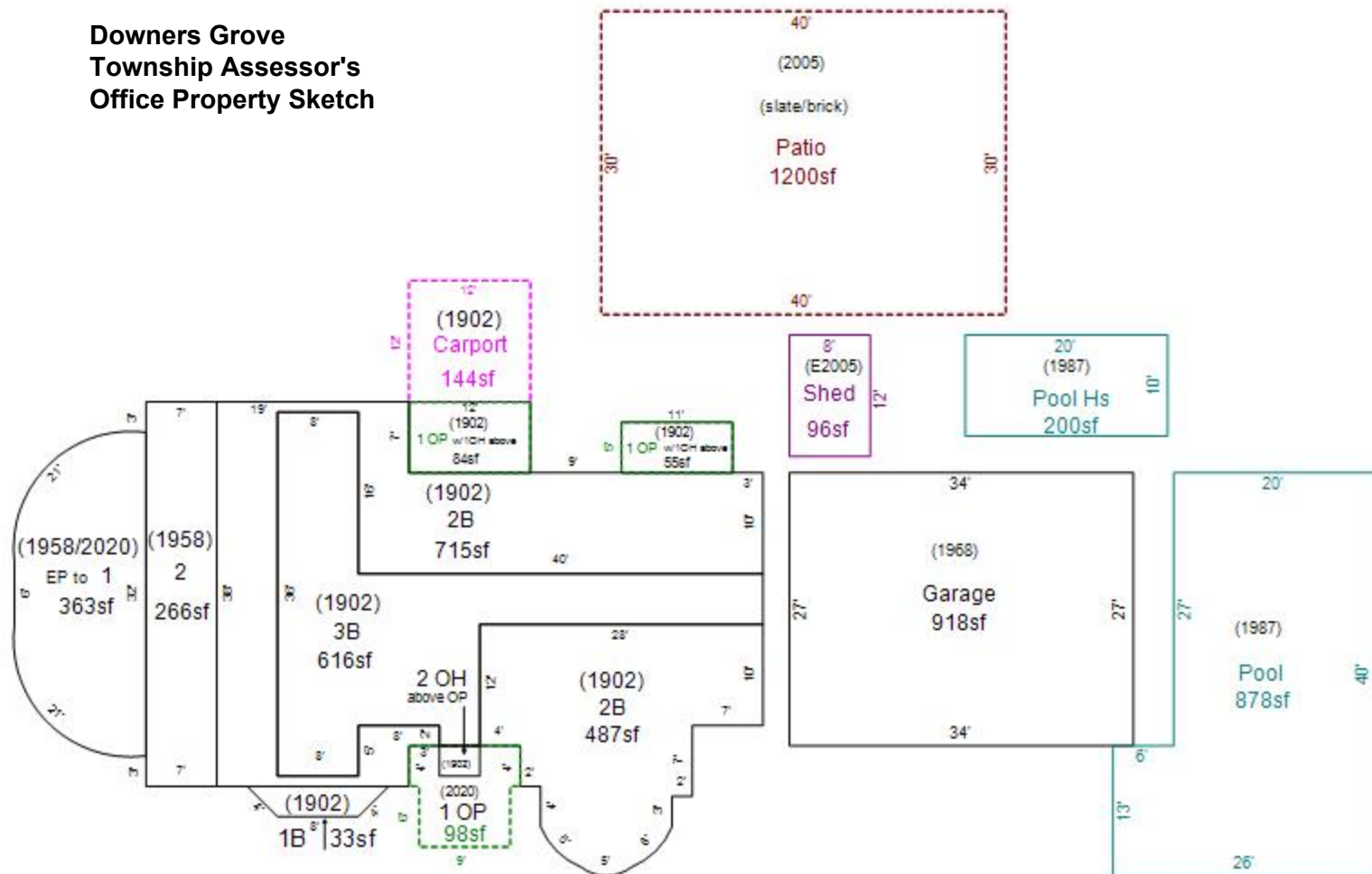
Figure 17: Hetzler House, 26 S. Park Avenue

The Howard George Hetzler House at 26 S. Park Avenue is an impressive example of an early subtype of the Colonial Revival style. This subtype has a mixture of elements characteristic of other styles being built at the turn of the 20th century. It is rectangular and symmetrical in its massing, with a low-pitched hipped roof punctuated by a hipped roof dormer. Both the principal roof and the roof of the full-width front porch have broad eaves as was common in the Prairie School and its popular derivation, the American Foursquare. Colonial features are evident, however, in the Palladian window on the second floor over the front entry, and the front entry itself with transom and sidelights. The porch has paired, fluted columns and a brick porch rail. Mr. Hetzler was a railway executive with the Chicago, Burlington, and Quincy Railroad.

The Church of Christ, Scientist, at 405 E. First Street, was designed by Spencer Solon Beman, son of famous Chicago architect Solon Spencer Beman. The younger Beman was known largely for his Christian Scientist designs, and this church is typical of his work.

Although low and long like many of the residential ranch types of the 1950s, the front façade is dominated by a classical-style portico topped with a stacked steeple with pedimented vents and spire. The front door

**Downers Grove
Township Assessor's
Office Property Sketch**



HISTORICALLY SIGNIFICANT STRUCTURES PROPERTY LIST
PROPERTY INFORMATION SHEET

Address 408 S. Washington Street	
County DuPage	
PIN / Parcel Number 09-12-125-010	
Zoning District R-4 Single Family Zoning District	
Land Use Single-Family	
Historic Name N/A	
Architect N/A	
Date Constructed c.1910	
Architectural Style Craftsman	
Past Historic Surveys / Historic Significance • Reconnaissance Survey (1999) - Significant / Historically Significant • Town of Hinsdale Survey (2001) - Significant	

Village of HINSDALE

ILLINOIS URBAN ARCHITECTURAL AND HISTORICAL SURVEY

STREET # 408

DIRECTION S

STREET Washington

ABB ST

PIN

LOCAL SIGNIFICANCE RATING S

POTENTIAL IND NR? (Y OR N) N

Criteria

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

Contributing secondary structure?
(C or NC) NC

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



GENERAL INFORMATION

CATEGORY building

CONDITION excellent

INTEGRITY minor alterations

SECONDARY STRUCTURE detached garage

SECONDARY STRUCTURE 2

CURRENT FUNCTION Domestic - single dwelling

HISTORIC FUNCTION Domestic - single dwelling

ARCHITECTURAL DESCRIPTION

ARCHITECTURAL CLASSIFICATION Craftsman

ARCHITECTURAL CLASSIFICATION2

ORIGINAL CONSTRUCTION DATE c. 1910

DATE SOURCE surveyor

EXTERIOR WALLS (current) brick

EXTERIOR WALLS (original) stucco

EXTERIOR WALLS (original) brick

EXTERIOR WALLS (original) stucco

SIGNIFICANT FEATURES Front cutaway bay with brackets; half-timbering at second floor; front entry awning with concrete brackets and half-timbering at second floor; multilight glass panel door; brackets under gable; eave board

ALTERATION(S) Flagstone front steps

OVERALL SHAPE OR PLAN rectangular

NO. OF STORIES 2

WINDOW MATERIAL, TYPE(S)

wood

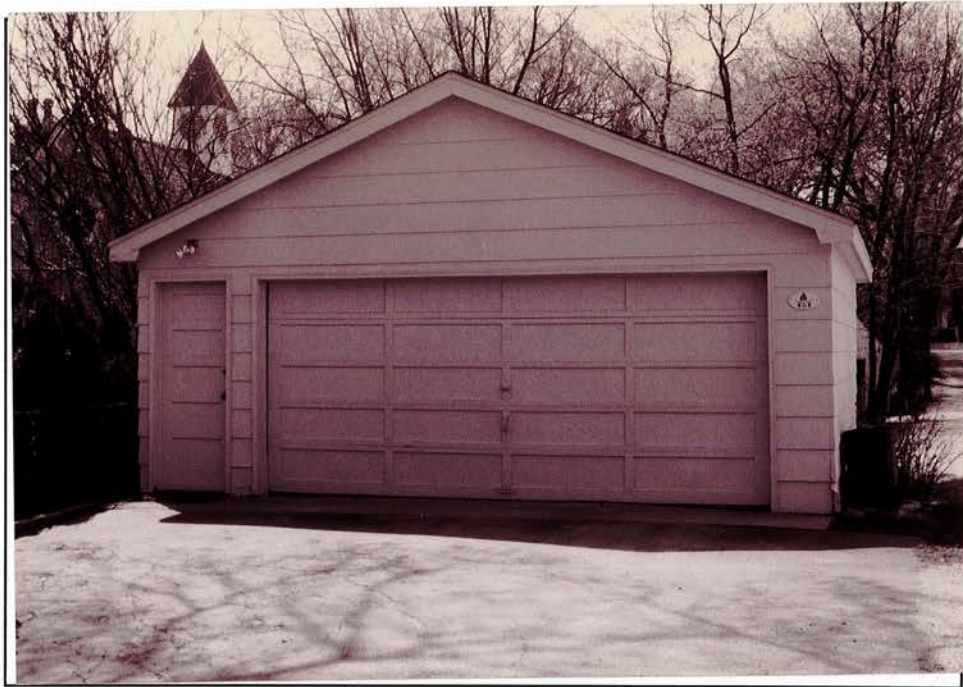
double hung 6/1; 4/1; 9/1

PORCH recessed entry

ROOF (type and materials) side gable

asphalt shingle

FOUNDATION poured concrete



RESEARCH INFORMATION

HIST NAME

COMMON NAME

ARCHITECT

BUILDER

LANDMARK LIST

COST OLD SIGNIFICANCE RATING

ADDITIONAL INFORMATION:

Reason for Significance: Fine example of the Craftsman style in Hinsdale with steeply pitched gable roofs with half timbering and other Craftsman details.

SURVEY AREA

LANDSCAPE FEATURES

Midblock location on residential street; evergreen shrubs at foundation; flagstone walk to front entry steps; mature trees in parkway

PHOTOGRAPHIC INFO

ROLL NO. FRAME NO.

ROLL NO. FRAME NO.

ROLL NO. FRAME NO.

PREPARER

ORGANIZATION

DATE

408 S Washington ST

be eligible for individual listing on the National Register of Historic Places under criterion c, architecture.

CRAFTSMAN

The Craftsman style is generally characterized by low-pitched roofs with deep overhanging eaves, exposed rafter ends, decorative brackets or knee braces under shallow gable roofs, dormers, and a deep front porch. Windows are frequently double-hung sash with three panes in the upper sash and one in the lower. Craftsman detailing was frequently combined with the bungalow form, and Craftsman Bungalows, inspired by the work of California architects Greene and Greene, were widely published in architectural journals and popular home magazines of the day. Plans were often included in articles about the style, and the Craftsman Bungalow became one of the country's most popular house styles during the teens and twenties. Unlike the Italianate, Victorian Gothic Revival, and Queen Anne structures that preceded them, these homes were designed for households without servants and had simple detailing. Craftsman houses often share similar characteristics with Tudor Revival style houses. Both styles have English roots, with the Craftsman style growing out of the Arts and Crafts Movement. Although they were built into the 1920s, Craftsman homes were particularly popular between 1901 and 1916, when the architect and furniture maker Gustav Stickley published his magazine, *The Craftsman*.

There are eleven Craftsman style houses and one Craftsman Bungalow in the survey area, of which two are ranked locally significant and one is ranked potentially significant. The significant Craftsman style houses are 318 and 408 S. Washington Street, and both are included in the Illinois Historic Structures Survey.

The Robert L. Woodcock House built c. 1910 at 318 S. Washington Street, is a handsome example of the Craftsman style. It features an entry canopy on the front and side doors with brackets, wide overhanging eaves with brackets, and exposed rafter tails. There are multi light casement windows throughout, some with transoms.

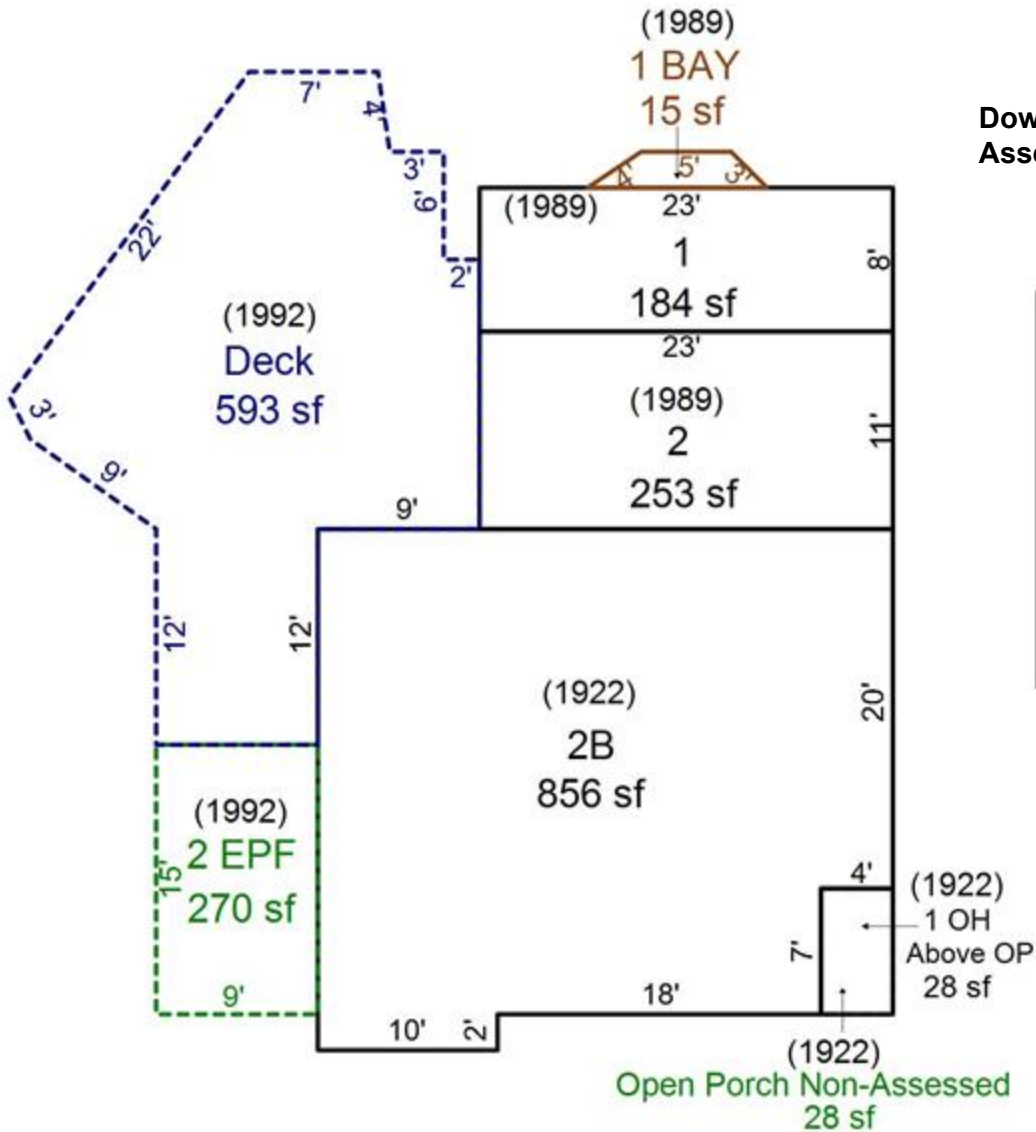


Robert L. Woodcock House, 318 S. Washington Street

COLONIAL REVIVAL

The Colonial Revival style dates from the 1876 centennial celebration until the mid-1950s and became the most popular historical revival style throughout the country between World Wars I and II. Many people chose Colonial Revival architecture because of its basic simplicity and its patriotic associations with early American 18th century homes. Whether derived from stately red brick

**Downers Grove Township
Assessor's Office Property Sketch**



VILLAGE OF HINSDALE

ORDINANCE NO. _____

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

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

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

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

WHEREAS, on November 6, 2023, the Historic Preservation Commission held a public hearing on five (5) additional properties that had been brought forward for consideration for placement on the Historically Significant Structures Property List (the "Sixth Proposed List"). The public hearing was held pursuant to Section 14-7-3.C. of the Village Code, and pursuant to notice thereof properly published in *The Hinsdalean*. After considering all of the testimony and evidence presented at the public hearing, the Historic Preservation Commission recommended the five (5) additional properties on the Sixth Proposed List for inclusion on the Historically Significant Structures Property List. The Sixth Proposed List with information on each of the five (5) properties recommended for inclusion on the Historically Significant Structures Property List, as well as what criteria the Historic Preservation Commission found to be met for each property, is attached hereto as **Exhibit A** and made a part hereof; and

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

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

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

Section 2: Approval of Properties for Placement on the Historically Significant Structures Property List. Pursuant to the authority granted under State law, including but not limited to the Illinois Municipal Code (65 ILCS 5/1-1-1, et seq.), the Hinsdale Zoning Code, and Title 14 (Historic Preservation) of the Hinsdale Village Code, the President and Board of Trustees of the Village of Hinsdale accept the recommendations of the Historic Preservation Commission and approve the five (5) additional properties for the Sixth Proposed List attached hereto as **Exhibit A**, for placement on the Historically Significant Structures Property List. The Historically Significant Structures Property List with the five (5) added properties shall be maintained by the Village Clerk and included in the Village Code as Appendix 1 to Chapter 14-7 (Historic Overlay District).

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

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

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

Thomas K. Cauley, Jr., Village President

ATTEST:

Emily Tompkins, Village Clerk

EXHIBIT A

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

(ATTACHED)

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

CLERK'S CERTIFICATE

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

ORDINANCE NO. _____

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

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

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

AYES: _____
NAYS: _____
ABSENT: _____

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

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

Village Clerk

[SEAL]

EXHIBIT A

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

(ATTACHED)

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

CLERK'S CERTIFICATE

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

ORDINANCE NO. _____

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

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

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

AYES: _____
NAYS: _____
ABSENT: _____

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

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

Village Clerk

[SEAL]



REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: Consent – ACA

SUBJECT: Accounts Payable-Warrant #1788

MEETING DATE: November 21, 2023

FROM: Carrie Dittman, Asst. Village Manager/Director of Finance

Recommended Motion

Approve payment of the accounts payable for the period of November 2, 2023 through November 15, 2023 in the aggregate amount of \$958,448.64 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.

Background

At each Village Board meeting the Village Treasurer submits a warrant register that lists bills to be paid and to ratify any wire transfers that have been made since the last Village Board meeting. Supporting materials for all bills to be paid are reviewed by Village Treasurer and one Village Trustee prior to the Village Board meeting.

Discussion & Recommendation

After completion of the review by the Village Treasurer and Village Trustee approval of Warrant #1788 is recommended.

Budget Impact

N/A

Village Board and/or Committee Action

Village Board agenda policy provides that the Approval of the Accounts Payable should be listed on the Consent Agenda

Documents Attached

Warrant Register #1788

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1788

FOR PERIOD November 1, 2023 through November 15, 2023

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$958,448.64 reviewed and approved by the below named officials.

APPROVED BY _____ DATE _____
ASST. VILLAGE MANAGER/DIRECTOR OF FINANCE

APPROVED BY _____ DATE _____
VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE TRUSTEE

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
1788

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems			
11/15/2023	Village Payroll #23 - Calendar 2023	FWH/FICA/Medicare	\$ 100,138.54
Illinois Department of Revenue			
11/15/2023	Village Payroll #23 - Calendar 2023	State Tax Withholding	\$ 20,876.51
ICMA - 457 Plans			
11/15/2023	Village Payroll #23 - Calendar 2023	Employee Withholding	\$ 18,070.15
HSA PLAN CONTRIBUTION			
11/15/2023	Village Payroll #23 - Calendar 2023	Employer/Employee Withholding	\$ 1,606.95
Intergovernmental Personnel Benefit Cooperative		Employee Insurance	\$ -
Illinois Municipal Retirement Fund		Employer/Employee	\$ -
Total Bank Wire Transfers and ACH Payments			\$ 140,692.15

Village of Hinsdale
#1788
Summary By Fund

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
General Fund	100	269,028.95	-	269,028.95
Capital Project Fund	400	41,745.00	-	41,745.00
Water & Sewer Operations	600	363,037.12	-	363,037.12
Water & Sewer Capital	620	36.00	-	36.00
Escrow Funds	720	136,742.00	-	136,742.00
Payroll Revolving Fund	740	7,167.42	140,692.15	147,859.57
Total		817,756.49	140,692.15	958,448.64

**Warrant Register 1788**

Invoice	Description	Invoice/Amount
BULLSEYE TELECOM INC		
48026867	PHONE CHARGES 10/26-11/25/23	723.45
48026867	PHONE CHARGES 10/26-11/25/23	76.24
48026867	PHONE CHARGES 10/26-11/25/23	72.13
48026867	PHONE CHARGES 10/26-11/25/23	289.28
48026867	PHONE CHARGES 10/26-11/25/23	57.56
48026867	PHONE CHARGES 10/26-11/25/23	667.71
48026867	PHONE CHARGES 10/26-11/25/23	369.04
48026867	PHONE CHARGES 10/26-11/25/23	76.24
48026867	PHONE CHARGES 10/26-11/25/23	72.13
48026867	PHONE CHARGES 10/26-11/25/23	148.61
48026867	PHONE CHARGES 10/26-11/25/23	51.98
48026867	PHONE CHARGES 10/26-11/25/23	38.97
Check Date 11/9/2023 Total For Check # 117489		2,643.34
COEO SOLUTIONS		
1103771	HIGH SPEED INTERNET 11/1-11/30/23	1,311.40
Check Date 11/9/2023 Total For Check # 117490		1,311.40
COMCAST		
8771201110037136	POOL 11/4-12/3/23	169.80
Check Date 11/9/2023 Total For Check # 117491		169.80
FIRST COMMUNICATIONS, LLC		
125928890	PHONE CHARGES 10/22-11/21/23	350.49
125928890	PHONE CHARGES 10/22-11/21/23	120.99
125928890	PHONE CHARGES 10/22-11/21/23	252.21
125928890	PHONE CHARGES 10/22-11/21/23	68.15
125928890	PHONE CHARGES 10/22-11/21/23	103.84
125928890	PHONE CHARGES 10/22-11/21/23	44.50
125928890	PHONE CHARGES 10/22-11/21/23	1,568.20
125928890	PHONE CHARGES 10/22-11/21/23	0.01
Check Date 11/9/2023 Total For Check # 117492		2,508.39
HOME DEPOT CREDIT SERVICE		
SEPT23	SEPT23 MISC HARDWARE	36.82
SEPT23	SEPT23 MISC HARDWARE	14.97
SEPT23	SEPT23 MISC HARDWARE	103.45
SEPT23	SEPT23 MISC HARDWARE	149.00
SEPT23	SEPT23 MISC HARDWARE	69.98
SEPT23	SEPT23 MISC HARDWARE	-5.18



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Invoice	Description	Invoice/Amount
	Check Date 11/9/2023 Total For Check # 117493	369.04
TOSHIBA FINANCIAL SERVICE		
514355304	COPIER LEASE FIN 10/23-11/23/23	275.00
513835090	COPIER LEASE FIRE 9/15-10/15/23	324.12
513835090	COPIER LEASE FIRE 10/15-11/15/23	383.29
	Check Date 11/9/2023 Total For Check # 117494	982.41
VERIZON WIRELESS		
9945129860	PD SECURITY CAMS/IPADS 8/24-9/23/23	787.27
9947565526	PD SECURITY CAMS/IPADS 9/24-10/23/23	786.80
	Check Date 11/9/2023 Total For Check # 117495	1,574.07
AFLAC-FLEXONE		
29732	Payroll Run 1 - Warrant 111023	608.82
	Check Date 11/10/2023 Total For Check # 117496	608.82
ILLINOIS FRATERNAL ORDER		
29730	Payroll Run 1 - Warrant 111023	816.00
	Check Date 11/10/2023 Total For Check # 117497	816.00
NATIONWIDE RETIREMENT SOL		
29731	Payroll Run 1 - Warrant 111023	1,325.00
	Check Date 11/10/2023 Total For Check # 117498	1,325.00
NATIONWIDE TRUST CO FSB		
29733	Payroll Run 1 - Warrant 111023	3,584.35
	Check Date 11/10/2023 Total For Check # 117499	3,584.35
NCPERS GRP LIFE INS#3105		
29729	Payroll Run 1 - Warrant 111023	176.00
	Check Date 11/10/2023 Total For Check # 117500	176.00
STATE DISBURSEMENT UNIT		
29735	Payroll Run 1 - Warrant 111023	225.80
	Check Date 11/10/2023 Total For Check # 117501	225.80
STATE DISBURSMENT UNIT		
29734	Payroll Run 1 - Warrant 111023	431.45
	Check Date 11/10/2023 Total For Check # 117502	431.45
3G SAFETY SUPPLY		
231887	HAZMAT METER SENSOR	139.73
	Check Date 11/15/2023 Total For Check # 117503	139.73
A BLOCK MARKETING INC		
LO00086268	WOOD CHIP DISPOSAL 10/18	30.00
LO00086326	WOOD CHIP DISPOSAL 10/19	30.00



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Invoice	Description	Invoice/Amount
	Check Date 11/15/2023 Total For Check # 117504	60.00
ABT		
1023301CGCE	REFRIGERATOR FOR FIRE ADMIN	259.00
	Check Date 11/15/2023 Total For Check # 117505	259.00
AEP ENERGY		
3013129848-OCT23	53 VILLAGE PL-9/14-10/13/23	542.30
	Check Date 11/15/2023 Total For Check # 117506	542.30
ALLIED GARAGE DOOR INC		
216105	M84 GARAGE DOOR REPAIR	719.35
	Check Date 11/15/2023 Total For Check # 117507	719.35
AMJ SPECTACULAR EVENTS		VOID 117508
20541381	WINTERWONDERLAND EVENT-SNOW GLOBE	1,368.38
	Check Date 11/15/2023 Total For Check # 117509	1,368.38
AMPEST EXTERMINATING &		
8060	KLM ANIMAL TRAPPING 10/11-10/23	770.00
	Check Date 11/15/2023 Total For Check # 117510	770.00
APEX LANDSCAPING INC		
1963	2023 LANDSCAPE MAINTENANCE CONTRACT BOT 3/7/23	541.00
1963	2023 LANDSCAPE MAINTENANCE CONTRACT BOT 3/7/23	4,399.00
1963	2023 LANDSCAPE MAINTENANCE CONTRACT BOT 3/7/23	13,796.00
	Check Date 11/15/2023 Total For Check # 117511	18,736.00
AT&T MOBILITY		
287305163654-OCT23	PHONE CHARGES 9/26-10/25/23 PUB WORKS/OTHER	295.47
287305163654-OCT23	PHONE CHARGES 9/26-10/25/23 PUB WORKS/OTHER	126.63
287305163654-OCT23	PHONE CHARGES 9/26-10/25/23 PUB WORKS/OTHER	42.21
287305163654-OCT23	PHONE CHARGES 9/26-10/25/23 PUB WORKS/OTHER	56.06
287305163654-OCT23	PHONE CHARGES 9/26-10/25/23 PUB WORKS/OTHER	168.84
287305163654-OCT23	PHONE CHARGES 9/26-10/25/23 PUB WORKS/OTHER	84.42
287305163654-OCT23	PHONE CHARGES 9/26-10/25/23 PUB WORKS/OTHER	168.84
287305163654-OCT23	PHONE CHARGES 9/26-10/25/23 PUB WORKS/OTHER	84.42



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Invoice	Description	Invoice/Amount
287305163488-OCT23	PHONE CHARGES 9/26-10/25/23 PUB SAFETY	159.42
287305163488-OCT23	PHONE CHARGES 9/26-10/25/23 PUB SAFETY	1,496.57
287305163488-OCT23	PHONE CHARGES 9/26-10/25/23 PUB SAFETY	824.07
287305163488-OCT23	PHONE CHARGES 9/26-10/25/23 PUB SAFETY	42.21
Check Date 11/15/2023 Total For Check # 117512		3,549.16
ATLAS BOBCAT LLC		
QA6555	GRADER 84" BLADE BOBCAT UNIT 19	10,085.96
Check Date 11/15/2023 Total For Check # 117513		10,085.96
BACKGROUNDS ONLINE		
558298	BACKGROUND CHECK 10/24/23	52.10
Check Date 11/15/2023 Total For Check # 117514		52.10
BE PREPARED		
OCT2023BABYSITT ERS	OCTOBER BABYSITTING CLASS	130.00
2023OCTOBERSAF E	OCTOBER SAFE AT HOME CLASS	90.00
OCTOBER2023FIRS TAID	OCTOBER FIRST AID FOR KIDS CLASS	55.00
Check Date 11/15/2023 Total For Check # 117515		275.00
BEACON SSI INCORPORATED		
107308	GAS TANK INSPECTION-OCT23	190.00
Check Date 11/15/2023 Total For Check # 117516		190.00
BISCHMAN, JORDAN		
101523	UNIFORM ALLOW-BISCHMAN	70.51
Check Date 11/15/2023 Total For Check # 117517		70.51
BMO HARRIS BANK N.A. PYMT		
OCT2023	MISC CHARGES OCT23	38.99
OCT2023	MISC CHARGES OCT23	0.99
OCT2023	MISC CHARGES OCT23	43.49
OCT2023	MISC CHARGES OCT23	84.18
OCT2023	MISC CHARGES OCT23	39.75
OCT2023	MISC CHARGES OCT23	36.30
OCT2023	MISC CHARGES OCT23	69.95
OCT2023	MISC CHARGES OCT23	145.00
OCT2023	MISC CHARGES OCT23	357.21
OCT2023	MISC CHARGES OCT23	140.00



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Invoice	Description	Invoice/Amount
OCT2023	MISC CHARGES OCT23	0.99
	Check Date 11/15/2023 Total For Check # 117518	956.85
BUTTREY RENTAL SERVICE IN		
330684	WINTER PREP FOR BUILDINGS	191.25
330442	COMPRESSOR FOR IRRIGATION WINTERIZATION	553.64
330962	RENTAL TO WINTERIZE BATHROOMS	184.92
	Check Date 11/15/2023 Total For Check # 117519	929.81
CARROLL CONSTRUCTION		
LE080287	BAG CONCRETE FOR TRIP HAZZARDS	63.51
	Check Date 11/15/2023 Total For Check # 117520	63.51
CERTICLEAN TEAM LLC		
KLM LODGE-OCT 2023	OCT KLM CLEANING 10/1-10/31/23	2,062.00
	Check Date 11/15/2023 Total For Check # 117521	2,062.00
CHICAGO ARTISAN ROASTERS		
1372	COFFEE FOR PD	45.00
1317	COFFEE- PD	45.00
	Check Date 11/15/2023 Total For Check # 117522	90.00
CHICAGO PARTS & SOUND LLC		
2J0004492	OUTFITTING OF NEW SQUAD CAR #45 BOT 3/7/23	475.00
	Check Date 11/15/2023 Total For Check # 117523	475.00
CHRISTOPHER B BURKE		
PAY8	SEPT 2023 3RD PTY DEVELOPMENT REVIEWS	3,300.00
187318	KLM PARK STREAMBANK STABILIZATION STUDY TO 9/30/23	880.00
	Check Date 11/15/2023 Total For Check # 117524	4,180.00
CINTAS CORPORATION		
5180865648	MEDICAL CABINET RESTOCK	154.52
5180576051	EYE STATION SERVICE	560.71
4171852367	MAT & TOWEL SVC	22.85
4171852367	MAT & TOWEL SVC	30.53
4171852367	MAT & TOWEL SVC	21.39
4171852367	MAT & TOWEL SVC	21.29
4171852367	MAT & TOWEL SVC	46.08
4171852367	MAT & TOWEL SVC	42.97
	Check Date 11/15/2023 Total For Check # 117525	900.34



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Invoice	Description	Invoice/Amount
CLEANSWEEP		
PS571333	CBD STREET SWEEPING-OCT 20 & 27	2,805.00
PS565559	CBD STREET SWEEPING-OCT 6 & 13	2,380.00
PS565373	CBD STREET SWEEPING-SEPT 22 & 29	2,975.00
	Check Date 11/15/2023 Total For Check # 117526	8,160.00
COLLEY ELEVATOR COMPANY		
249580	PD ELEVATOR TEST & INSPECTORS FEE	330.00
	Check Date 11/15/2023 Total For Check # 117527	330.00
COLLEY ELEVATOR COMPANY		
249582	KLM ELEVATOR INSPECTION	250.00
249581	WATER PLANT ELEVATOR INSPECT	400.00
249579	VH-MEM HALL ELEVATOR TESTING	1,088.00
249672	VH ELEVATOR PHONE REPAIR	456.00
	Check Date 11/15/2023 Total For Check # 117528	2,194.00
COMCAST		
8771201110036757	VILLAGE HALL 11/5-12/4/23	268.85
8771201110036807	KLM 11/5-12/4/23	116.85
8771201110036815	WATER 11/5-12/4/23	169.80
	Check Date 11/15/2023 Total For Check # 117529	555.50
COMED		
1653148069	TRAFFIC SIGNALS 9/26-10/26/23	66.97
	Check Date 11/15/2023 Total For Check # 117530	66.97
COMMERCIAL COFFEE SERVICE		
REB1016672	COFFEE & CREAMER WATER PLANT	212.35
	Check Date 11/15/2023 Total For Check # 117531	212.35
COMMUNICATIONS DIRECT		
IN177975	RADIO MAINTENANCE-FIRE DEPT	177.88
	Check Date 11/15/2023 Total For Check # 117532	177.88
CONCENTRIC INTEGRATION		
0250778	WATER SCADA EMERG SUPPORT	1,601.86
	Check Date 11/15/2023 Total For Check # 117533	1,601.86
CONRAD POLYGRAPH, INC		
5800	POLYGRAH FOR NEW CANDIDATE	90.00
	Check Date 11/15/2023 Total For Check # 117534	90.00
CONSTELLATION NEWENERGY		
3885235	GAS BILLS 10/1-10/31/23	366.12
3885235	GAS BILLS 10/1-10/31/23	366.12



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Invoice	Description	Invoice/Amount
3885235	GAS BILLS 10/1-10/31/23	717.34
3885235	GAS BILLS 10/1-10/31/23	917.84
3885235	GAS BILLS 10/1-10/31/23	381.56
3885235	GAS BILLS 10/1-10/31/23	586.41
Check Date 11/15/2023 Total For Check # 117535		3,335.39
CORE & MAIN LP		
T556069	WATER METERS BOT 3/7/23	2,685.00
T719448	WATER METERS BOT 3/7/23	2,596.00
T644451	TAPPING CLAMPS	374.00
T676305	2" TAPPING MATERIAL	1,431.50
T768778	1.5" WATER METERS	3,882.00
Check Date 11/15/2023 Total For Check # 117536		10,968.50
DARLING INGREDIENTS, INC		
12962135	KLM/PIERCE CLEANING GREASE TRAPS	186.30
12962135	KLM/PIERCE CLEANING GREASE TRAPS	193.20
Check Date 11/15/2023 Total For Check # 117537		379.50
DIRECT ADVANTAGE INC		
792352	HINSDALE FOR THE HOLIDAY BOT 3/7/23	10,650.00
Check Date 11/15/2023 Total For Check # 117538		10,650.00
DO-ALL FENCE INC		
9829	FENCE REPAIR-KLM PERIMETER SECTION 1	11,000.00
Check Date 11/15/2023 Total For Check # 117539		11,000.00
DUPAGE MATERIALS COMPANY		
23910	HOT PATCH	193.50
23936	HOT PATCH WATERMAIN BREAK	138.68
24098	HOT PATCH WATERMAIN BREAK RESTO	332.82
24063	HOT PATCH WATERMAIN BREAK RESTO	262.52
24125	HOT PATCH WATERMAIN BREAK RESTO	99.33
Check Date 11/15/2023 Total For Check # 117540		1,026.85
DUPAGE WATER COMMISSION		
01-1200-00-OCT23	WATER CHARGES 9/30-10/31/23	331,145.53
Check Date 11/15/2023 Total For Check # 117541		331,145.53
ECO CLEAN MAINTENANCE INC		
12110	CUSTODIAL SERVICES SEPT2023	1,900.00
12110	CUSTODIAL SERVICES SEPT2023	1,200.00
12110	CUSTODIAL SERVICES SEPT2023	2,546.00
12110	CUSTODIAL SERVICES SEPT2023	720.00



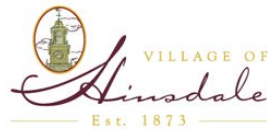
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Invoice	Description	Invoice/Amount
12209	CUSTODIAL SERVICES OCT2023	1,900.00
12209	CUSTODIAL SERVICES OCT2023	1,200.00
12209	CUSTODIAL SERVICES OCT2023	2,546.00
12209	CUSTODIAL SERVICES OCT2023	720.00
Check Date 11/15/2023 Total For Check # 117542		12,732.00
EXCELL FASTENER SOLUTIONS		
36558	FASTENERS, NUTS, BOLTS	180.00
36565	FASTENERS, NUTS, BOLTS	393.50
Check Date 11/15/2023 Total For Check # 117543		573.50
FACTORY MOTOR PARTS CO		
60-408306	FRONT BRAKE PADS VEHICLE #37	59.99
60-408137	FRONT BRAKE PADS-VEHICLE #1	59.99
50-4854230	RIGHT OUTER TIE ROD END-VEHICLE #1	106.92
Check Date 11/15/2023 Total For Check # 117544		226.90
FCWRD		
00819-000-OCT23	OCT23 SEWER 8/29-10/27/23	1,492.71
Check Date 11/15/2023 Total For Check # 117545		1,492.71
FIRESTONE STORES		
309389	TIRES-VEHICLE #42	727.76
309391	TIRES-VEHICLE #11	325.76
144817	NEW TIRES X 4 - VEHICLE 42	544.44
Check Date 11/15/2023 Total For Check # 117546		1,597.96
FORESMAN, RICHARD		
110623	ZBA/VBOT & P&R MTG RECORD 9/20, 10/3, 10/10	600.00
Check Date 11/15/2023 Total For Check # 117547		600.00
FOSTER'S TEST LANE LLC		
44639	SAFETY LANE-VEHICLE #21	69.00
Check Date 11/15/2023 Total For Check # 117548		69.00
FOX VALLEY FIRE & SAFETY		
IN00610498	FIRE EXTINGUISHER SERVICE/RECHARGE	108.40
IN00637373	EXTINGUISHER RECHARGE	83.70
IN0102423JWD	PARK FIRE EXTINGUISHER INSPECTIONS	580.00
IN0102423JWB	EXTINGUISHER INSPECT	50.00
IN0102423JWB	EXTINGUISHER INSPECT	60.00
IN0102423JWB	EXTINGUISHER INSPECT	598.40
IN0102423JWC	VEECK WATER PLANT-FIRE EXTINGUISHER INSPECTIONS	271.20



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Invoice	Description	Invoice/Amount
IN0102423JWA	FIRE EXTINGUISHER SVC-VH/MEM/YOUTH/HIGHLAND	428.70
	Check Date 11/15/2023 Total For Check # 117549	2,180.40
FULLERS SERVICE CENTER IN		
OCT 2023	OCT 2023 CAR WASH	72.00
78	OCT YEAR 2 WEEKEND CBD & PARKS GARBAGE	2,277.00
	Check Date 11/15/2023 Total For Check # 117550	2,349.00
FUN EXPRESS, LLC		
72751324401	CRAFTS FOR WINTER EVENTS	363.87
72750735801	CRAFTS FOR WINTER EVENTS	410.13
	Check Date 11/15/2023 Total For Check # 117551	774.00
GALLIK, ANDREW		
OCT 2023	TRAINING/LUNCH REIMB DET. A. GALLIK -10/2-10/6	68.85
	Check Date 11/15/2023 Total For Check # 117552	68.85
GALLS		
02075058	UNIFORM ALLOW- BERLAND	83.39
026120826	UNIFORM ALLOW- SMITH	138.34
	Check Date 11/15/2023 Total For Check # 117553	221.73
GLIOT, VERNON		
INV025816	UNIFORM ALLOW-JACKET	240.80
	Check Date 11/15/2023 Total For Check # 117554	240.80
GLOCK PROFESSIONAL INC		
TRP/100190040	ARMORER'S COURSE-OFC GRAHN	250.00
	Check Date 11/15/2023 Total For Check # 117555	250.00
GO PAINTERS		
23223	ANNUAL FIRE HYDRANT PAINTING PROGRAM	10,608.00
	Check Date 11/15/2023 Total For Check # 117556	10,608.00
GREAT LAKES CONCRETE LLC		
251171	SEWER MANHOLE ADJUSTING RINGS	897.40
	Check Date 11/15/2023 Total For Check # 117557	897.40
GREENSIDE DESIGN BUILD		
26338	STMWR BD-111 N GRANT #26338	10,855.00
	Check Date 11/15/2023 Total For Check # 117558	10,855.00
HILDEBRAND SPORTING GOODS		
101023	NAMEPLATE-SOUTH	12.00
	Check Date 11/15/2023 Total For Check # 117559	12.00



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Invoice	Description	Invoice/Amount
HOMER TREE CARE, INC		
53946	HAZARD PRUNE 3 ELMS # 404 N GARFIELD	1,500.00
54677	TREE MAINTENANCE SVC BID #1694 BOT 3/7/23	31,667.00
	Check Date 11/15/2023 Total For Check # 117560	33,167.00
HUGHES ENVIRONMENTAL CONSULTING INC		
135	VEECK CSO FEE-OCT23	550.00
	Check Date 11/15/2023 Total For Check # 117561	550.00
ILL ASSOC OF CHIEFS OF POLICE		
13836	ANNUAL MEMB. 2024- SGT. WODKA	115.00
14286	ANNUAL MEMB. 2024- CHIEF KING	265.00
	Check Date 11/15/2023 Total For Check # 117562	380.00
ILLCO, INC.		
2673034-1	WINTERIZATION SUPPLIES FOR POOL	407.06
	Check Date 11/15/2023 Total For Check # 117563	407.06
ILLINOIS MUNICIPAL LEAGUE		
110923	2024 MEMBERSHIP DUES	1,500.00
	Check Date 11/15/2023 Total For Check # 117564	1,500.00
ILLINOIS STATE TREASURERS OFFICE		
2023 UNCLAIMED	UNCLAIMED PROPERTY 2023 FILING	38,032.35
	Check Date 11/15/2023 Total For Check # 117565	38,032.35
IMAGE FX CORPORATION		
6603	DECALS-VEHICLE #46-DOORS/GRAPHICS	1,227.01
6620	DECALS-VEHICLE #46-THERMAL #HIP ROOF	234.90
	Check Date 11/15/2023 Total For Check # 117566	1,461.91
INDUSTRIAL ELECTRIC SUPPLY		
S100026691.001	CAB STAND LAMPS BRUSH HILL	32.20
S100024444.001	SPECIAL EVENTS EXT CORD	3.52
S100024664.001	WIRE FOR STREET LIGHTS	357.06
	Check Date 11/15/2023 Total For Check # 117567	392.78
INDUSTRIAL ORGANIZATIONAL		
C58151A	FD NEW HIRE APPLICATIONS	2,090.00
	Check Date 11/15/2023 Total For Check # 117568	2,090.00
INNOVATION ARTS CONNECTION		
1316	FALL DANCE PROGRAMS	553.50
	Check Date 11/15/2023 Total For Check # 117569	553.50
INTERNATIONAL EXTERMINATO		
11-14390	PEST CONTROL-NOV23	47.00



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Invoice	Description	Invoice/Amount
11-14390	PEST CONTROL-NOV23	47.00
11-14390	PEST CONTROL-NOV23	132.00
11-14390	PEST CONTROL-NOV23	47.00
11-14390	PEST CONTROL-NOV23	47.00
Check Date 11/15/2023 Total For Check # 117570		320.00
IRISH CASTLE		
27597	CONT BD-112 N VINE #27597	500.00
27618	CONT BD-141 S COUNTY LINE #27618	500.00
27636	CONT BD-110 N VINE #27636	500.00
27619	CONT BD-7 S OAK #27619	500.00
27617	CONT BD-8 N VINE #27617	500.00
27596	CONT BD-5818 S GIDDINGS #27596	500.00
27554	CONT BD-19 LANSING #27554	500.00
28844	CONT BD-5623 CHILDS #28844	500.00
27679	CONT BD-18 CHARLESTON RD #27679	500.00
Check Date 11/15/2023 Total For Check # 117571		4,500.00
LAKE VIEW NATURE CENTER		
SEPT AND OCT 2023	FALL NATURE PROGRAMS	419.40
Check Date 11/15/2023 Total For Check # 117572		419.40
LAMBERT, PETE		
101223	UNIFORM ALLOW	82.16
Check Date 11/15/2023 Total For Check # 117573		82.16
LEW, MATTHEW		
110723	ASCE 2023 CONVENTION-TVL REIMB	41.47
Check Date 11/15/2023 Total For Check # 117574		41.47
LYONS, DAVID		
OCT 2023	BALLOON ARTIST - OPEN HOUSE 2023	120.00
Check Date 11/15/2023 Total For Check # 117575		120.00
MCMASTER-CARR		
15837423	WINDOW REPAIR-VH	281.50
Check Date 11/15/2023 Total For Check # 117576		281.50
METROPOLITAN MAYORS CAUCUS		
2023-137	FY2023 CAUCUS MEMBERSHIP DUES	782.78
Check Date 11/15/2023 Total For Check # 117577		782.78



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Invoice	Description	Invoice/Amount
MIDWEST TIME RECORDER		
192951	PUB SVC TIME CLOCK OCT23	107.40
	Check Date 11/15/2023 Total For Check # 117578	107.40
MURPHY CONSTRUCTION SERVICES LLC		
23-9257	2023 SIDEWALK CUTTING PROGRAM BOT-5/2/23	40,865.00
	Check Date 11/15/2023 Total For Check # 117579	40,865.00
NAMEPLATE & PANEL TECH		
289442	TRIBUTE TREE TAGS	54.50
	Check Date 11/15/2023 Total For Check # 117580	54.50
NEUCO INC		
7202013	FIRE/PD BOILER MAINT	57.38
7202013	FIRE/PD BOILER MAINT	57.38
7198317	FIRE/PD BOILER SERVICE	408.46
7198317	FIRE/PD BOILER SERVICE	408.47
	Check Date 11/15/2023 Total For Check # 117581	931.69
NICK SKOKNA		
27683	CONT BD-808 N OAK #27683	500.00
	Check Date 11/15/2023 Total For Check # 117582	500.00
NPELRA		
6439	MEMBERSHIP DUES-CARLSON	38.33
	Check Date 11/15/2023 Total For Check # 117583	38.33
NUCO2 INC		
74600300	CO2 TANK LEASE	189.93
	Check Date 11/15/2023 Total For Check # 117584	189.93
OAK BROOK MECHANICAL, INC		
993600	REPLACE STEAM PIPE SECTION @ MEM HALL	3,900.00
	Check Date 11/15/2023 Total For Check # 117585	3,900.00
OAKLEY HOME BUILDERS		
27386	CONT BD-130 N GRANT #27386	10,000.00
27388	ST MGMT-130 N GRANT #27388	3,000.00
	Check Date 11/15/2023 Total For Check # 117586	13,000.00
ABSOLUTE CONSTRUCTION INC		
28404	CONT BD-228 N BRUNER #28404	2,300.00
	Check Date 11/15/2023 Total For Check # 117587	2,300.00



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Invoice	Description	Invoice/Amount
AKINS, MARILYN		
27637	CONT BD-424 S GARFIELD #27637	500.00
	Check Date 11/15/2023 Total For Check # 117588	500.00
COLSTON, TIMOTHY		
27526	KLM SECURITY DEP-EN240608 #27526	500.00
27526	KLM SECURITY DEP-EN240608 #27526	-50.00
	Check Date 11/15/2023 Total For Check # 117589	450.00
DELGADO, CARINA		
28295	KLM SECURITY DEP-EN240915 #28295	500.00
	Check Date 11/15/2023 Total For Check # 117590	500.00
DOLAN, STEVEN E		
29774	OVERPAYMENT ON FINAL WATER BILL	36.00
	Check Date 11/15/2023 Total For Check # 117591	36.00
ERNST, MARGUERITE		
26548	KLM SECURITY DEP-EN231028 #26548	500.00
	Check Date 11/15/2023 Total For Check # 117592	500.00
EURO PAVING INC		
28790	CONT BD-535 PRINCETON #28790	3,400.00
	Check Date 11/15/2023 Total For Check # 117593	3,400.00
FARBO JR, PATRICK		
26569	KLM SECURITY DEP-EN231020 #26569	500.00
	Check Date 11/15/2023 Total For Check # 117594	500.00
FORT, BRIAN & DANA		
27266	CONT BD-802 S CLAY #27266	500.00
	Check Date 11/15/2023 Total For Check # 117595	500.00
FULLER, HAYDEN		
27696	CONT BD-548 PHILLIPPA #27696	500.00
	Check Date 11/15/2023 Total For Check # 117596	500.00
GRANT & POWER OPCOC LLC		
28802	CONT BD-5566 S OAK #28802	4,000.00
	Check Date 11/15/2023 Total For Check # 117597	4,000.00
GREAT AMERICAN EXTERIORS		
27699	CONT BD-329 N WASHINGTON #27699	4,450.00
	Check Date 11/15/2023 Total For Check # 117598	4,450.00



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Invoice	Description	Invoice/Amount
HAAK, CHRISTOPHER		
286668	YOUNG REMBRANDTS ART CLASS CANCELLED	60.00
	Check Date 11/15/2023 Total For Check # 117599	60.00
HAUTE TACO LLC		
27754	CONT BD-114 S WASHINGTON #27754	500.00
	Check Date 11/15/2023 Total For Check # 117600	500.00
HEMECRAFTERS LLC		
26867	STMWR BD-425 S ELM #26867	10,700.00
	Check Date 11/15/2023 Total For Check # 117601	10,700.00
JENNIFER GAMBLA LIVING TRUST		
28434	CONT BD-5522 S GARFIELD #28434	7,500.00
	Check Date 11/15/2023 Total For Check # 117602	7,500.00
JOSHI, SEEMA		
28289	KLM SECURITY DEP-EN231105 #28289	250.00
	Check Date 11/15/2023 Total For Check # 117603	250.00
KEN OVERSTREET HOMES LLC		
27648	CONT BD-7 N CLAY #27648	2,250.00
	Check Date 11/15/2023 Total For Check # 117604	2,250.00
KISSINGER, MARK		
26472	CONT BD-23 CENTER #26472	500.00
	Check Date 11/15/2023 Total For Check # 117605	500.00
LANGE, ROBERT & LAUREN		
26367	STMWR BD-218 W NINTH ST #26367	9,000.00
	Check Date 11/15/2023 Total For Check # 117606	9,000.00
MACHNIAK-CEDANO, SAMANTHA		
24883	KLM SECURITY DEP-EN231021 #24883	500.00
	Check Date 11/15/2023 Total For Check # 117607	500.00
MILLER, BRETT		
27376	CONT BD-411 BIRCHWOOD #27376	500.00
	Check Date 11/15/2023 Total For Check # 117608	500.00
O'NEILL BUILDERS INC		
28424	CONT BD-1409 BURR OAK #107A #28424	1,300.00
	Check Date 11/15/2023 Total For Check # 117609	1,300.00



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Invoice	Description	Invoice/Amount
PALANISWAMI, PURANI		
27721	CONT BD-840 S THURLOW #27721	500.00
	Check Date 11/15/2023 Total For Check # 117610	500.00
PRO-LINE CONTRACTORS		
27743	CONT BD-402 58TH PL #27743	550.00
	Check Date 11/15/2023 Total For Check # 117611	550.00
PRO-LINE CONTRACTORS INC		
27744	CONT BD-45 58TH #27744	550.00
	Check Date 11/15/2023 Total For Check # 117612	550.00
RG STAMPING LLC		
27657	CONT BD-120 E FIRST #27657	500.00
	Check Date 11/15/2023 Total For Check # 117613	500.00
ROBINSON, RUTH		
27527	KLM SECURITY DEP-EN231031 #27527	250.00
	Check Date 11/15/2023 Total For Check # 117614	250.00
ROTHKOPF, MICHAEL		
26122	STMWR BD-739 S WASHINGTON #26122	28,500.00
	Check Date 11/15/2023 Total For Check # 117615	28,500.00
SACHANDA, JOHN		
27686	CONT BD-531 W 9TH ST #27686	500.00
	Check Date 11/15/2023 Total For Check # 117616	500.00
SOUMAR MASONRY RESTORATION INC		
27669	CONT BD-29 E FIRST #27669	1,000.00
	Check Date 11/15/2023 Total For Check # 117617	1,000.00
SUH, JASON		
26822	STMWR BD-530 N GRANT #26822	6,987.00
	Check Date 11/15/2023 Total For Check # 117618	6,987.00
THE CONCRETE DOCTORS GROUP INC		
27700	CONT BD-625 W WALNUT #27700	500.00
	Check Date 11/15/2023 Total For Check # 117619	500.00
VLAHOS, JULIE		
286881	SPORTS MEDICINE SCHOOL CANCELLED	169.00
	Check Date 11/15/2023 Total For Check # 117620	169.00



Warrant Register 1788

Invoice	Description	Invoice/Amount
WHEATON GARDEN WORKS		
27650	CONT BD-18 BLAINE #27650	2,000.00
	Check Date 11/15/2023 Total For Check # 117621	2,000.00
WILEWSKA, GABRIELA		
28519	CONT BD-545 N OAK #28519	5,000.00
	Check Date 11/15/2023 Total For Check # 117622	5,000.00
ORBIS SOLUTIONS		
5575577	IT SVC & CLOUD BACK UP-11/1-11/30/23 BOT 3/7/23	14,581.01
5575577	IT SVC & CLOUD BACK UP-11/1-11/30/23 BOT 3/7/23	1,800.00
	Check Date 11/15/2023 Total For Check # 117623	16,381.01
PAWEL FIT		
217	TUCK POINT WORK-MONTESSORI SCHOOL	10,500.00
	Check Date 11/15/2023 Total For Check # 117624	10,500.00
PITNEY BOWES		
0011410366	CUSTOM ENVELOPES PAYROLL	1,750.00
	Check Date 11/15/2023 Total For Check # 117625	1,750.00
POO FREE PARKS		
PFP1777	DOG WASTE BAGS-OCT	989.88
	Check Date 11/15/2023 Total For Check # 117626	989.88
PREMIER LANDSCAPE CONTRAC		
27631	CONT BD-320 E FOURTH #27631	2,000.00
28791	CONT BD-312 PRINCETON #28791	500.00
25461	CONT BD-329 E SIXTH #25461	1,400.00
27112	CONT BD-200 RAVINE #27112	500.00
27124	CONT BD-22 S BRUNER #27124	500.00
28351	CONT BD-300 FOREST RD #28351	500.00
27426	CONT BD-121 E 7TH #27426	500.00
27567	CONT BD-119 E 8TH ST #27567	500.00
28419	CONT BD-627 W CHICAGO #28419	5,000.00
28375	CONT BD-559 PHILLIPPA #28375	2,000.00
	Check Date 11/15/2023 Total For Check # 117627	13,400.00
RAILROAD MANAGEMENT CO		
491395	RR ESMT LICENSE SS PIPE XING - 1/16/24-1/16/25	758.19
	Check Date 11/15/2023 Total For Check # 117628	758.19



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Invoice	Description	Invoice/Amount
RAY O'HERRON CO INC		
2303108	UNIFORM ALLOW- WHEATON	75.00
2302023	AMMUNITION ORDER	678.00
2303106	UNIFORM ALLOW-DUDEK	36.49
	Check Date 11/15/2023 Total For Check # 117629	789.49
ROEHN, RICH		
100623	CONCRETE DRILL BIT	68.01
	Check Date 11/15/2023 Total For Check # 117630	68.01
SANGHERA, JASMEET		
103023	FIRE TRNG-CONFINED SPACE TECHNICAN	839.14
	Check Date 11/15/2023 Total For Check # 117631	839.14
SCOTT STOMPER		
79	WINTER/SPRING BROCHURE DESIGN	1,650.00
	Check Date 11/15/2023 Total For Check # 117632	1,650.00
SENTINEL EMERGENCY SOLUTIONS		
25224	EMERG REPAIR-TOWER 84 PARTS/REPAIR SENSOR	2,051.23
	Check Date 11/15/2023 Total For Check # 117633	2,051.23
SIGN WORKS INC		
114431	YARD SIGNS FOR WINTER/SPRING REGISTRATION	400.00
114432	WINTER/SPRING PROGRAM SIGNS	84.00
114506	KLM SIGNS	90.00
	Check Date 11/15/2023 Total For Check # 117634	574.00
SMITH'S BELL & CLOCK SERVICE INC		
2104	CLOCK TOWER-MOTOR GEAR	250.00
	Check Date 11/15/2023 Total For Check # 117635	250.00
SOUTH SIDE CONTROL SUPPLY		
S100893431.001	KLM LODGE HEATER REPAIR	141.40
	Check Date 11/15/2023 Total For Check # 117636	141.40
SPECIAL T UNLIMITED		
45349	UNIFORM ALLOW- NEW HIRE/SLEA RECRUIT UNIFORM	282.00
	Check Date 11/15/2023 Total For Check # 117637	282.00
SPORTSKIDS INC		
110223	FALL SPORTS SESSION I-2023 BOT 3/7/23	4,735.19
	Check Date 11/15/2023 Total For Check # 117638	4,735.19



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Invoice	Description	Invoice/Amount
STREICHERS		
I1660798	UNIFORM ALLOW- NEW VEST/NEW HIRE	745.00
	Check Date 11/15/2023 Total For Check # 117639	745.00
SUBURBAN DOOR CHECK		
IN563423	BROOKS BATHROOM REKEY	120.00
	Check Date 11/15/2023 Total For Check # 117640	120.00
SUBURBAN LABORATORIES, IN		
219430	UCMR5 LITHIUM	250.00
	Check Date 11/15/2023 Total For Check # 117641	250.00
TASC-CLIENT INVOICES		
IN2907196	FMLA ADMIN FEES 11/1/23-1/31/24	515.85
	Check Date 11/15/2023 Total For Check # 117642	515.85
THE HINSDALEAN		
13681	#V-03-23 10/26/2023	277.20
13469	#HPC-14-2023 10/19/2023	258.30
42185	FALL FEST ADS	740.00
42257	SNOW SHOVELING ADS	281.00
42292	WINTER SPRING PROGRAM GUIDE ADS	281.00
	Check Date 11/15/2023 Total For Check # 117643	1,837.50
THE STEVENS GROUP		
0201443	YARD SIGNS FOR 150TH CAMPAIGN	358.50
0201069	LETTER OF TRANSMITTAL FORMS	189.17
	Check Date 11/15/2023 Total For Check # 117644	547.67
THIRD MILLENIUM		
30630	UTILITY BILLING-11/2/23	1,158.37
	Check Date 11/15/2023 Total For Check # 117645	1,158.37
THOMSON REUTERS WEST		
849195610	ONLINE/SOFTWARE SUBS. 11/1-11/31	247.21
	Check Date 11/15/2023 Total For Check # 117646	247.21
TITAN IMAGE GROUP INC		
60870	UNIFORM ALLOW-HUMMEL	290.00
60871	UNIFORM ALLOW-LAMBERT	407.80
	Check Date 11/15/2023 Total For Check # 117647	697.80
TOTAL PARKING SOLUTIONS		
106522	PAY BY TEXT SEPT23	341.60
106522	PAY BY TEXT SEPT23	10.50



Warrant Register 1788

Invoice	Description	Invoice/Amount
	Check Date 11/15/2023 Total For Check # 117648	352.10
	TPI BLDG CODE CONSULTANT	
202310	3RD PTY PLUMBING INSP & PLAN REVIEW OCT23	2,800.00
202310	3RD PTY PLUMBING INSP & PLAN REVIEW OCT23	2,006.00
	Check Date 11/15/2023 Total For Check # 117649	4,806.00
	TRAFFIC CONTROL & PROTECT	
117085	TELSPAR POST 1.75"	3,325.00
116490	PORTABLE PEDESTRIAN CROSSWALK SIGNS	1,185.40
117090	SPEED LIMIT SIGNS	801.00
117091	NUTS & BOLTS FOR SIGNS	750.00
117092	NO PARKING SIGNS	259.00
117093	HOSPITAL SIGNS	452.50
117095	STREET NAME SIGN	93.05
117094	HANDICAP SIGNS	396.50
117096	NO PARKING SIGNS	445.50
	Check Date 11/15/2023 Total For Check # 117650	7,707.95
	TRANE	
15470373	HVAC BELTS	26.12
	Check Date 11/15/2023 Total For Check # 117651	26.12
	ULTIMATE NINJAS	
OCT2023	FALL NINJA PROGRAMS	780.00
	Check Date 11/15/2023 Total For Check # 117652	780.00
	VILLAGE TRUE VALUE HDWE	
257786	VH-CLOCK/BATTERIES BREAKROOM	36.42
258040	PUB SVC KITCHEN STRAINER	13.48
	Check Date 11/15/2023 Total For Check # 117653	49.90
	WALKER, NANCY	
111023	WINTER WONDERLAND EVENT-CAROLING SINGERS	1,250.00
	Check Date 11/15/2023 Total For Check # 117654	1,250.00
	WAREHOUSE DIRECT INC	
5569364-1	OFFICE SUPPLIES/SCISSORS	8.21
5595227-1	LODGE JANITORIAL/CAN LINERS	36.96
5606408-0	PARK JANITORIAL/TOILET PAPER	216.79
5606294-0	KLM JANITORIAL TOWEL/CLEANER/PLUG INS	188.39
C5595227-0	COFFEE RENTAL SUPPLIES RETURN	-47.47
5595967-0	COFFEE RENTAL SUPPLIES	47.47
	Check Date 11/15/2023 Total For Check # 117655	450.35

**Warrant Register 1788**

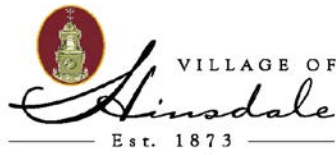
Invoice	Description	Invoice/Amount
WEX BANK		
92992160	FUEL UNLEADED OCT23 BOT 3/7/23	4,259.11
92992160	FUEL UNLEADED OCT23 BOT 3/7/23	734.85
92992160	FUEL UNLEADED OCT23 BOT 3/7/23	1,162.38
92992160	FUEL UNLEADED OCT23 BOT 3/7/23	280.97
92992160	FUEL UNLEADED OCT23 BOT 3/7/23	82.75
92992160	FUEL UNLEADED OCT23 BOT 3/7/23	53.00
92992160	FUEL UNLEADED OCT23 BOT 3/7/23	620.96
92992160	FUEL UNLEADED OCT23 BOT 3/7/23	181.19
92992160	FUEL UNLEADED OCT23 BOT 3/7/23	649.10
92992161-OCT23	REBATES/CREDITS & REVERSALS OCT23	-184.39
	Check Date 11/15/2023 Total For Check # 117656	7,839.92
	Total For ALL Checks	817,756.49



Warrant Summary by Fund:

RECAP BY FUND	FUND NUMBER	FUND TOTAL
GENERAL FUND	100	269,028.95
CAPITAL PROJECTS FUND	400	41,745.00
WATER & SEWER OPERATIONS FUND	600	363,037.12
WATER & SEWER CAPITAL FUND	620	36.00
ESCROW FUND	720	136,742.00
PAYROLL REVOLVING FUND	740	7,167.42
	TOTALS:	817,756.49

END OF REPORT



AGENDA ITEM # 8b
REQUEST FOR BOARD ACTION

Police Department

AGENDA SECTION: Consent Agenda- ZPS

SUBJECT: Replacement of an Electronic Fingerprint Identification

MEETING DATE: System November 21, 2023

FROM: Brian King, Chief of Police

Recommended Motion

Waive the competitive bidding process and authorize staff to approve payment to iTouch Biometrics, Chicago, Illinois for the purchase of a finger print identification system in the amount of \$24,090.

Background

The electronic fingerprint identification system is utilized to obtain positive identification for arrestees, as well as for fee-based applicants and background checks. The current system was originally purchased in 2012. It was scheduled for replacement in 2020. The purchase was deferred to 2023. The electronic fingerprint identification system is critical to the processing those detained for arrest to assure their proper identification.

Discussion & Recommendation

Bids were solicited from three different vendors. iTouch Biometrics is already configured to operate in the DuPage County-wide integrated Records Management System (RMS). Integration is important as it increases the efficiency, accuracy, and reduces a police officers time during the booking/ reporting process which currently requires the officer to enter the detainee's identifiers separately in the report system database. iTouch is currently in use in other DuPage County municipalities. It integrates with DuPage County RMS and will integrate with Cook County's booking system- ICLEAR. iTouch also offers a mobile unit which is useful in taking elimination prints from crime victims in the community. Staff recommends the iTouch system as the two lower bidders do not integrate into the DuPage County records management system.

Vender	Cost	DuPage RMS Integration	Cook ICLEAR Integration	Mobile Application
iTouch	\$24,090.00	Yes	Yes	Yes
MOSA Technology Solutions	\$23,060.59	No	No	Yes
Data Works	\$13,540.00	No	No	No

Budget Impact

This purchase comes in under budget. \$30,000 was budgeted for the Electronic Fingerprint Identification System in the CIP.

Village Board and/or Committee Action

At their meeting November 7, 2023, the Village Board moved this item forward to the consent agenda of their next meeting.

Documents Attached

1. Capital Improvement Plan
2. ITouch Document

Police

Equipment

2023

**Replace Electronic Fingerprint
Identification System**

\$30,000

Original Purchase Date

2012



Current Electronic Fingerprint ID System

Project Description & Justification

The electronic fingerprint identification system is utilized to obtain positive identification for detainees, as well as for fee-based applicants and background checks.

Staff will research equipment that will integrate with ongoing initiatives for a County-wide integrated Records Management System (RMS). Integration will increase efficiency and reduce patrol officer time during the booking/reporting process, which currently requires the officer to enter detainee descriptions into four disparate reporting systems. This purchase will allow the Department to synchronize booking information into the DuPage County RMS System

Project Update

This project had been deferred from 2020 to 2023

Project Alternative

The alternative is to delay the project and reschedule the project during later years.



QUOTE

iTouch Biometrics

200 E. Randolph St.
Suite 5100
Chicago, IL 60601

NAME Grant McElroy
TITLE Detective
ORGANIZATION Hinsdale Police Department
STREET -
CITY, ST, ZIP Hinsdale, IL
PHONE 630-789-7074
EMAIL gmcelroy@villageofhinsdale.org

DATE 10/3/2023
VALID UNTIL 1/1/2024

ID	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT BEFORE TAX
10 Print	10 Print livescan device @500 dpi. FBI certified for capturing fingerprints (flat and roll).	1	\$3,500.00	\$3,500.00
Tablet	FBI certified portable handheld Windows 10 tablet and built-in scanner. 1st year warranty covered by hardware manufacturer.	1	\$8,000.00	\$8,000.00
IL Civil	iTouch Accurate-ID livescan software: configured for Illinois and FBI records. This software captures demographics information, photos, and livescan management of the device.	2	\$990.00	\$1,980.00
IL Law	Accurate-ID Software: Configured for Illinois and the FBI. Software captures demographics, charges and mugshots.	2	\$1,980.00	\$3,960.00
Camera	Accurate-ID photo capture software, included: Logitech C920x camera	1	\$500.00	\$500.00
MS821DN	FBI Certified Lexmark MS821dn printer with universal tray along with FBI certified iTouch Biometrics Accurate-ID print client algorithm. 1st year warranty covered by hardware manufacturer.	1	\$2,000.00	\$2,000.00
Desktop	Windows 11 Desktop computer with 22" monitor	1	\$2,000.00	\$2,000.00
Integration	Integration with RMS and/or JMS services.	1	\$1,000.00	\$1,000.00
Local On-Site Install	Onsite Installation and Training	1	\$900.00	\$900.00
Shipping & Handling		1	\$250.00	\$250.00

Quotation prepared by: Jim Studer

NOTES

1st year of maintenance on software and warranty on scanner included.

This is a quotation on the aforementioned goods, subject to the following conditions:
Any or All Applicable Taxes, Non Government Agencies are subject to payment prior to shipment of equipment.

SUBTOTAL BEFORE TAX \$24,090.00
TAX @ RATE
SUBTOTAL + TAX \$24,090.00
ORDER TOTAL \$24,090.00

To accept this quotation, sign here and return: _____

Thank you for choosing iTouch Biometrics

PHONE
312-825-1266

FAX
630-912-2111

itouchbiometrics.com

EMAIL
jstuder@itouchbiometrics.com

REQUEST FOR BOARD ACTION
Public Services & Engineering

AGENDA SECTION: Second Reading - EPS

SUBJECT: Train Station Plowing – Snow Removal Contract

MEETING DATE: November 21, 2023

FROM: George Peluso, Director of Public Services
Rich Roehn, Superintendent of Public Services

Recommended Motion

Accept a proposal from Diaz Group LLC for contracted snow removal and salting of Brush Hill Train Station and Highland Train Station in the amount of \$37,190.

Background

The Village is responsible for snow removal and deicing at the Brush Hill and Highland train station platforms. BNSF requires a spotter to be onsite as the platforms are cleared, which means the Village has to assign two (2) Public Services employees to snow removal at the train platforms. Last year, the Village contracted for these services at the stations, which enabled Public Services staff to focus their resources on keeping the Village's streets clear during the critical rush hour periods especially in longer duration snow events.

Discussion & Recommendation

Village residents expect a high level of service when it comes to snow removal services. In the event of larger or longer duration snow storms, there is concern that snow removal operations on Village streets would be impacted. By contracting the snow removal and salting of the two train stations, this would free up additional drivers to be assigned to street/sidewalk routes. Public Services sought proposals from snow removal companies and received two (2) proposals, which are listed below:

Vendor	Proposal
Diaz Group LLC	\$37,190
Beverly Companies	\$44,720

Public Services staff contacted Diaz Group after the 11/07/23 Board Meeting and requested the blizzard clause, which stipulated blizzard conditions would be billed on a T&M basis, be removed from the contract. Historically, the Village prefers to contract for services on a lump sum basis and not a T&M basis. Diaz Group agreed to remove the language, but increased their contract price by \$7,835. Despite the price increase, Diaz Group was still the lowest proposal by \$7,530. It is Public Service's intent to evaluate the need for this contracted service on an annual basis. Additionally, this contract will act as a contingency should Public Services experience any further unplanned reductions in our current full-time staff. Public Services is currently down one full-time employee and does not anticipate filling the position prior to the start of the winter season.

Diaz Group provided references including East Maine School District 63 in Des Plaines, University of Chicago, and other private commercial properties. Staff contacted references and received positive feedback as to Diaz Group's services and reliability.

Budget Impact

Diaz Group provided the low proposal at \$37,190 for the 23/24 winter season. The contract will be billed in 5 payments of \$7,438. This proposal includes services up to a seasonal snow accumulation of 45". Snow accumulations over 45" will be charged at an hourly rate. Both proposals included additional charges for

snow accumulations over a specific amount. For reference, the average annual snowfall for the Chicagoland area is 35".

This contract will be split between budget years with the first two (2) payments (\$14,876) being charged to the CY2023 Budget and the remaining three (3) payments (\$22,314) to the CY2024 Budget. Included in the Public Services Department CY2023 Budget (4200-7243) was \$26,832 for contracted snow removal at Village train stations. The funds in this account were expended on the 2022/23 contract. There are funds available in the CY2023 Budget to cover the overage. There are funds available in the CY2024 Budget for the remainder of this contract.

It is important to note, that the \$37,190 price must be paid regardless of the amount of snow that falls under 45" (even if there is no snow). This is standard practice for snow removal contracts of this magnitude because the contractor needs to have crews on call 24/7. By entering into an annual contract as opposed to a per snow event structure, the Village ensures the train stations will be a priority for the contractor.

Village Board and/or Committee Action

N/A

Documents Attached

1. Diaz Group LLC – Proposal



11/9/23

Village of Hinsdale
Garrett Hummel
225 Symonds Drive
Hinsdale, Illinois 60521

Re: Metra stations winter services

Dear Garrett,

We are pleased to present this letter as the formal Snow Plowing Services Agreement by and between Diaz Group, LLC, and Illinois limited liability and the company listed above as of the date set forth above. This agreement sets forth the terms and conditions upon which Diaz Group, LLC will provide snow removal operations and de-icing for all hard surfaces in the areas set forth and denoted in the attached map.

Contract Period: 11/27/23 – 4/15/25

Contract Type: Full Service/ 1” trigger

Services Included/Excluded, per the attached map:

- Excluded – Plowing of vehicular areas
- Excluded – Salting of vehicular areas
- Included – Clearing /shoveling of pedestrian areas around the building
- Included – De-icing of pedestrian areas around the building
- Included – Clearing/Shoveling of public sidewalks
- Included – De-icing of public sidewalks

Diaz Group, LLC's Scope of Services

Diaz Group, LLC commits to consistently survey the premises for hazardous conditions due to the accumulation of snow or ice, following recognized industry standards and practices. Upon identifying conditions that necessitate snow or ice management, Diaz Group, LLC will exercise reasonable diligence to perform plowing, shoveling, salting, and/or de-icing as deemed appropriate. When the facility is not in operation, Diaz Group, LLC aims to secure a clean and safe environment before the business reopens, whenever feasible. During daytime snow events, priority will be given to maintaining driveways and clearing pedestrian zones of snow and ice. Diaz Group, LLC reserves the exclusive right to decide that extended or more severe snowfalls, particularly during business hours, may require multiple rounds of plowing, shoveling, salting, and de-icing. In such cases, a follow-up service will be carried out overnight to address any areas that were not adequately maintained during daytime operations. Public sidewalks are not covered by this agreement unless explicitly stated as “Included” above.

747 Church Road, Suite G7, Elmhurst, IL 60126
(773) 725-8644

DIAZGROUPLLC.COM



Invoicing

Seasonal contracts will be invoiced at the beginning of each month. Per Occurrence contracts (as defined below) will be invoiced shortly after each occurrence. All payments are due upon receipt of invoice. Any payments not received by Diaz Group, LLC within thirty (30) days of customer's receipt of any such invoice shall be subject to an annual finance charge of eighteen percent (18%) or one and one half percent (1 ½) per month in addition to any other rights and remedies set forth below in the Additional Terms and Conditions.

Capacity

We advise accepting this proposal no later than October 15, 2023, to secure the allocation of equipment and labor specifically for your location(s). Subsequent to this date, any customer commitments will be considered as offers pending Diaz Group's confirmation of available capacity.

Material or Fuel Surcharge

The pricing calculations for bulk rock salt are based on an index rate of \$100.00 per ton, which includes both freight and sales tax. Should the cost of rock salt rise by more than 15%, a supplemental charge of 5% for salt will be added to all subsequent invoices.

This agreement takes into account a baseline diesel fuel cost of \$5.00 per gallon. If the U.S. Energy Information Administration's Highway Diesel Prices for the Midwest Region (PADD2) indicate a price increase to \$6.00 per gallon or higher at any point during the contract term, a fuel surcharge of 5% will be applied to all future invoices.

Additional Terms and Conditions

The Supplemental Terms and Conditions outlined below, and included as Exhibit A attached to this document, are fully integrated into this agreement by reference. Should any inconsistencies arise between this Agreement and the Supplemental Terms and Conditions, the parties concur that the stipulations of this Agreement will take precedence and govern.

1. Customer warrants and represents to Diaz Group, LLC that customer is either: (a) owner of the work site listed in the agreement, or (b) the customer has authority on behalf of the owner of the work site listed in the agreement to be an agent of such owner and to be the one with whom such owner has authorized or knowingly permitted to enter into this agreement on its behalf and to so legally bind itself to the terms herein.
2. This document constitutes the complete and final agreement between the parties. Any prior dealings between the parties or established trade practices are irrelevant for the interpretation of this agreement. No representations, warranties, commitments, or promises, whether oral, implied, or otherwise, shall be deemed to have been made by either Diaz Group, LLC, its agents, or its salespeople, or the customer, unless explicitly included in this agreement or mutually agreed upon in a written document executed by both parties.



DIAZ GROUP LLC

PROFESSIONAL GROUNDS MANAGEMENT

3. **Liability and Exceptions:** The customer agrees that Diaz Group, LLC is generally not liable for incidental damage to surfaces or site fixtures immediately adjacent to or near work areas, including but not limited to turf, curbs, driveways, speed bumps, sidewalks, and irrigation systems. However, Diaz Group, LLC shall be responsible for damages directly resulting from its own negligent actions. EC
~~The customer agrees to hold harmless and indemnify Diaz Group, LLC against any property damage claims not arising from Diaz Group, LLC's negligence.~~ If the customer is not the property owner, the customer also agrees to indemnify Diaz Group, LLC against any claims made by the property owner, unless such claims arise from Diaz Group, LLC's negligent actions. Diaz Group, LLC is not responsible for damage to residential decorations or underground utilities, unless such damage is caused by its negligence.
The Contractor shall be responsible for and shall restore at its expense all damage to the property of the Client caused by the Contractor in the performance of the Work which damage was not reasonably foreseeable as a consequence of the Contractor's performance of this Agreement. The Client acknowledges that some damage to the property of the Client is reasonably foreseeable as a consequence of the Contractor's performance of this Agreement, which reasonably foreseeable damage includes, but is not limited to, damage to concrete, asphalt, and surface damage to curbs and asphalt due to the clearing of snow and ice. The Contractor shall defend, indemnify and hold harmless the Client, its agents and employees from and against any claim for damages arising from an occurrence of bodily injury or death or the destruction of tangible personal property provided that the damages are caused by the negligence or breach of this Agreement of the Contractor or anyone for whom the Contractor is responsible in law and provided that the Contractor is given notice of the claim by the Client within a reasonable time following the occurrence but in any event within 48 hours of the Client first acquiring knowledge of the circumstances of the claim. The Client and Contractor expressly waive the right to be indemnified by the other from and against any claim for damages except those which arise due to the negligence or breach of this Agreement by either party.
4. **Claim Notification:** The customer must notify Diaz Group, LLC in writing within ⁴⁸~~24~~ hours of any EC claim for which Diaz Group, LLC may be responsible due to services rendered under this agreement. ~~Failure to do so will absolve Diaz Group, LLC of any liability.~~ Diaz Group, LLC reserves the right to conduct its own investigation, including photographs and interviews. The Contractor shall, at its expense for the period of this Agreement, maintain comprehensive general liability, commercial automobile, and statutory Workman's Compensation Insurance. Upon request, the Contractor shall furnish the Client with a copy of the certificate of insurance naming the Village of Hinsdale as additionally insured as evidence of coverages provided.
5. **Severability:** The invalidity or unenforceability of any provision of this agreement does not affect the validity or enforceability of its remaining provisions.
6. **Force Majeure:** Diaz Group, LLC shall not be held responsible for service delays due to factors beyond its control, such as governmental actions or severe weather. Diaz Group, LLC reserves the right to use its preferred vendors for service fulfillment when necessary.
7. **Acknowledgment:** The customer confirms having read this agreement, understanding its provisions, and receiving a complete copy.

240 Church Road, Suite G7, Elmhurst, IL 60126
708.724.2614



8. **Termination:** Either party may terminate this agreement with a minimum of 30 days' written notice. Notices to Diaz Group, LLC must be sent via certified/registered mail to its corporate office.

Diaz Group, LLC
747 Church Rd, Suite G7
Elmhurst, IL 60126

With copy to:
Andrew E Kold, Esq.
Vanek, Larson & Kolb, LLC
200 W Main St.
St Charles, IL 60174

Customer is responsible for payment for all services performed throughout the thirty (30) day cancellation period. An account reconciliation will be made taking into account all services provided to date and the final invoice will be due in full upon receipt.



Seasonal/Monthly Contract Pricing Option

The lump sum price includes: plowing of lots and drives, salting of lots and drives, clearing of private sidewalks, and de-icing of private sidewalks, per the map, for the dates **11/27/23 – 4/15/25**

November	\$ 7,438.00
December	\$ 7,438.00
January	\$ 7,438.00
February	\$ 7,438.00
March	\$ 7,438.00
Annual Price	\$ 37,190.00

3rd Year Option _____ Initial

Year 2 will have a 3% increase from year 1. Year 3 will have a 3% increase from year 2.

Seasonal Cap 45 inches

Any services done after the cap is met or before and/or after contract dates will be done in accordance with our time and material contract pricing below. Initial _____

Conversion Clause

Because snow accumulation does not account for non-snow visits, the basis for the seasonal snow accumulation will also include 1" adjustments added to the cap for every non-snow event service. This includes, but is not limited to: thaw – refreeze, freezing rain, ice storms, sleet, blowing and drifting, trace amounts of snow, flash freezing, etc.

Sincerely,
Enrique Cahue / Business Development Representative
(773) 725-8644, Ext: 2010
enrique.c@diazgroupllc.com

Diaz Group, LLC Signature

Customer Signature

Date

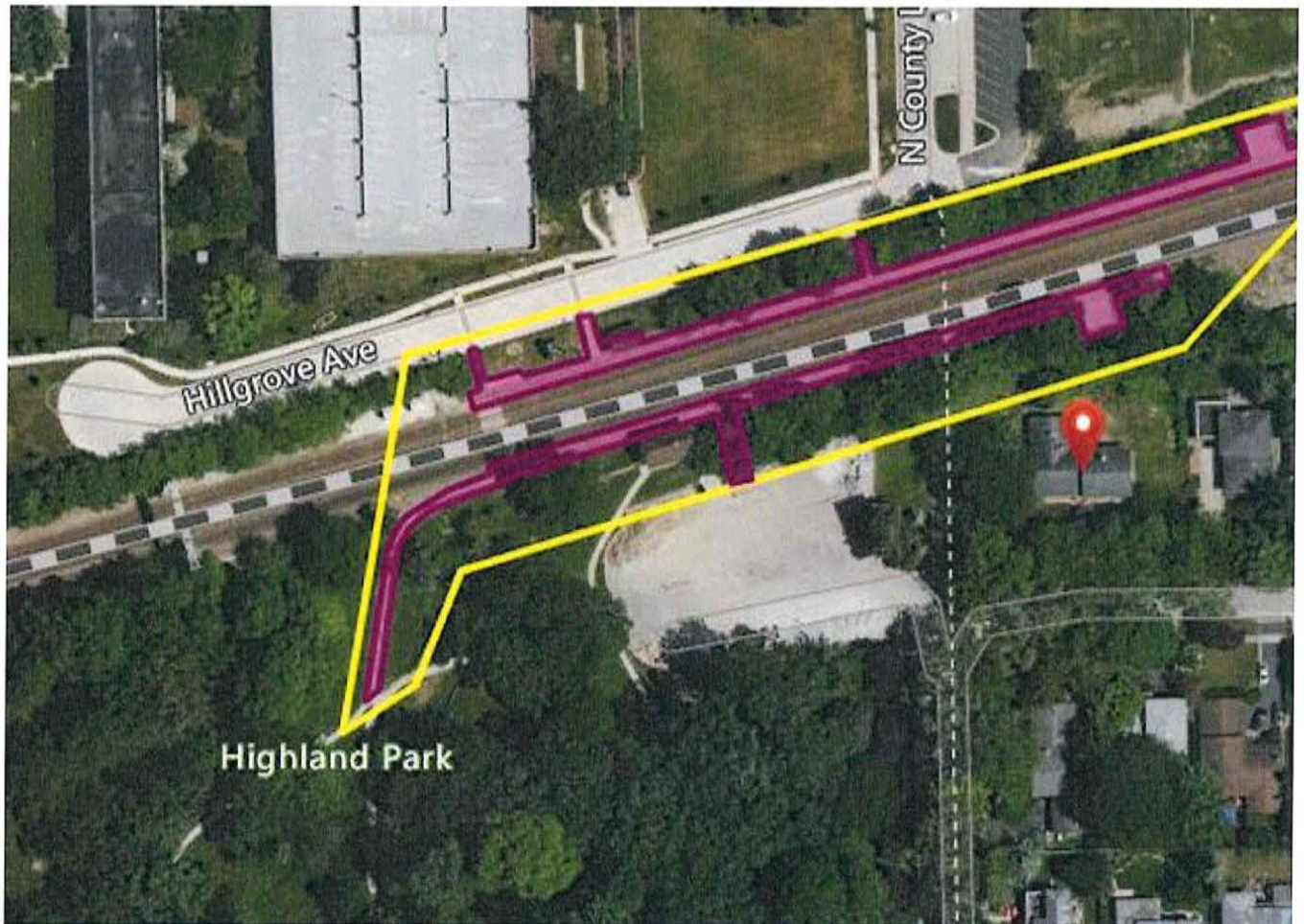
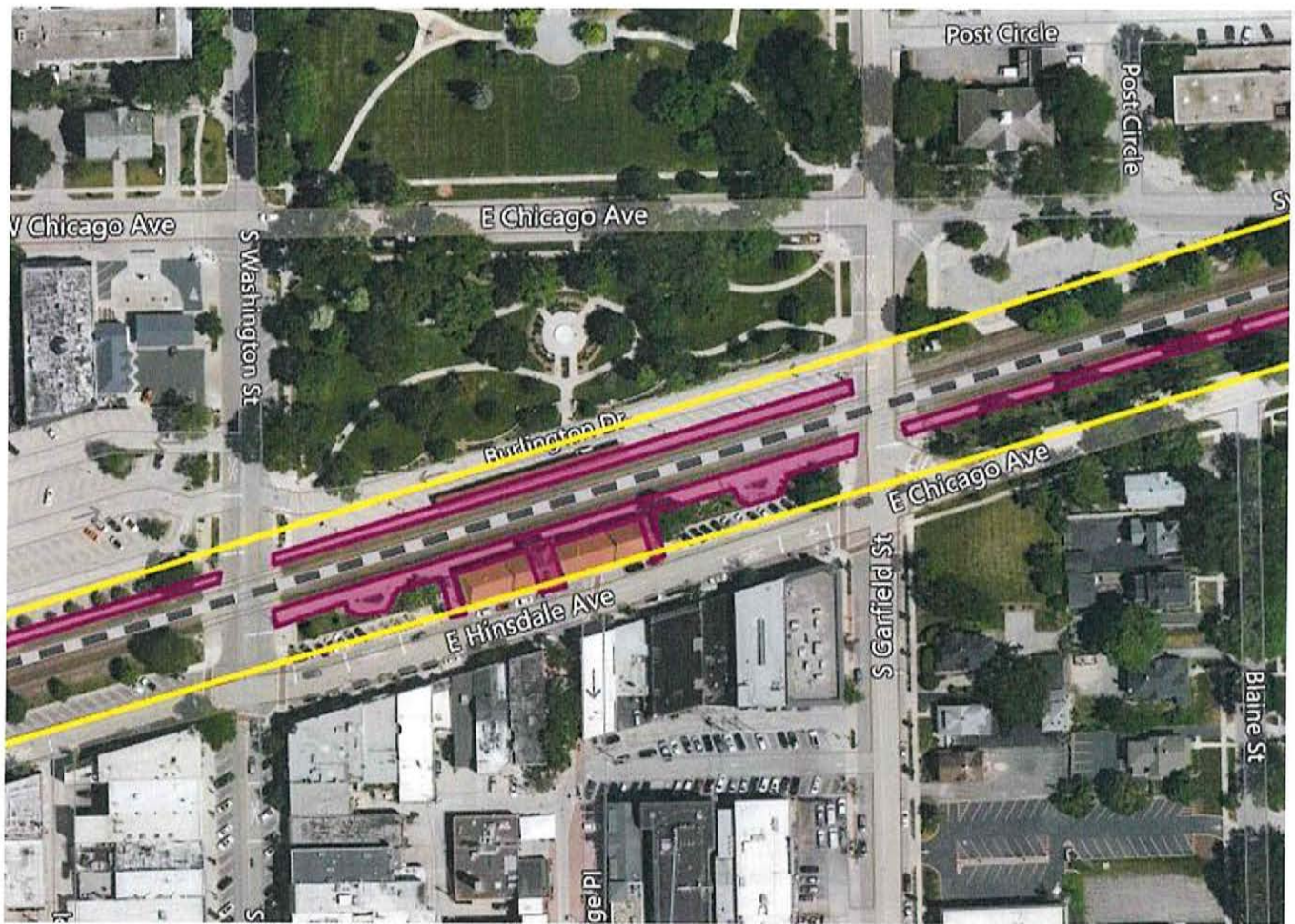
Date

747 Church Road, Suite G7, Elmhurst, IL 60126
(773) 725-8644



Breakdown per site

Address	45" Cap Seasonal	Monthly Payment (Nov to March)
Highland Metra Station	\$13,160.00	\$2,632.00
Hinsdale Station	\$24,030.00	\$4,806.00



REQUEST FOR BOARD ACTION

Community Development

AGENDA SECTION: Second Reading – ZPS

SUBJECT: 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. – Case A-38-2022

MEETING DATE: November 21, 2023

FROM: Bethany Salmon, Village Planner

Recommended Motion

Approve an Ordinance Approving a Tentative and Final Plat of Subdivision – Vine Street Station Planned Development – Holladay Properties Services Midwest, Inc. And Zion Lutheran Church – 125 S. Vine Street and a Portion of 116 S. Grant Street

Approve an Ordinance Amending the Official Zoning Map of the Village of Hinsdale Relative to Property Located at 125 S. Vine Street and a Portion Of 116 S. Grant Street – Holladay Properties Services Midwest, Inc. And Zion Lutheran Church

Approve an Ordinance Approving a Detailed Plan for a Planned Development, Associated Waivers and Variations, Exterior Appearance and Site Plan Approval, and a Sign Permit for The Vine Street Station Planned Development And Lifestyle Housing at 125 S. Vine Street and a Portion of 116 S. Grant Street – Holladay Properties Services Midwest, Inc. and Zion Lutheran Church

Project Overview

Project 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 116 S. Grant Street.

Meeting History: At the public hearing on October 11, 2023, by a vote of eight (8) ayes and zero (0) nays, with one (1) absent, the Plan Commission recommended approval of this project, subject to the following conditions:

1. The applicant shall investigate amendments to the Condominium By-laws to address noise and hours of operation for the proposed outdoor television.
2. The applicant shall investigate if additional stormwater management infrastructure or practices may be used.

At the meeting on November 7, 2023, the Village Board moved this item forward to a Second Reading. The draft ordinance for the Detailed Plan for the Planned Development has been amended to include language on limiting the decibel level of the outdoor television. The applicant has included regulations for the outdoor television in the final draft of the Condominium By-Laws.

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

Required Approvals: Map Amendment, Planned Development Detailed Plan, Exterior Appearance / Site Plan Review, Tentative / Final Plat of Subdivision, Sign Permit Review (Sections 9-106, 11-601, 11-602, 11-603, 11-604, 11-606 of the Zoning Code; Title 11 of the Village Code)

Public Hearing Summary: Refer to the “Meeting History” section for a full summary of the public hearing. Two (2) members of the public spoke at the meeting. Topics discussed included revisions since the Concept Plan approval, concerns over the proposed outdoor television, Fair Housing laws in relation to the age-restricted units, the proposed flag pole, the removal of the required loading space, proposed lighting, future signage for the park spaces, trash pick-up, floodplain and stormwater details, flooding concerns, parking signage issues, and the conversion of Second Street to accommodate two-way traffic.

Revisions following the October 11, 2023 Plan Commission Meeting:

- Outdoor Television – The project attorney provided a memo requesting to insert language in the Condominium By-Laws that would restrict the hours of the outdoor television from 8:00 a.m. to 8:00 p.m. daily and provide a sound restriction, which, depending on the type of television selected and installed, may have either an internal control as to how high the volume may reach or a sound decibel level that the television may not exceed. Language has been added to the By-Laws.
- Stormwater Infrastructure Improvements – The project engineer indicated that it may be possible to add additional stormwater volume in the parkway on Second Street, but it is not likely to create meaningful storage volume. The applicant agreed to continue to further investigate this, but requested that this not be a requirement for approval. The project will be in compliance with all Village and DuPage County Storm Water Ordinances and the amount of impervious surface is decreasing. The applicant is working with the Village on the Second Street water main replacement. Language has been added to the draft ordinance to direct the applicant continue to work with the Village on this future improvement to benefit the development and the surrounding area.
- Vine Street Parking Signs – Based on comments provided by a resident at the public hearing, Village staff evaluated existing parking signs on the west side of the 100 block of South Vine Street. Parking on this side of the street is currently prohibited. Village staff has removed old school zone signs and replaced the parking signs that read “No Parking Any Time” with “No Parking This Side of Street” to make it clearer to visitors that they cannot park at any location on the west side of the street.

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, with waivers to the Village Code and Zoning Code. 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.

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 building is partially located in a floodplain. The project will be required to meet all Village codes and 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. Parking on site exceeds code requirements, providing two (2) spaces per unit with 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 Concept Plan approval, the applicant originally proposed a reduction to the required width of the parking spaces from 9 feet to 8 feet wide and 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 building height, however, a waiver to the Zoning Code has been requested to allow for the existing building height at 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 to the Village's code requirements as part of the Planned Development. Exhibit 5 includes the summary of requested waivers and changes to the list since the Concept Plan approval. A large number of 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 has 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.

Proposed Changes Since the Planned Development Concept Plan – The applicant made the following changes to the plans 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 code requirements for parking space and drive aisle dimensions. There is no change to the overall number of parking 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 2-bedroom units plus a den and eight (8) units were to be 2-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 units.
- Building Elevations - Minor changes include 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 – This document has been provided for review.

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 Christopher Walsh, the project architect, were present at the meeting and provided an overview of the application. There was a discussion over the loading requirements as well as the age-restricted unit regulations proposed to be in compliance with the Fair Housing Act. The Condo Declarations include 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 allowed as an age-restricted exemption under the Fair Housing Act. Two (2) units would not be age-restricted. Trustees asked if it was possible to make those units owner occupied. The attorney for the project was not present at the meeting and the applicant stated that they would look into this.

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 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.

Plan Commission – Public Hearing – On October 11, 2023, the project was reviewed at a public hearing at Plan Commission. Drew Mitchell, representing Holladay Properties Services Midwest, Inc., provided a presentation to the Plan Commission on the proposed development. Christopher Walsh, the architect for the project representing Tandem, Inc., and Lauren Kavanaugh, the project attorney representing LK Law,

LLC, were present and assisted with the presentation. Other members of the project team and a representative of Zion Lutheran Church were in attendance in the audience.

Topics discussed during the public hearing included proposed changes to the plans since the Concept Plan approval, Fair Housing laws and the age-restricted limits in the Condominium By-laws, the proposed height of the flagpole with possible lighting and noise concerns, the removal of the required loading space on site, the moving in process for future residents, details on the interior layout and design of the building, demand and interest in units, proposed lighting on the building, future signage for the park spaces, trash pick-up, floodplain and stormwater details, flooding concerns, and various relief requested to the bulk regulations in the Zoning and Village Code.

Of note, there were several discussions over the outdoor television proposed in the private courtyard south of the building. Commissioners stated concerns over noise and the hours of operation, which could negatively impact adjacent residents in the area, as well as safety issues due to the possible distraction to people driving vehicles on Second Street. There was a discussion over possible solutions without removing the outdoor TV. Mr. Mitchell noted the importance of including an outdoor TV in the development as this area would serve as an outdoor living room to future residents and help create a community space. Mr. Mitchell stated they would look into design options and adding language into the by-laws that would mitigate negative impacts to neighboring properties or safety concerns.

Commissioners noted support for the project, commenting they appreciated the historic preservation component and repurposing of the building, they liked the design of the building and site, and thought there was a need for this type of housing in the community for residents looking to down-size.

Two (2) members of the public spoke at the public hearing and expressed overall support for the project. Concerns discussed included stormwater runoff, the floodplain, past flooding, the outdoor TV, and parking. One resident noted that flooding frequently occurred in the past on Vine Street and Second Street. Flooding has gotten better over time, but they stated they do not want the development to make flooding worse. The applicant noted that they are decreasing impervious surface area and will meet all DuPage County and Village code requirements. Commissioners asked the applicant to look into other methods to increase stormwater volume as part of the project to prevent flooding, such as installing a bioswale in the parkway on Second Street where non-compliant parking spaces are to be removed.

Residents discussed existing parking issues from businesses on the east side of Vine Street and stated they did not want this development to exacerbate parking issues. A resident stated that cars regularly park on the west side of Vine Street, which is not allowed. It was requested that the Village look into replacing the existing "No Parking Any Time" signs with "No Parking This Side of Street" signs to make it clearer to visitors that they cannot park anywhere on the west side of the street. It was also requested that the Village look into adding more signage, investigate if Second Street can be converted into two-way traffic, and how construction will be staged at the site.

There was a discussion over the conversion of Second Street from one-way to two-way traffic. A resident noted that keeping the street one-way could impact traffic on Vine Street. The Village Board had previously determined during the discussions for the Planned Development Concept Plan that Second Street would remain one-way. One resident also noted that he did not have access to the packet materials prior to the meeting and was informed that the materials are located on the Village's website for review.

By a vote of eight (8) ayes and zero (0) nays, with one (1) absent, the Plan Commission recommended approval of this project, subject to the following conditions:

1. The applicant shall investigate amendments to the Condominium By-laws to address noise and hours of operation for the proposed outdoor television.
2. The applicant shall investigate if additional stormwater management infrastructure or practices may be used.

In addition, the Plan Commission also recommended that the Village Board evaluate changes to parking signs on adjacent streets in the neighborhood and consider converting Second Street from a one-way street to a two-way street.

Based upon the evidence presented at the public hearing, and pursuant to Section 11-603(D)(3)(e) of the Hinsdale Zoning Code, the Plan Commission found the following Findings as to the application requesting Planned Development Concept Plan approval:

1. The Detailed Plan is in substantial conformity with the previously approved Concept Plan. Any changes to the plans were considered warranted. The Plan Commission found this standard to have been met;
2. The Detailed Plan complies with all conditions imposed in Ordinance No. O2022-22 approving the Concept Plan. The Plan Commission found all conditions set forth in the Ordinance approving the Concept Plan have been met; and
3. The Detailed Plan complies with the provisions of the Hinsdale Zoning Code, and all other applicable federal, State and Village codes, ordinances and regulations, with the exception of the requested associated waivers to the Zoning Code and Village Code. The Plan Commission found this standard to have been met.

Village Board and/or Committee Action

The project was reviewed at a First Reading at the Village Board meeting on November 7, 2023. Drew Mitchell, representing Holladay Properties Services Midwest, Inc., and Christopher Walsh, the project architect, provided a brief overview. Other members of the project team and a representative of Zion Lutheran Church were in attendance in the audience. No members of the public spoke at the meeting.

There was a discussion over the proposed outdoor television. Trustee Stifflear recommended that the Village investigate language on limiting the decibel level at the property line.

There was a discussion over the proposed waiver to allow for a taller flag pole. Trustees asked the applicant to consider a noise dampening device as there have been other cases involving noise complaints from neighbors.

Trustee Byrnes asked if the applicant will offer the option to combine units. Mr. Mitchell stated that they have not fully contemplated this yet, as they would like to get through the approval process first, but are not opposed to allowing it as it would reduce density and any traffic impacts. The applicant then discussed the challenges of combining units, but it would be looked at further at a later date. Trustees expressed that they were not opposed to combining units. Mr. Mitchell confirmed that the Condominium By-Laws include restrictions that do not allow rentals less than a year and storage on balconies.

Trustee Banke commented that the Village has run into issues with previous projects adjacent to residential properties where the landscaping plantings have not matched the approved plans or landscaping has changed over time. He recommended that the final landscaping be sensitive to neighbors and ensure there is a buffer area between properties. The applicant noted that he will work with neighbors and will mitigate any future disputes from occurring.

It was also discussed that the conversation of Second Street into a two-way street could be looked at separately from the project in the future. The parking issues noted on Vine Street were also being handled separately by staff. Additional stormwater volume was determined to not be necessary at this point in time as the applicant will meet all codes and addition impervious surface was not being added as part of this project.

The Village Board moved this item forward to a Second Reading.

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.

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), 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), the Board 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), the Board 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 and upon the applicant's compliance with all provisions of the Zoning 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, all approvals of the Planned Development and 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. Following a referral by the Village Board, 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. The Map Amendment shall be reviewed in accordance with the Standards set forth in Section 11-601(E).

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.

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.

Attachments

1. Ordinance Approving a Tentative and Final Plat of Subdivision – Vine Street Station Planned Development – Holladay Properties Services Midwest, Inc. And Zion Lutheran Church – 125 S. Vine Street and a Portion of 116 S. Grant Street
 - Exhibit A – Approved Tentative and Final Plat of Subdivision
 - Exhibit B – Findings and Recommendation for Plan Commission Case No. A-38-2022
2. Ordinance Amending the Official Zoning Map of the Village of Hinsdale Relative to Property Located at 125 S. Vine Street and a Portion Of 116 S. Grant Street – Holladay Properties Services Midwest, Inc. And Zion Lutheran Church
 - Exhibit A – Legal Description of Property Being Rezoned
 - Exhibit B – Findings of Fact and Recommendation of the Plan Commission

3. Ordinance Approving a Detailed Plan for a Planned Development, Associated Waivers and Variations, Exterior Appearance and Site Plan Approval, and a Sign Permit for The Vine Street Station Planned Development And Lifestyle Housing at 125 S. Vine Street and a Portion of 116 S. Grant Street – Holladay Properties Services Midwest, Inc. and Zion Lutheran Church
 - Exhibit A – Legal Description of the Property
 - Exhibit B – Findings and Recommendation for Plan Commission Case No. A-38-2022
 - Exhibit C – Approved Detailed Plan with Table of Compliance Detailing the Waivers and Variations, Exterior Appearance, and Site Plan, Sign Information, and Other Related Documents

Previous Attachments

The following related materials for this case were provided for the Board of Trustees on November 7, 2023 and are available on the Village website at the following link:

<https://cms4files.revize.com/hinsdaleil/VBOT%2023%2011%2007%20Packet%20FINAL.pdf>

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
8. Draft Ordinances
9. Draft Plan Commission Findings and Recommendations

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A TENTATIVE AND FINAL PLAT OF SUBDIVISION –
VINE STREET STATION PLANNED DEVELOPMENT – HOLLADAY PROPERTIES
SERVICES MIDWEST, INC. AND ZION LUTHERAN CHURCH – 125 S. VINE STREET
AND A PORTION OF 116 S. GRANT STREET**

WHEREAS, Holladay Properties Services Midwest, Inc. and Zion Lutheran Church were previously, in Ordinance No. O2022-22, given approval for a Planned Development Concept Plan and Special Use Permits for a Planned Development and Lifestyle Housing for Vine Street Station (the “Planned Development”), and in Ordinance No. O2022-23, given approval for a Major Adjustment to the Zion Lutheran Church Planned Development to remove 0.61-acres from the existing 1.96-acre Planned Development currently 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 (collectively, the “Property”); and

WHEREAS, Holladay Properties Services Midwest, Inc. (the “Developer”) has sought and received approval for Detailed Plans for the construction of the Planned Development, which will consist 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; and

WHEREAS, the Detailed Plans for the Planned Development having been approved, the Developer now seeks approval for the resubdivision of the Property in a manner that will allow development of the Planned Development, as shown on the Tentative and Final Plats of Subdivision attached hereto and made a part hereof as **Exhibit A** (together, the “Plats of Subdivision”) and

WHEREAS, the Village of Hinsdale Plan Commission has considered all of the matters related to the Developer’s requests as part of its review of the Detailed Plans for the Planned Development, including the Plats of Subdivision, and has recommended approval by the Board of Trustees of the Detailed Plans and accompanying documents, including the Plats of Subdivision, by a vote of eight (8) in favor and zero (0) opposed, all as set forth in the Plan Commission’s Findings and Recommendation for Plan Commission Case No. A-38-2022 (“Findings and Recommendation”), a copy of which is attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale, having reviewed the Plats of Subdivision for the Property and having found it to be in conformity with the subdivision and other ordinances of the Village, find that approval of the Plats of Subdivision will be in the best interests of the Village of Hinsdale.

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

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

SECTION 2: Findings. The President and Board of Trustees, after considering the Findings and Recommendation of the Plan Commission, and other matters properly before it, adopts and incorporates the Findings and Recommendation of the Plan Commission, a copy of which is attached hereto as **Exhibit B** and made a part hereof, as the findings of this President and the Board of Trustees, as completely as if fully recited herein at length.

SECTION 3: Plat of Subdivision Approval. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Section 11-1-8 and 11-1-16 of the Village Code of the Village of Hinsdale, approves and accepts the Tentative and Final Plats of Subdivision attached to, and by this reference, incorporated into this Ordinance as **Exhibit A**. In accordance with Section 11-603(D)(3) of the Zoning Code, when a subdivision of land subject to the Hinsdale Subdivision Ordinance is proposed in connection with a Planned Development, review of the Tentative Plat of the proposed subdivision shall be carried out simultaneously with review of the Detailed Plan. The proposed Tentative and Final Plats of Subdivision are in compliance with the Subdivision Regulations outlined in Title 11 of the Village Code.

SECTION 4: Execution. The Village President and Village Clerk, or their designees, are hereby authorized to execute the approved Final Plat of Subdivision as provided by State law and the Village Code of Hinsdale; provided, however, that they shall not do so until after the Final Plans for the Planned Development have been submitted and reviewed against the Plat for final conformance with the approved Detailed Plans, and the approved Plat has been executed by all other required parties (other than County officials), and all other administrative details relating to the Plat have been completed.

SECTION 5: Recording. A certified copy of this Ordinance and the fully executed original of the attached Final Plat of Subdivision shall be submitted, at the Developer's cost and expense, to DuPage County for filing and recordation as required by State law.

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

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

Thomas K. Cauley, Jr., Village President

ATTEST:

Emily Tompkins, Village Clerk

EXHIBIT A

APPROVED TENTATIVE AND FINAL PLATS OF SUBDIVISION

(ATTACHED)

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

[illegible]

P.U.E. PUBLIC UTILITY EASEMENT
P.U. & D.E. PUBLIC UTILITY & DRAINAGE EASEMENT
B.S.L. BUILDING SETBACK LINE
A ARC LENGTH
CB CHORD BEARING
BLDG. BUILDING
BLDG. CHAIN LINK FENCE
WDF WOOD FENCE
WFG FIBERGLASS FENCE
WFE WROUGHT IRON FENCE
ALUMINUM FENCE
FIP OR SIP FOUND OR SET IRON PIPE
FIR OR SFR FOUND OR SET IRON ROD
FCN OR SCN FOUND OR SET CROSS NOTCH
FPR OR SPR FOUND OR SET MAGNETIC P/N 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 PARENT/HESS ABSTRACTED REC ARE RECORDED DOCUMENT DIMENSIONS AND/OR BEARINGS.

CLIENT: CIVWORKS CONSULTING, LLC

3543 N NEW AVE CHICAGO, IL 60634
PHONE: 1(312)637-9570

PHONE: 1(312)637-9570

REGIONAL
LAND SERVICES
9512 FOWLER ROAD
ROCKFELLER, ILLINOIS 61068

CHOCHELLIE ILLINOIS €10€8

CHOCHELLIE ILLINOIS €10€8

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



EXHIBIT B

**FINDINGS AND RECOMMENDATION FOR
PLAN COMMISSION CASE NO. A-38-2022**

(ATTACHED)

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

APPLICATION: 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

PROPERTY: 125 S. Vine Street – Former private school building (PINs: 09-12-110-006; 09-12-110-007); 204 S. Grant Street – Membership organization building / church with child day care and preschool (PINs: 09-12-111-010; 09-12-111-011; 09-12-111-012; 09-12-111-017); 116 S. Grant Street – Single-family home / Pastor’s residence (PINs: 09-12-110-014; 09-12-110-015)

APPLICANT: Holladay Properties Services Midwest, Inc. and Zion Lutheran Church

REQUEST: Planned Development Detailed Plan and associated waivers to the Zoning Code and Village Code, Exterior Appearance and Site Plan Review, Map Amendment, Tentative and Final Plat of Subdivision, and Sign Permit Review Text Amendment, Planned Development Concept Plan, Special Use Permit, and Major Adjustment to the Zion Lutheran Church Planned Development

PLAN COMMISSION (PC) REVIEW: October 11, 2023

BOARD OF TRUSTEES 1ST READING: November 7, 2023

SUMMARY OF REQUEST: The Village of Hinsdale received an application from Holladay Properties Services Midwest, Inc. requesting 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, a proposed planned development 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.

The Detailed Plan approval includes certain waivers and variations from the Village of Hinsdale Zoning Code (the “Zoning Ordinance”) and the Village Code (the “Village Code of Hinsdale”) relative to the Planned Development. The various waivers and variations (“Waivers and Variations”) sought by applicant are attached hereto as **Exhibit 1** and made a part hereof.

Office buildings in the O-1 Specialty Office District are located to the north and to the east of the property. Single-family detached homes in the R-4 Single Family Residential District are located to the south, east, and west of the subject property. Zion Lutheran Church is located to the south across Second Street in the IB Institutional Buildings District.

BACKGROUND: On August 16, 2022, the Village Board approved the following ordinances related to this project:

1. 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.

2. Ordinance No. O2022-22 – An Ordinance approving 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
3. 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.

PUBLIC HEARING SUMMARY: A public hearing for the submitted applications was held on Wednesday, October 11, 2023, in Memorial Hall, in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois, pursuant to a notice published in *The Hinsdalean* September 14, 2023. A copy of the published notice is attached hereto as Exhibit 2 and made a part hereof. Mailed notice was sent to nearby property owners and a sign was posted by the applicant, as required by the Village's Zoning Ordinance ("Zoning Code"). In addition, the Village publicized the public hearing on its website.

At the duly and properly noticed public hearing, Drew Mitchell, representing Holladay Properties Services Midwest, Inc., provided a presentation to the Plan Commission on the proposed development. Christopher Walsh, the architect for the project representing Tandem, Inc., and Lauren Kavanaugh, the project attorney representing LK Law, LLC, were also present and assisted with the presentation. Mr. Walsh described the changes to the proposed plans since the prior approvals were granted in August 2022. Ms. Kavanaugh provided an overview of the Condominium Association Bylaws and Covenants, which includes age-restricted provisions requiring 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 to be compliant with the Fair Housing Act. Other members of the project team and a representative of Zion Lutheran Church were in attendance in the audience.

Chairman Cashman noted that the Plan Commission and Village Board shall consider whether the Planned Development Detailed Plan is in substantial conformity with the approved Concept Plan in accordance with the regulations of Section 11-603(D) 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.

Following the presentation, the Plan Commission members asked the applicant questions and provided feedback on the project. The applicant responded to the questions by the Plan Commission members. Topics discussed during the public hearing included proposed changes to the plans since the Concept Plan approval, Federal Fair Housing Act laws and the age-restricted limits proposed in the Condominium By-laws, the proposed height of the flagpole with possible lighting and noise concerns, the removal of the required loading space on site, the moving in process for future residents, details on the interior layout and design of the building, demand and interest in units, proposed lighting on the building, future signage for the park spaces, trash pick-up, floodplain and stormwater details, flooding concerns, and various relief requested to the bulk regulations in the Zoning and Village Code.

Of note, there were several discussions over the outdoor television proposed in the private courtyard to the south of the building. Commissioners noted concerns over noise and the hours of operation, which could negatively impact adjacent residents in the area, as well as safety issues due to the possible distraction to people driving vehicles on Second Street. There was a discussion over possible solutions without removing the outdoor TV. Mr. Mitchell noted the importance of including an outdoor TV in the development as this area would serve as an outdoor living room to future residents and help create a community space. Mr. Mitchell stated they would look into design options and adding language into the by-laws that would mitigate negative impacts to neighboring properties or safety concerns.

Commissioners noted support for the project, commenting they appreciated historic preservation and repurposing of the building, liked the design of the building and site, and thought there was a need for this type of housing in the community for residents looking to down-size.

Testimony was taken and heard by the Plan Commission on application requests. All persons testifying during the public hearing were sworn in prior to giving testimony. All persons wishing to be heard were given the opportunity to provide testimony on their own behalf.

Two (2) members of the public spoke at the public hearing. Members of the public expressed overall support for the project, but discussed potential concerns over stormwater, the floodplain, past flooding, the outdoor TV, and parking. One resident noted that flooding frequently occurred in the past on Vine Street and Second Street. Although flooding has gotten better over time, they do not want the development to make flooding in the area worse. There was a discussion over past flooding and stormwater. The applicant noted that they are decreasing impervious surface area as part of the project and will meet all DuPage County and Village code requirements. Commissioners noted that the applicant could look into other methods to increase stormwater volume as part of the project to prevent flooding.

Residents also brought up existing parking issues in the area from the businesses currently located on the east side of Vine Street. They did not want this development to exacerbate parking issues. A resident stated that people visiting the businesses on the east side of Vine Street regularly park on the west side of Vine Street, which is not allowed. The resident asked if the Village could look into replacing the existing No Parking Any Time signs to "No Parking This Side of Street". The hope is that this language will make it clearer to visitors that they cannot park anywhere on the west side of the street. It was also requested that the Village look into adding more "No Parking" signs on the west side of Vine Street, investigate if Second Street can be converted into two-way traffic, and how construction will be staged at the site.

There was a discussion over the conversion of Second Street from one-way to two-way traffic. A resident noted that keeping the street one-way could impact traffic negatively on Vine Street. The Village Board had previously determined during the discussions for the Planned Development Concept Plan that Second Street would remain one-way.

One resident also noted that he did not have access to the packet materials prior to the meeting and was informed that the materials are located on the Village's website for review.

There being no further questions or members of the public wishing to speak on the application, the public hearing was closed.

A transcript of the public hearing is attached hereto as **Exhibit 3** and made a part hereof.

MOTIONS AND RECOMMENDATIONS: Following the close of the public hearing on October 11, 2023, a motion was made by Commissioner Willobee, seconded by Commissioner Curry, to recommend approval of a Planned Development Detailed Plan with associated waivers to the Zoning Code and Village Code, 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, for Case A-38-2022, subject to the following conditions:

1. The applicant shall investigate amendments to the Condominium By-laws to address noise and hours of operation for the proposed outdoor television.
2. The applicant shall investigate if additional stormwater management infrastructure or practices may be used.

In addition, the Plan Commission recommended that the Village Board evaluate changes to parking signs on adjacent streets in the neighborhood and consider converting Second Street from a one-way street to a two-way street.

The motion carried by the roll call vote of eight (8) ayes and zero (0) nays, with one (1) absent, as follows:

AYES: Commissioners Haarlow, Curry, Krillenberger, Jablonski, Crnovich, Willobee, Fiascone, and Chairman Cashman

NAYS: None

ABSTAIN: None

ABSENT: Commissioner Moore

FINDINGS ON THE PROPOSED PLANNED DEVELOPMENT DETAILED PLAN: The Plan Commission, based upon the evidence presented at the public hearing, and pursuant to Section 11-603(D)(3)(e) of the Hinsdale Zoning Code, makes the following Findings as to the application requesting Planned Development Concept Plan approval:

1. The Detailed Plan is in substantial conformity with the previously approved Concept Plan. Any changes to the plans were considered warranted. The Plan Commission found this standard to have been met;

2. The Detailed Plan complies with all conditions imposed in Ordinance No. O2022-22 approving the Concept Plan. The Plan Commission found all conditions set forth in the Ordinance approving the Concept Plan have been met; and
3. The Detailed Plan complies with the provisions of the Hinsdale Zoning Code, and all other applicable federal, State and Village codes, ordinances and regulations, with the exception of the requested associated waivers to the Zoning Code and Village Code. The Plan Commission found this standard to have been met.

The Plan Commission found the Standards for a Special Use Permit for a Planned Development and Lifestyle Housing set forth in Section 11-602(E)(1) of the Zoning Code, the specific objectives sought to be accomplished through the Planned Development process set forth in Section 11-603(B) of the Zoning Code, the Additional Standards for Planned Developments set forth in Section 11-603(E)(2) of the Zoning Code, and the Standards for lifestyle housing set forth in Section 11-603(M) to be met in the Findings incorporated in Ordinance No. O2022-22, the Planned Development Concept Plan and Special Use Permits for a Planned Development and Lifestyle Housing for Vine Street Station, and various waivers to the Zoning Code and Village Code, approved by Village Board of Trustees on August 16, 2022.

FINDINGS ON WAIVERS/VARIATIONS TO REGULATIONS: The list of Waivers and Variations sought by the Applicant is attached hereto as Exhibit 1 and made a part hereof. The Plan Commission, based upon the evidence presented at the public hearing, and pursuant to Section 11-603(H) of the Zoning Code, makes the following Findings as to the Waivers and Variations to regulations sought as part of the Planned Development:

1. The Waivers and Variations will achieve the purposes for which Planned Developments may be approved pursuant to the Hinsdale Zoning Code and Village Code. The Planned Development has been the subject of an extensive review and approval process. The majority of the requested Waivers and Variations are a result of existing conditions, such as building setbacks, and due to the repurposing of an existing building. Detailed findings relative to the Planned Development are set forth in the Plan Commission findings and recommendations in Ordinance No. O2022-22, approved by Village Board of Trustees on August 16, 2022. This standard has been met;
2. The Waivers and Variations will not violate the general purposes, goals, and objectives of the Zoning Code, Village Code, or Comprehensive Plan. The Planned Development has been the subject of an extensive review and approval process. The majority of the requested Waivers and Variations are a result of existing conditions, such as building setbacks, and due to the repurposing of an existing building. Detailed findings relative to the Planned Development and its consistency with the purposes, goals, and objectives of the Zoning Code are set forth in the Plan Commission findings and recommendations in Ordinance No. O2022-22, approved by Village Board of Trustees on August 16, 2022. This standard has been met; and
3. The Waivers and Variations will result in a development providing compensating amenities to the Village. The Waivers and Variations shall facilitate the proposed development and the amenities provided to the Village by the Planned Development. The proposed Planned Development includes various open space amenities, including a corner pocket park to be privately owned and maintained, but accessible to the public. Improvements to the Village right-of-way are also proposed.

FINDINGS ON THE PROPOSED TENTATIVE AND FINAL PLAT OF SUBDIVISION: In accordance with Section 11-603(D)(3) of the Zoning Code, when a subdivision of land subject to the Hinsdale Subdivision Ordinance is proposed in connection with a Planned Development, review of the Tentative Plat of the proposed subdivision shall be carried out simultaneously with review of the Detailed Plan. The proposed Tentative and Final Plat of Subdivision shall be in compliance with the Subdivision Regulations outlined in Title 11 of the Village Code.

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.

FINDINGS ON THE PROPOSED MAP AMENDMENT: The Plan Commission, based upon the evidence presented at the public hearing, and pursuant to Section 11-601(E) of the Hinsdale Zoning Code, made the following Findings as to the Proposed Map Amendment:

STANDARDS FOR APPROVING MAP AMENDMENT: Section 11-601(E) of the Zoning Code provides that the wisdom of amending the zoning map or the text of the Zoning Code is a matter committed to the sound legislative discretion of the board of trustees and is not dictated by any set standard. However, in determining whether a proposed amendment should be granted or denied the board of trustees should be guided by the principle that its power to amend this code is not an arbitrary one but one that may be exercised only when the public good demands or requires the amendment to be made. In considering whether that principle is satisfied in any particular case, the Board of Trustees should weigh, among other factors, certain factors:

1. The consistency of the proposed amendment with the purposes of this code.
2. The existing uses and zoning classifications for properties in the vicinity of the subject property.
3. The trend of development in the vicinity of the subject property, including changes, if any, in such trend since the subject property was placed in its present zoning classification.
4. The extent, if any, to which the value of the subject property is diminished by the existing zoning classification applicable to it.
5. The extent to which any such diminution in value is offset by an increase in the public health, safety, and welfare.
6. The extent, if any, to which the use and enjoyment of adjacent properties would be affected by the proposed amendment.
7. The extent, if any, to which the value of adjacent properties would be affected by the proposed amendment.
8. The extent, if any, to which the future orderly development of adjacent properties would be affected by the proposed amendment.
9. The suitability of the subject property for uses permitted or permissible under its present zoning classification.
10. The availability of adequate ingress to and egress from the subject property and the extent to which traffic conditions in the immediate vicinity of the subject property would be affected by the proposed amendment.
11. The availability of adequate utilities and essential public services to the subject property to accommodate the uses permitted or permissible under its present zoning classification.
12. The length of time, if any, that the subject property has been vacant, considered in the context of the pace of development in the vicinity of the subject property.
13. The community need for the proposed amendment and for the uses and development it would allow.

MAP AMENDMENT FINDINGS: The Plan Commission found that a Map Amendment to allow for the rezoning of the 0.61-acres from the IB Institutional Buildings District to the O-1 Specialty Office Zoning District is generally consistent with the purposes of the Zoning Code. The proposed Map Amendment is consistent with the existing uses and zoning classifications for the properties in the vicinity and the property will be suitable for the proposed twelve (12) age-restricted lifestyle housing units upon rezoning to the O-1 District under the proposed Planned Development.

On August 16, 2022, the Village Board, in Ordinance No. O2022-21, allowed for 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. The proposed Map Amendment would allow for lifestyle housing to be approved as part of a Planned Development and a Special Use in the O-1 District.

The proposed development will provide high-quality condominium dwellings near the downtown, allow for increased housing options for older population which are in limited supply in the Village, and allow for the adaptive reuse of a historic former private school building for Zion Lutheran Church into twelve (12) lifestyle housing units that are compatible with the existing transitional nature of the area that includes a membership organization building and day care, office buildings, and single-family homes in the O-1, IB, and R-4 Districts.

The proposed use of lifestyle housing is intended to provide high quality townhouse and condominium housing that is attractive to existing Hinsdale residents who seek housing that requires less maintenance than single-family detached houses; residents who wish to remain in the village, close to neighbors, friends, and familiar institutions, near downtown shopping and amenities, and close to the transportation center of the village. Lifestyle housing may be appropriate on property near downtown Hinsdale and on property of a transitional nature between the downtown retail environment and nearby single-family residential areas.

The proposed project fits within the trend of development in the vicinity of the subject property. The existing historic building fits within the context of the surrounding neighborhood and the massing, scale, and overall building envelope will be unchanged. The proposed Map Amendment will not diminish the public health, safety, and welfare of the area and will enhance the value, enjoyment, and the use of adjacent properties. The former private school building has been vacant for several years. The current property owner, Zion Lutheran Church, has been unable to find other educational uses or alternative uses to occupy the building. With the proposed approval, the building would be converted into a new use with residential units that contributes to Village property taxes. The proposed Map Amendment will not negatively impact the future development of adjacent properties and will benefit the community by re-developing a site that has been vacant and underused for years.

The proposed development will provide adequate ingress and egress into the site. Access into the site and lower level parking garage will be provided from a driveway off of Second Street. The proposed configuration will create no negative impacts on vehicular traffic patterns. The submitted traffic study found that 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. The Plan Commission asked the Village Board to consider converting Second Street into two-way traffic.

The utilities and essential public services currently available at the site are adequate to accommodate the use. The amendment will not further tax public utilities and facilities in the area. The proposed development will entail improvements to the Vine Street and Second Street right-of-ways. Seven (7) non-complaint angled parking spaces in the Village parkway on Second Street will be removed to bring this area into compliance, and new curb, grass, and two (2) parkway trees will be installed. 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.

FINDINGS ON THE EXTERIOR APPEARANCE AND SITE PLAN REVIEW: In recommending approval of the Exterior Appearance and Site Plan, 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.

With the exception of the requested Waivers and Variations, the proposed plans meet the standards of the Zoning Code and Village Code. The flexibility and use of land permitted by the Planned Development process will allow for the adaptive reuse and conversion of an existing vacant former historic school building into lifestyle housing condominium units and a development targeted at empty-nesters within the Village in a manner that would not be possible through strict application of the Village's standard zoning regulations. The project largely meets the bulk, yard, and space standards for lifestyle housing set forth in set forth in Section 11-603(M)(6), with the exception of building height, which is an existing non-conforming condition and is not increasing under the proposed project. The requested Waivers and Variations require relief from the Village Code and Zoning Code bulk regulations for the O-1 District, fencing, off-street parking, and loading. The project requires zoning relief for various bulk requirements, largely due to existing conditions such as building setbacks.

The proposed site plan will not destroy, damage, detrimentally modify, or interfere with the enjoyment of significant natural, topographical, or physical features of the site or of surrounding property. The proposed site plan does not otherwise adversely affect the public health, safety, or general welfare. The site design, preservation of the existing historic components of the building and proposed architectural details, and the existing building massing and scale, were considered visually attractive and compatible with the surrounding land uses.

The project would benefit the community as a whole by providing additional residential units in the Village in a form that will be attractive to older people looking to downsize from larger single-family homes and live near the downtown area.

The proposed site plan does not create undue traffic congestion or hazards in the public streets, and the circulation elements of the proposed site plan do not unreasonably create hazards to safety on or off site or disjointed, inefficient pedestrian or vehicular circulation paths on or off site. A traffic study by KLOA, Inc. included findings that determined that the condominium 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. The Plan Commission recommended that the Village Board reconsider the conversation of Second Street from one-way to two-way traffic. The proposed development meets parking requirements and additional overflow parking for guests could be accommodated in Zion Lutheran Church's parking lot to the south on Second Street.

The proposed plans provides ample site landscaping, adequate shielding from or for nearby uses, and open space. The proposed site plan improves an existing vacant building and will include new pervious surfaces, landscaping, and the conversion of non-conforming parking on Second Street into a new landscaped parkway with street trees. Open space is provided through three (3) separate outdoor park and amenity spaces with a combined area of 0.26-acres, all of which will be privately owned and maintained by a future homeowner's association. One of the park spaces will be accessible to the public and will provide a benefit to the Village and surrounding neighborhood. The applicant is providing adequate public open space pursuant to the Village's Subdivision Ordinance, to meet the requirements listed in Section 11-1-12(G) of the Village Code.

The proposed site plan does not create unreasonable drainage or erosion problems or fail to fully and satisfactorily integrate the site into the overall existing and planned drainage system serving the Village. The property is located in a floodplain and the development will be required to meet all codes by the Village and DuPage County Stormwater and Flood Plain Ordinance. The proposed development will reduce the amount of impervious surface as part of this project, restore the existing non-conforming parking on Second Street into a landscaped parkway, and will install ample landscaping on site.

Adequate public facilities will be provided. The applicant is proposing three park spaces that will be privately owned and maintained by the future homeowner's association. One of the park areas will be

accessible to the public and two which will be for condominium residents. The proposed outdoor areas will provide a public benefit to the Village and surrounding neighborhood. Improvements are proposed to Village sidewalks and the Second Street right-of-way, where the applicant will install a new curb, grass, and two (2) parkway trees. Additionally, the applicant is coordinating with the Village on a proposed Second Street water main replacement project extending from Vine Street to Grant Street.

The development incorporates quality materials, open spaces, landscaping, and overall design. Because the existing historic building will be preserved as part of the project and the building height will not increase, the scale of the building will remain unchanged and will fit into the surrounding area. Many of the proposed Waivers from the Zoning Code and Village Code regulations are a result of the existing conditions of the buildings, such as setbacks.

No destruction, loss, or damage of any natural, scenic, or historic feature of significant importance is anticipated, and the proposed Planned Development complies with additional standards imposed upon it through the Zoning Code other than for the waivers requested. The applicant intends to preserve the existing historic building and converted the former school into a residential use. The requested deviations from the Zoning Code regulations are largely a result of non-conforming conditions from utilizing an existing building.

RECOMMENDATION: Based on the findings set forth above, the Village of Hinsdale Plan Commission, by a vote of eight (8) ayes and zero (0) nays, with one (1) absent, recommend approval of a Planned Development Detailed Plan with associated waivers to the Zoning Code and Village Code, 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, a Tentative and Final Plat of Subdivision, and a Sign Permit 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, for Case A-38-2022, subject to the following conditions:

1. The applicant shall investigate amendments to the Condominium By-laws to address noise and hours of operation for the proposed outdoor television.
2. The applicant shall investigate if additional stormwater management infrastructure or practices may be used.

In addition, the Plan Commission recommends that the Village Board evaluate changes to parking signs on adjacent streets in the neighborhood and consider converting Second Street from a one-way street to a two-way street.

Signed: _____

Stephen J. Cashman

Steve Cashman, Chair
Plan Commission
Village of Hinsdale

Date: _____

11/09/23

Vine Street Station – Waivers and Variations to the Zoning Code and Village Code

- 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 Waivers and Variations Included in the Planned Development Concept Plan Ordinance No. O2022-22 – 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"

**VILLAGE OF HINSDALE
NOTICE OF PLAN COMMISSION
PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN to all persons that the Village of Hinsdale Plan Commission shall conduct a public hearing on Wednesday, October 11, 2023 at 7:30 p.m. in the Memorial Building, 19 E. Chicago Avenue, Hinsdale, Illinois for the purpose of considering an application from Holladay Properties Services Midwest, Inc. for a Planned Development Detailed Plan with certain associated waivers and/or modifications to applicable Zoning Code provisions, 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.

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. On August 16, 2022, the Village Board approved the following ordinances related to this project: 1) Ordinance No. O2022-21, a Text Amendment to Zoning Code Sections 6-106 and 11-603 to allow for Lifestyle Housing as a Special Use and Planned Development in the O-1 Specialty Office District; 2) Ordinance No. O2022-22, a Planned Development Concept Plan and Special Use Permits for a Planned Development and Lifestyle Housing with associated waivers to the Zoning Code; 3) Ordinance No. O2022-23, a Major Adjustment to the Zion Lutheran Church Planned Development to remove 0.61-acres consisting of 125 S. Vine Street and a portion of 116 S. Grant Street from the existing 1.96-acre Planned Development located in the IB Institutional Buildings District and associated waivers to the Zoning Code.

Copies of documents relating to the proposed request are on file and available for public inspection during regular Village business hours in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois. Please email Village Clerk Emily Tompkins at etompkins@villageofhinsdale.org for additional information. This project is known as Case A-38-2022.

The common addresses are 125 S. Vine Street (PINs: 09-12-110-006; 09-12-110-007), 204 S. Grant Street (PINs: 09-12-111-010; 09-12-111-011; 09-12-111-012; 09-12-111-017), and 116 S. Grant Street (PINs: 09-12-110-014; 09-12-110-015) in Hinsdale IL, 60521 and legally described as follows:

LOT 1, THE EAST 70.00 FEET OF LOTS 2 AND 3 AND ALL OF LOTS 4, 5, 6 IN BLOCK 5, ALSO, LOTS 10, 11, 12, AND 13 IN BLOCK 6 ALL 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.

At said public hearing, the Plan Commission shall accept all testimony and evidence pertaining to the said application and shall consider any and all possible zoning actions, including the granting of any necessary special permits, variations, planned development concept plan approval, map amendment, text amendment, other special approvals, and/or other amendments to the Zoning Code that may be necessary or convenient to permit development of the proposed type at the described property. All interested persons are invited to attend and be heard.

Dated: September 1, 2023

Emily Tompkins, Village Clerk

To be published in the Hinsdalean on September 14, 2023

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

BEFORE THE HINSDALE PLAN COMMISSION

In the Matter of:)
)
)
 VINE STREET STATION)
 CASE NO. A-38-2022)

REPORT OF PROCEEDINGS had and testimony
 taken at the hearing of the above-entitled
 matter before the Hinsdale Plan Commission, at
 19 East Chicago Avenue, Hinsdale, Illinois, on
 the 11th day of October, A.D. 2023, at the
 hour of 7:30 p.m.

BOARD MEMBERS PRESENT:

- MR. STEPHEN CASHMAN, Chairman;
- MR. JIM KRILLENBERGER, Member;
- MS. JULIE CRNOVICH, Member;
- MS. ANNA FIASCONE, Member;
- MS. LAUREL HAARLOW, Member;
- MR. MARK WILLOBEE, Member;
- MR. GERALD JABLONSKI, Member;
- MS. CYNTHIA CURRY, Member.

2 1 ALSO PRESENT: 2 MS. BETHANY SALMON, Village Planner; 3 MR. DREW MITCHELL, Applicant; 4 MR. MICHAEL O'CONNOR, Applicant; 5 MR. CHRISTOPHER WALSH, Architect; 6 MS. LAUREN KAVANAUGH, Attorney for 7 Applicant. 8 CHAIRMAN CASHMAN: Call to order the 9 Plan Commission meeting for Wednesday, 10 October 11th. 11 Roll call, please, Bethany. 12 MS. SALMON: Commissioner Haarlow? 13 MS. HAARLOW: Here. 14 MS. SALMON: Commissioner Curry? 15 MS. CURRY: Here. 16 MS. SALMON: Commissioner 17 Krillenberg? 18 MR. KRILLENBERGER: Here. 19 MS. SALMON: Commissioner Jablonski? 20 MR. JABLONSKI: Here. 21 MS. SALMON: Commissioner Crnovich? 22 MS. CRNOVICH: Here. 07:32:26PM	4 1 MS. SALMON: You can do a motion to 2 open the public hearing. 3 CHAIRMAN CASHMAN: Motion to open the 4 public hearing. 5 MR. JABLONSKI: So moved. 6 MR. KRILLENBERGER: Second. 7 CHAIRMAN CASHMAN: Roll call vote, 8 please. 9 MS. SALMON: Commissioner Haarlow? 10 MS. HAARLOW: Aye. 11 MS. SALMON: Commissioner Curry? 12 MS. CURRY: Aye. 13 MS. SALMON: Commissioner 14 Krillenberg? 15 MR. KRILLENBERGER: Aye. 16 MS. SALMON: Commissioner Jablonski? 17 MR. JABLONSKI: Aye. 18 MS. SALMON: Commissioner Crnovich? 19 MS. CRNOVICH: Aye. 20 MS. SALMON: Commissioner Willobee? 21 MR. WILLOBEE: Aye. 22 MS. SALMON: Commissioner Fiascone? 07:42:29PM
3 1 MS. SALMON: Commissioner Willobee? 2 MR. WILLOBEE: Here. 3 MS. SALMON: Commissioner Fiascone? 4 MS. FIASCONE: Here. 5 MS. SALMON: Commissioner Moore is 6 absent. 7 And Chairman Cashman? 8 CHAIRMAN CASHMAN: Here. 9 (WHEREUPON, proceedings were 10 had which were not taken 11 stenographically.) 12 CHAIRMAN CASHMAN: Our next order of 13 business is a public hearing. Case A-38-2022, 14 the Vine Street Station planned development 15 detailed plan, exterior appearance and site plan 16 review, map amendment, tentative and final plat 17 of subdivision, and sign permit review to allow 18 for the development of 12 age-restricted 19 lifestyle housing units within an existing 20 building located at 125 South Vine Street. 21 Is there someone here representing the 22 applicant? 07:41:58PM	5 1 MS. FIASCONE: Aye. 2 MS. SALMON: Chairman Cashman? 3 CHAIRMAN CASHMAN: Aye. 4 If there's anyone who would like to 5 speak on this matter, if you could, please, be 6 sworn in. 7 (Witnesses sworn in.) 8 CHAIRMAN CASHMAN: Thank you. If you'd 9 like to give us an introduction and an overview. 10 Nice to see you again. 11 MR. MITCHELL: It's really good to be 12 back here. Good evening to our Plan Commission. 13 Good evening, Chairman Cashman and our Plan 14 Commission members. This is month 31 of us 15 working on the Vine Street Station project. 16 We've got a whole team of people that are real 17 excited to be here this evening. 18 My name is Drew Mitchell. I'm a 19 resident of Hinsdale. I live at 122 East 7th 20 Street here in town. Joining me from Holladay 21 Properties, which is the applicant, is my 22 partner Michael O'Connor; our lead designer, 07:43:11PM 07:43:38PM

6 1 Lori Kappel; and my associates, Mike Doyle and 2 Donald Tomei. We've also got our architect of 3 record this evening, Chris Walsh, from Tandem 4 Architecture. We're represented by Lauren 5 Kavanaugh, she's our counsel. And we've got our 6 traffic study consultant, Javier Milan, from 7 KLOA here. 8 I'm also really thrilled to see 9 that our sellers are here, which, really, is, 10 probably, an unfair to way to describe them. 11 They have been partners. So we have Pastor 12 Klein, who is the head of the Zion Lutheran 13 Church, as well as the congregation president, 14 Suzanne McGivney. Thank you for coming this 15 evening. 16 So you have seen this project 17 before. They have encouraged me to be concise, 18 which has been a lifelong challenge. So just 19 trying to frame this quickly, we're going to 20 talk about the changes from our concept plan 21 submission to detailed planned submission, which 22 is in front of you this evening.	8 1 that, I think, we're on a very good course here. 2 So Chris Walsh will be talking 3 through the changes from our concept plan to our 4 detailed plan. There's, really, a couple of 5 them. I'll quickly go through the five. 6 The parking previously was not 7 compliant. That was an issue at this body, as 8 well as the village board. We promised to do 9 our best to try to maximize parking and also 10 make sure that the spaces had optimal function, 11 width, length, and we have achieved that. We 12 have removed the loading space. We'll talk 13 about why. But I think that that's, actually, 14 an improvement to the plan. 15 We further refined the outdoor 16 spaces. There are three. We are really excited 17 about what we're doing. One is a public pocket 18 park that you can have a Starbucks on your walk 19 home, there's a sitting garden, as well as an 20 outdoor space for the residents. 21 There is a request for signage. We 22 have -- There's an awning. It's an existing
7 1 I also want to thank the Plan 2 Commission and I want to thank staff. You have 3 all been great partners. I think this is, 4 really, a tremendous example of looking inside 5 of our community at assets that we've got and 6 figuring out adaptive reuses to bring the glory 7 and the use and the utility back to existing 8 buildings. 9 I think while this process has 10 taken a little bit long, it's been very 11 deliberate and intentional. The reason why I'm 12 thanking you is because I think that the output 13 and the outcome of this process is dramatically 14 improved versus what it otherwise may have been. 15 So thank you. And I'm proud of this 16 collaboration. I think it could be a case study 17 for other communities. And there's some folks 18 in the room who have heard we're converting a 19 portion of a church facility into housing and 20 they have Catholic institutions all over the 21 country that are experiencing similar issues. 22 So who knows what comes of this. It tells me	9 1 awning on the building. We'd like to replace it 2 with a black awning and we'd like to add a logo 3 for the Vine Street Station, which is the 4 branding of this development. There's also two 5 window decals, which require variances, and we 6 have been working hard with our counsel, Lauren 7 Kavanaugh, who has been collaborating with 8 Michael Mars on preparation of the bylaws and 9 covenants, which are necessary as part of our 10 final agreement in this approval. 11 Did I do a good job staying on 12 track? Thank you. 13 I'd like to welcome Chris Walsh 14 from Tandem Architecture. He's a partner with 15 the firm, has a great history doing adaptive 16 reuse projects. 17 Chris, welcome. 18 MR. WALSH: Since Drew mentioned there 19 were not -- Since we were here last -- Since we 20 were here last time, I think most of you have 21 seen the project before, you're familiar, so I'm 22 not going to bore you with other things that we

10 1 have done -- or the only things that we have 2 done that are different. 3 The parking, we did not have 4 nine-foot wide stalls. Since we have been with 5 you, we were able to, really, measure the 6 building, get true drawings, get a structural 7 engineer out there, try to understand how the 8 structure would work, and we were able to kind 9 of reconfigure all of the spaces to get 10 nine-foot spaces. We are no longer asking for 11 that variance. So that's why that is on there. 12 As Drew had mentioned, too, the 13 loading space. After talking it through, we 14 talked about this with the board. We are 15 required to have a loading space just by the 16 code, but there's only 12 units here. The 17 reality of it is, once these get sold, people 18 will move in and may never move out. So we're 19 really not anticipating a lot of move-ins or 20 move-outs, so we have asked for forgiveness to 21 not have a loading space. There are spaces on 22 the site where a truck could come in and sit,	12 1 these things that normally wouldn't be allowed 2 were this a single-family home. 3 The fence and the ramp -- So going 4 through this, we are in a floodplain. We have 5 had to lift the building -- not lift the 6 building. We have to lift the first floor, 7 which raises the existing door. So there's 8 going to be two steps -- two to three steps 9 going up. We still want to have an accessible 10 ramp, an accessible way to get in. If you 11 notice, off to the right, we have, kind of, 12 split that garden wall and there would be a 13 little gate there and a ramp that would go into 14 the side yard and we would add another side 15 entrance to the building here. 16 Again, since the last time we 17 talked, all of these things have happened. We 18 have kind of realized that door had to be 19 raised, which raises the platform inside. We're 20 going to preserve the door, preserve the sign. 21 We're going to manipulate the stonework a little 22 bit, but we are trying to save everything else
11 1 you know, block half the ramp for a little 2 while, people can get in and out. 3 There is a loading space, but after 4 talking with staff, we're not even going to 5 identify it. We know it's there. We're just 6 asking for -- you know, to not have an 7 identified loading space. 8 For the outdoor open space, that is 9 the side yard here. In the side yard, we are 10 asking for -- This has always been a bit of an 11 issue, just the way the code is, the way the 12 building is situated, it's on a corner, so this 13 becomes the side yard. If there was something 14 next to it, this would be the front yard. So 15 we're kind of fighting -- Either way, we would 16 have to do a variance. So we're asking for -- 17 This area is going to be the private space for 18 everybody in the building. And we're asking if 19 there will be a TV out, there will be a fire 20 pit, so there are elements out there. It is 21 going to be fenced in. The fence will be to 22 code. But we're asking that we are allowed	13 1 or planning to save everything else. 2 The indoor plans, there are, 3 really, just minor changes. We had to add a 4 sprinkler room for the fire department. They 5 asked for that. That took a bedroom out of one 6 of the units. That's the red area in the back. 7 And then just with field measurements and that, 8 we have kind of had to manipulate the plans a 9 little bit. So still -- The unit count and all 10 of that is still the same. 11 Building elevations, we have done 12 just minor changes, again, just as units move 13 around, shifting windows. We didn't add any 14 balconies or anything like that. All of that 15 stuff is still in the same spot. 16 We did add -- You can see the 17 signage. There is an awning -- There is an 18 awning there now. Basically, we're going to 19 recreate it. It's, actually, a little bit 20 shorter, black. But since there is the logo on 21 there, we're asking that we can have the logo. 22 It, roughly, works within your sign code but

14 1 it's slightly bigger but there's two decals on 2 the door. That's the signage. We're not asking 3 for a lit sign or anything else like that. 4 That was it, other than the 5 covenants. I'll turn it back to Drew. 6 MR. MITCHELL: Flagpole. 7 MR. WALSH: We are adding -- There was 8 a flagpole here back in the day and it's right 9 at the corner. If you go by the site, there's 10 still a concrete star -- 11 MR. MITCHELL: I think it's shown on 12 your site plan. 13 MR. WALSH: There it is. My cursor is 14 not working on here, but it's in the corner 15 park. We're planning on reusing the star or 16 recreating the star, putting a flagpole there. 17 Again, the code for a flagpole, it's, really, 18 only for on top of a building, so we're asking 19 for the variance, basically, to put the flagpole 20 back there and reinstall it. 21 MR. MITCHELL: Chris, you also -- I 22 think we had remarks on the eastern facade of	16 1 like to welcome Lauren Kavanaugh up. I don't 2 know there are necessarily going to be a lot of 3 questions. There was the village board driven 4 80 percent of units would be age-restricted. 5 This is, to me, something that we're willing to 6 adhere to. It's, probably, a village board 7 concern more than this body, but we are trying 8 to not be opinionated on it and just trying to 9 do what we're being asked. 10 There were things that might relate 11 to Plan Commission that go into the covenants 12 and bylaws. For example, we can't store things 13 on the balconies -- and there were a number of 14 them. I'd be not doing anybody a service to try 15 to go through that. I suppose if there are 16 questions here on that, we do have our attorney 17 here and we're willing to respond to anything 18 that might be of concern. 19 I don't know that I have much more 20 else to add. I'm thankful for this group. I'm 21 thankful for the opportunity to work on such a 22 fun and exciting project that's so close to home
15 1 the building and there was the trellis that was 2 added, and I also believe there were windows. 3 So that was reactive to this group. 4 MR. WALSH: You can see in the upper 5 right-hand corner, that's the existing building 6 east facing facade, but not much to it. So the 7 bottom elevation, there is now what it will look 8 like from the east. We have trellises on two of 9 the east facing facades. We have added a window 10 at the end of the hallway and we have the two -- 11 the balcony and then another window within the 12 unit. 13 MR. MITCHELL: Great job, Chris. 14 This all goes along with, 15 probably -- As I was looking at my notes, I 16 didn't properly identify some of the really good 17 things we're doing, like saving the cornerstone, 18 cleaning up the limestone. This building needs 19 a bath big time and there's great preservation 20 going on, including the two-story stained-glass 21 window that we planned the interior lip. 22 Next is covenants and bylaws. I'd	17 1 for me. That's unusual. And we're really eager 2 to get started and so are a lot of people that 3 are interested in living in this building. 4 So we look forward to hearing your 5 feedback. And, with that, I will be quiet. 6 Thank you. 7 CHAIRMAN CASHMAN: Just as an 8 introduction, these are, kind of, the overall 9 things to be considered when reviewing this 10 planned development, this detailed plan. 11 Going over the detailed plan, is it 12 in substantial conformity with the approved 13 concept plan. Number 2, the merit or lack of 14 merit of any departure in the detailed plan is 15 in substantial conformity with the approved 16 concept plan. Three, whether the detailed plan 17 complies with any and all conditions imposed by 18 approval of the concept plan. And then, 19 finally, whether the detailed plan complies with 20 the planning code and other applicable federal, 21 state, and village codes, ordinances, and 22 regulations.

18 1 So just as we ask questions and go 2 through our review, keep that in mind. 3 With that, Laurel, want to start us 4 off? 5 MS. HAARLOW: Well, yes, I have a 6 little list here. Thank you for the 7 explanations. The project seems really clear. 8 I am so appreciative of the reuse of that 9 building because, you're right, it is a special 10 building. It's been there for decades. It's 11 part of the fabric of the community at this 12 point, so reusing it in this way is fantastic. 13 I was wondering about the loading 14 space going away, and you explained that very 15 well, so I don't think I have anything to do 16 with that. 17 With regard to the flagpole height, 18 this pole is quite a bit higher than what would 19 be code compliant. So am I correct in thinking 20 that the height of this is what the flagpole 21 would be if it were code compliant or mounted on 22 the roof?	20 1 talk about -- You may not know how to answer 2 this. 3 I feel like it's going to be 4 screened by our fence to some degree. We would 5 be willing to discuss certain hours that it 6 could be used, so this would only be a problem 7 in the evening. I'm not going to die on the 8 hill. 9 We've got 12 families that are, you 10 know, going to now have a different experience 11 with outdoor. A big part of what we're doing 12 here, and we haven't really come out and said 13 this, is we build trans-oriented developments. 14 We built one in Westmont called Quincy Station, 15 one in Downers, and they have these great 16 outdoor amenity spaces. People, they are 17 walking more, the way they are using even the 18 existing spaces is changing, and we're trying to 19 create an opportunity for community where -- And 20 we do this in this our buildings. We have movie 21 nights or -- I won't go -- So I was worried 22 about it.
19 1 MR. WALSH: Actually, the way the code 2 is, I think it's 15 feet above the roof. We're, 3 actually, going to be below the roof. It's 4 shorter than the building still. I think it's 5 30 or 35 feet. I can't remember. 6 CHAIRMAN CASHMAN: 35. 7 MR. WALSH: Yeah, 35 feet. That's 8 still below the height of the building. 9 MS. HAARLOW: Okay. I have no 10 objections to the map amendment. 11 I do have a question about the 12 outdoor TV. I'm wondering if it would be -- if 13 it would create a distraction to people who are 14 driving alongside the street? 15 MR. MITCHELL: I have been encouraged 16 not to die on the hill for this TV. Okay. I 17 really think it's important. These are outdoor 18 living rooms in Hinsdale. I have a TV outside 19 where I'm watching movies and trying to 20 replicate an experience. 21 What you're asking is about safety, 22 and I'm paying someone to be here -- Could you	21 1 It did get into here. If you want 2 me to really take it out, we will. I'm not 3 worried about safety. I'd be willing to remove 4 it later if it became a distraction. I would be 5 willing to discuss hours of its use and I would 6 be willing to remove it if it feels -- if it's 7 very important. 8 MS. HAARLOW: I'm not bringing it up 9 because of a huge objection. You know, lots of 10 people have giant picture windows in their homes 11 and they have huge TVs in their homes. So you 12 can see what's on TV even when you're driving by 13 and it's not outside. 14 MR. MITCHELL: Right. 15 MS. HAARLOW: But this question 16 occurred to me because it is really close to the 17 sidewalk. 18 MR. MITCHELL: Right. 19 MS. HAARLOW: I guess I was wondering a 20 little bit more about height screening, you 21 know, just making sure those safety 22 considerations are taken into account when

22 1 planning that space. 2 MR. MITCHELL: Sure. 3 MS. HAARLOW: That was the main point 4 of my question. 5 MR. MITCHELL: I'm totally open-eared 6 on this, and now I'm thinking about ways we can 7 deal with this, whether that be through 8 landscaping, screening, or TV orientation. 9 Right now, it's, actually, facing south so you 10 would -- I'm sorry. It faces east. Sorry. So 11 if I'm driving west, you know, you could see 12 that. 13 MR. O'CONNOR: It's up there in the 14 corner. 15 MR. MITCHELL: I know exactly where it 16 is. I misspoke. 17 CHAIRMAN CASHMAN: Just north of the 18 trellis. 19 MR. O'CONNOR: Correct. 20 MR. MITCHELL: So it would be located 21 around here. 22 MR. WALSH: It's in the corner of the	24 1 Street. I know it's westbound. If it were 2 eastbound, this wouldn't be an issue. I 3 think -- I'm looking at you, Lori, and thinking 4 through ways that maybe we can make it. I can 5 even see it on an articulated wall mount and 6 facing back this way, so that it's not -- the 7 light exposure would be back towards the 8 building. 9 What I'm trying to not do is make 10 myself come back with a solution in a month. I 11 hear you and we are going to come up with a 12 creative way to deal with this. 13 CHAIRMAN CASHMAN: Anything else? 14 MS. HAARLOW: Nothing else. 15 CHAIRMAN CASHMAN: Cynthia? 16 MS. CURRY: Again, I think you're doing 17 a great job. I love the fact you're repurposing 18 this building. It's a lovely building. I think 19 it's going to get even better. The bath idea 20 sounds wonderful. It's going to look beautiful 21 when you're done with that. 22 To piggyback on the TV, I wasn't
23 1 building where that vine is growing up. There 2 are going to be other trees. We're not showing 3 all of the trees here but there are existing 4 trees, we're going to add bushes and things like 5 that. 6 I agree with Drew. I think it's 7 going to be shielded. I think, you know -- Like 8 you said, you get these through windows and all 9 of that as well. Reflections of light are just 10 as bad. You know, it's not a real busy street 11 from what I've seen. I don't live in the town, 12 so, I guess, that would be my -- 13 MR. MITCHELL: I would also add, our 14 experience in 90-to-120-unit buildings is that 15 these -- actually, a lot of people imagine using 16 it and they are really not even used very much. 17 I mean, we are doing tours all the time and TVs 18 are never on outside. Maybe, for that reason, I 19 should be willing to let it go, but not unless 20 you make me. 21 The other is, you know, there is 22 some discussion of the orientation of Second	25 1 worried about the visualness of the TV, but the 2 sound for the neighborhood. I'm wondering how 3 you would buffer sound in the corner with brick 4 walls? Is there some way, with your 5 installations, to have a way of buffering sound? 6 MR. MITCHELL: I wonder, Lauren, if you 7 could solve this for us through bylaws and 8 covenants and creating rules around the TV and 9 its hours of operation for the space outside, 10 and we establish bylaws that require that we not 11 use the space after a certain period of time. I 12 mean, I think -- You know, you don't want people 13 to not be able to grill and things like that. 14 We can easily say no TV after dusk. 15 Sound would be, to me, sort of 16 similarly pollutive as light. I don't know that 17 it would bother anybody during the day. Here's 18 what I really think. Is that these end up 19 being -- I mean, I had a TV at my house at 20 544 West 7th Street and, you know, it's on the 21 side and I just don't ever remember anybody ever 22 being bothered.

26 1 Another idea we had was that you 2 can do a projector and not have this installed. 3 You know, another idea would be to figure out a 4 way to have the TV be westbound, but now I'm 5 working on Trustee Haarlow's problem -- not 6 Trustee -- Commissioner Curry's issue of the 7 sound. I don't know, guys. 8 MS. CURRY: Just a question. I'm 9 picturing a football game or baseball game and 08:06:44PM 10 things getting loud and neighbors saying, Hey, 11 this is too noisy, the sound carrying. Again, 12 just to piggyback on that idea, just to think 13 about how you would -- there must be ways to 14 abate the noise somehow, plantings. 15 MR. MITCHELL: We could, actually, 16 functionally limit the volume of the TV. We do 17 that on one of our amenity decks so it doesn't 18 disturb the neighbors at night that live on the 19 deck because the sound bounces off of the walls. 08:07:12PM 20 So we have dealt with this in an operational 21 setting. 22 At some point, there's just --	28 1 MS. CURRY: Next question. You do 2 stipulate in here that nobody can rent one of 3 these spaces less than six months. So that will 4 be something written into your bylaws and 5 covenants to address. 6 The bigger question is -- I know 7 you're getting rid of that loading zone -- how 8 do people move into this building? 9 There's one elevator, correct? 08:08:45PM 10 MR. MITCHELL: Yes. 11 MS. CURRY: If someone has a baby grand 12 piano they are bringing into this space, how do 13 they get in and out? 14 MR. WALSH: It's only -- It's a 15 two-and-a-half story building. Technically, you 16 know, in most cases written by the code, you're 17 not even required to put an elevator in here. 18 If you have been in the building, these are 19 school-size stairs. We are not shrinking them 08:09:19PM 20 down. You can move two grand pianos up there at 21 the same time. It's just huge. I guess, I'm 22 not concerned about it. There's two very large
27 1 we're going to be good neighbors. We have the 2 church next-door, very limited residential 3 nearby. I talked to the neighbor, who is 4 immediately west of the preschool, today. They 5 seem excited. They don't feel like a bunch of 6 complainers to me is my read. I also think 7 there was some discussion at the village board 8 level about if something here has unintended 9 consequences, there can be a mechanism to bring 08:07:48PM 10 the HOA in and discuss and find resolution and 11 perfect whatever issues there are. And maybe 12 that can be a marching order, is that there's a 13 trigger that we have to come and see the village 14 if we're in violation of something. They are 15 going to get notes on this, and it's going to 16 now be, probably, a topic in that -- at that 17 forum. 18 We would be willing the limit TV 19 hours. If I'm going to be prescriptive, we 08:08:18PM 20 would be willing to do volume control on the TV 21 and we would be willing to write it into the 22 bylaws.	29 1 stairwells there to move those things up. At 2 most, you're going up two-and-a-half floors. 3 That would be my response. 4 MR. MITCHELL: There's a second part of 5 this, which is, just how are we moving people in 6 and out of the building? And also potential 7 for -- This also becomes a much bigger 8 operational challenge on larger projects. 9 The worst time is going to be at 08:09:51PM 10 the beginning. You're going to have 12 people 11 but there's going to be build-outs going on in 12 the units. The likelihood of anyone moving in 13 on the same day is, basically, zero. 14 Again, in these 100-to-300-unit 15 projects that we have, even the move-in/move-out 16 is surprisingly little. If we have 12 units and 17 somebody -- and we average -- the average 18 ownership is four years, you have one person 19 moving in every 500 days, roughly. I think. 08:10:22PM 20 I'm on the record, so someone is going to check 21 my math. It's, really, a nonissue. 22 Now, logistically, there is a ramp.

30 1 You will be able to back the truck down -- and, 2 Chris, keep me honest here -- and you're going 3 to be able to wheel through the garage with your 4 mattress and the workers would go right to the 5 elevator and go up to your unit, unless, if they 6 have a grand piano, I just learned they are 7 going to go up the stairs. I think it's 8 thoughtful. I think it's going to work, really, 9 pretty well here. 08:10:54PM 10 There's another approach where you 11 could have the moving truck park on Second 12 Street and then they could wheel up the ramp and 13 wheel into the actual elevator. We think the 14 residents would, probably, rather them go 15 through the garage. These things will probably 16 be able to be better defined when we're standing 17 in the space that's been reimaged and we'll be 18 able to feel it out a little bit. 08:11:26PM 19 I think the homeowners are going to 20 start to have big opinions about how and when 21 and where and why. They are going to have the 22 ability to control the HOA and make these	32 1 flag. More importantly, we need to light it, 2 and I think we have to do that. I don't see why 3 we wouldn't be able to do that. 4 So we're agreeing to that. We have 5 to agree to that. It's a rule. Got it. Thank 6 you, Commissioner Curry. 7 MR. KRILLENBERGER: I like to see 8 Pastor Klein is here and thrilled that the 9 congregation was able to utilize an unutilized 10 asset. I appreciate your persistence over the 11 last 31 months. 12 Real quickly. This is -- I'm not 13 an architect, so the distinction between trellis 14 and balcony, just in a few words -- They are not 15 the same thing? 16 MR. WALSH: No. The trellis is the -- 17 it's, like, a lattice work that goes up the side 18 of the wall that vines will grow on. 19 MR. KRILLENBERGER: Great. 08:13:39PM 20 MR. WALSH: And, then, a balcony is a 21 balcony. 22 MR. KRILLENBERGER: Then you're
31 1 decisions and self-govern within reason. As a 2 guy who is constantly worried about how do I 3 handle trash and how do I handle 4 move-in/move-out, I think -- Now I brought up 5 another thing, but I think they are both 6 thoughtfully handled in this current plan. 7 MS. CURRY: Can I ask one more? 8 The flagpole, only because we have 9 had to deal with this issue on another occasion, 10 that if flags are flying all night, they have to 11 have light on them; is that correct? 08:12:01PM 12 CHAIRMAN CASHMAN: That's correct. 13 MS. CURRY: Or taken down at night. 14 And there is a sound associated with the 15 flapping of the flag. Just a heads up on that. 16 MR. MITCHELL: Okay. Good to know on 17 lighting the flag. We try to incorporate a flag 18 on all of our projects. This is something that, 19 again -- Where am I going on that? 08:12:26PM 20 I hear you on the flag noise. You 21 know, I can't speak to how large our flag is. I 22 heard if we get any bigger, we go into a bigger	33 1 age-restricted? 2 MR. MITCHELL: Yes. 3 MR. KRILLENBERGER: What age? 4 CHAIRMAN CASHMAN: 80 percent at 55. 5 MR. MITCHELL: So the intent is 6 age-restricted to 55-plus. 7 MR. KRILLENBERGER: I see the provision 8 in the covenants, nothing on the balcony. Any 9 other provision, other than what we see in the 10 homeowners' association, you're 54 and you're 11 out of here. 12 MR. MITCHELL: There's -- I'm not in a 13 position to be able to answer that. 14 MR. KRILLENBERGER: You have your 15 lawyer here. 16 MR. MITCHELL: Lauren, if you wouldn't 17 mind. What I can share, while she's walking up, 18 is we can't do 100 percent 55-plus. You can't 19 age discriminate. We are trying to comply. 08:14:46PM 20 MS. KAVANAUGH: Hi, everyone. The way 21 the age-restriction goes is during the contract 22 process, any contract purchaser would fill out

34 1 an age-verification addendum, an affidavit, 2 essentially, to, you know, myself and the 3 developer that they are going to be occupying 4 the unit. So the Fair Housing Act requires at 5 least -- it's 80 percent 55 and up. So it can't 6 be 100 percent restricted. It's 80 percent, so 7 at least 80 percent of the building has to have 8 a resident that's 55 and up. In the declaration 9 and bylaws, nobody under the age of 22 can 10 occupy the unit. 08:15:23PM 11 MR. KRILLENBERGER: Okay. That's good. 12 Thank you. 13 MS. KAVANAUGH: Does that answer your 14 question? 15 MR. KRILLENBERGER: And then a, kind 16 of, mechanical question. Mr. Mitchell, I heard 17 you're sold out or close to it. Is that the 18 case, in a few words? 19 MR. MITCHELL: You know, I don't pay 20 attention. You don't taste anything before you 21 bake it. We have so much interest. I think, 22 really, it's driven by the fact that we got a	36 1 great. 2 CHAIRMAN CASHMAN: Thanks, Jim. 3 Jerry? 4 MR. JABLONSKI: I need to come back to 5 the TV again. I'm thrilled you're doing the 6 project. I'm really excited about it. 7 I have the misfortune of being in 8 the 500 block of West Hickory Street, next to 9 someone who has two TVs, two sub woofers, four 10 speakers, and a swimming pool in the backyard. 08:17:14PM 11 I know the noise ordinance. It's 12 electronic-produced noise Monday through Friday 13 until 10:00 o'clock and, on weekends, until 14 11:00. 15 When the kids were younger, 16 listening to the Disney movie about ice, I know 17 the words to the song. Now I know the words to 18 the song. Now that the kids have gotten older, 19 I know all of the college football games they 20 are watching until 11:00 o'clock at night. 08:17:44PM 21 I have even been out of town and 22 occasionally the games have gone into overtime
35 1 lot of -- we have -- Our baby boomer generation 2 has these big houses, their kids are gone, and 3 they want to walk to get dinner. There's no 4 product. This is a national issue. It's not a 5 Hinsdale issue. It's everywhere we go. And 6 there's other things that are impacting housing 7 in a big way. 8 We have tremendous interest in 9 this. What we have been doing is taking a note 10 and writing a name down. We are not assumptive 11 that we are going to be -- 08:16:17PM 12 MR. O'CONNOR: We don't own it yet. 13 MR. MITCHELL: We don't own it. This 14 is Hinsdale, so wheels can come off buses at 15 random times -- I shouldn't say that. 16 MR. KRILLENBERGER: That's not how 17 Hinsdale works, but we stay on the bus. 18 I wish you the best, Drew. 19 MR. MITCHELL: Thank you. 08:16:48PM 20 MR. KRILLENBERGER: It sounds like 21 you're not sold but it got lots of interest. 22 I'm thrilled you're in town, and it sounds	37 1 and neighbors have called the police. It gets 2 really loud. It gets really loud. I know 3 people turn up the volume because it's outside 4 and there's no echo in the back. That ends up 5 carrying very, very far. Neighbors as far as 6 five houses down complain about these people. 7 I don't know what you're going to 8 do about it. Dusk works. Certainly limiting 9 the volume. Someone sitting 20 feet away on a 10 patio from a jumbo TV are not going to be able 11 to hear the sound if it's mitigated that much. 08:16:16PM 12 MR. KRILLENBERGER: Especially if they 13 are over 55. 14 MR. JABLONSKI: I do think -- I view 15 that as a concern. There is no one next-door to 16 you. If this gets turned up, people across the 17 street are going to hear it. That's my only 18 concern with the property. As soon as I saw the 19 TV outside, I said, wow, That's going to be 20 tough on the neighbors. 08:16:48PM 21 MR. MITCHELL: If I may react to that. 22 Are you open to having ripcords that would allow

38 1 us to readdress this should it become a problem? 2 MR. JABLONSKI: It has to be addressed 3 in advance. When I actually called someone on 4 the village staff -- I know some of them -- the 5 village staff suggested I call the police if I 6 wanted a remedy about this neighborly issue, and 7 I didn't call the police. I wasn't the guy. 8 MR. MITCHELL: We would agree to dusk. 9 We would agree to volume limitations. I mean, 08:19:28PM 10 that's our position. I'm hearing it's a concern 11 of two people. Like I have said, he -- Mike 12 said, Do not die on the hill on the TV. I want 13 it bad because it's part of how I live. It's 14 become a big -- I'm not the guy who is -- 15 MR. KRILLENBERGER: How close do you 16 live to Jerry? 17 MR. MITCHELL: I hate Frozen. I have 18 that song in my head, too. I do want our 19 community to be able to, actually, watch a 08:19:58PM 20 football game outside. I don't want to 21 discourage that. I want to encourage it. I 22 want them to be grilling.	40 1 only and -- you know -- All right. There are 2 other ways. I, actually, think there's 3 something with this articulation or -- You know, 4 with all of it, I think it can be done 5 thoughtfully. There can be even be where they 6 come out and we can do a cool element. Again, 7 we're talking about noise, we're talking about 8 respecting volumes and we don't know who is 9 going to live there. 08:21:32PM 10 So I appreciate this concern and 11 consideration for the future and what could 12 happen. I just -- There's a phrase that 13 happened at the village board where they said we 14 don't like unnecessary handcuffs and President 15 Cauley with the village loves unnecessary 16 handcuffs. If you want to handcuff us on the 17 TV, again, I'm repeating myself but, minimally, 18 we're agreeing to dusk and audio control. 08:22:02PM 19 MR. JABLONSKI: Sounds good. That's 20 all. And I do love the project. 21 MR. MITCHELL: Thank you. 22 MS. CRNOVICH: I also love the project
39 1 I think something else happens when 2 you have neighbors and you're living in this 3 kind of environment is you're actually are more 4 respectful because you see the person in the 5 hallway versus your neighbor who you maybe only 6 see when they get mail. 7 All of these decisions that you 8 have to make and our ultimate product could have 9 precedent to for other things, and so I get all 08:20:28PM 10 of it. I have this dream of this really great 11 outdoor living room and it's not -- Well, I 12 should have said outdoor family room because 13 living rooms usually don't have TVs. That's it. 14 It's the outdoor family room. 15 MR. JABLONSKI: It's potentially an HOA 16 problem, not just neighbors. If somebody is up 17 watching the Petco Classic, they can only go to 18 11:00 by Illinois law and the 75s, not the 55s, 19 are nodding off at 9:30. That's -- 08:21:03PM 20 MR. KRILLENBERGER: Premier league 21 soccer starts at 4:00 a.m. 22 MR. MITCHELL: They should watch ACC	41 1 and thank you for repurposing this building. I 2 like that there's community need where a new 3 building isn't being built, it's in historic 4 downtown, and I think there's a community need 5 for this type of building. I'd also like to 6 thank you for such a thorough package and for 7 meeting with the neighbors before starting the 8 application process. 9 MR. MITCHELL: Twice. 08:22:35PM 10 MS. CRNOVICH: I was there. People 11 were out there. They were all upset. Then they 12 were like, Well, you know, this is a good 13 alternative. 14 MR. MITCHELL: They ended up leaving 15 and they liked it. 16 MS. CRNOVICH: Exactly. I was talking 17 to some neighbors who live around there over the 18 weekend and they were like, It's great. It's 19 better than commercial or offices going in. 08:22:57PM 20 Everybody is so happy. It's being saved. The 21 beautiful stained-glass windows. It's really 22 nice. Thank you.

42 1 I do have a couple questions. Your 2 lighting on the exterior walls, will everything 3 have shields? 4 MR. WALSH: Yes. We did a photometric 5 plan. 6 MS. CRNOVICH: I saw that. 7 MR. WALSH: We did a couple. So it's 8 directional light up and down, you know, where 9 it gets closer to the sidewalk. There is a 08:23:25PM 10 photometric -- 11 MS. CRNOVICH: I always get concerned 12 about glare into neighboring properties. 13 MR. WALSH: No. Hold on. 14 There we go. Basically it shows 15 0-foot candles around. 16 MS. CRNOVICH: Because shields make a 17 big difference -- 18 MR. WALSH: We meet code requirements 19 and it's been vetted through staff. 08:24:18PM 20 MR. MITCHELL: Does your photometric 21 plan depict a light on your flagpole? 22 MR. WALSH: It does not.	44 1 MR. WALSH: Are you worried about the 2 oval park? 3 MS. CRNOVICH: The corner park and 4 informal sitting park. I have seen kids dropped 5 off with their bikes close to the downtown. The 6 parents are dropping them off with their bikes 7 so they can run around the downtown and then 8 they are picked up later. I just don't want to 9 see that happen in the neighborhood. You know, 08:25:56PM 10 kids aren't thinking. 11 MR. MITCHELL: There's been, actually, 12 quite a bit of discussion about the eastern 13 park, oval park, it's 14 quasi-private/quasi-public, whichever one. We 15 would like the church to be able to use it for 16 meditation. On that park, we plan to put some 17 signage that sort of identifies this. I think 18 that this is something -- I'm just looking -- 19 imagining ahead to the 12 homeowners who are 08:26:26PM 20 like, Those kids can't be in that park. We're 21 putting a sign up tomorrow. 22 I think, again, that's
43 1 MR. MITCHELL: Well, Chris. 2 MR. WALSH: But that would be 3 directional and it shouldn't affect -- 4 MS. CRNOVICH: Right. 5 MR. WALSH: You can see if you go 6 around the perimeter of the site, you know, it's 7 zeros all around. 8 MS. CRNOVICH: Okay. As long as the 9 exterior on the buildings, the ones on the walls 08:24:43PM 10 have the shields, too. I think that makes a big 11 difference. 12 I'm not going to bring up the TV. 13 But your one park, you know, those electric 14 scooters in Hinsdale, it's, like, a big issue 15 now. I'm wondering if there's any way you can 16 say no electric bikes, no scooters, because I 17 live near the middle school. I see that the 18 kids all gather around there, they are close to 19 the downtown, and it's really dangerous. I'm 08:25:15PM 20 just worried they are all going to gather in 21 your one park. I don't know if there's any way 22 you can say no electric scooters or bikes.	45 1 self-governing. We'll step in. On the western 2 one, it's really a public park that's privately 3 maintained. To that, I would have to defer to 4 the municipality or park district. We can put a 5 guy up on the third floor with a paint ball gun. 6 (Laughter.) 7 MS. CRNOVICH: I see them gather. I 8 don't know where the kids are coming from. I 9 see them getting dropped off close to downtown 08:26:57PM 10 in pickup trucks. I'm sitting on my front 11 porch, I'm like, what are these kids doing out 12 this late? No lights. 13 MR. MITCHELL: They live in the Burr 14 Ridge. It's not walkable or bikeable and they 15 drop them off here in Hinsdale. I have seen 16 what you're talking about. I just hope they 17 don't find us. 18 MS. CRNOVICH: Maybe put a sign up 19 before -- 08:27:21PM 20 MR. MITCHELL: What I'm hearing from 21 you is just get in front of potential problems. 22 I think we can address that adequately on the

46 1 eastern part of the side. The outdoor family 2 room/living room is going to be secure to the 3 residents. 4 By the way, just something that 5 occurred to me that I appreciated was the ramp 6 that is now allowing us to be ADA compliant. 7 This is in a floodplain. There was a lot of 8 work on that two feet. It works really well now 9 for accommodating handicapped but also it 10 provides a way to get out to that outdoor space 11 from the interior of our building. 12 So I digress. But signage will be 13 on the sitting garden and we'll describe its 14 hours and its use and no scooters, no bikes, no 15 roller blades. 16 MS. CRNOVICH: Hopefully, it's not a 17 problem. 18 MR. MITCHELL: We could do pea gravel. 19 MS. CRNOVICH: Thank you. That's all 20 the questions I have. 21 MR. WILLOBEE: Thank you very much. 22 Again, I think it's a great project. A lot of	48 1 MR. WILLOBEE: Okay. The other 2 question I had is dumpsters. No dumpsters? 3 Just the trash and roll out from there? 4 MR. WALSH: So the trash room is the 5 trash shoots in the bottom right-hand corner, 6 the purple stair, and then next to it is the 7 reddish room. That's the trash room. There 8 would be a trash shoot into there. 9 The plan is the garbage truck would 10 back down the ramp. The ramp is really not that 11 steep. The garbage person would go into the 12 garage door, wheel the trash containers out, 13 dump them, wheel them back in. That's the trash 14 plan. They are not wheeling them down to the 15 street. It's all done onsite. 16 CHAIRMAN CASHMAN: Small dumpsters? 17 MR. WALSH: Yeah, just two yard 18 dumpsters. 19 MR. WILLOBEE: Is there more frequent 20 pickup with this many units? 21 MR. WALSH: That's something you 22 usually work out with the trash company. A
47 1 my questions have been answered. 2 A couple questions I do have. 3 Regarding the floodplain, I looked at the storm 4 water report. It looks like you guys are at 5 695, the elevation you were trying to go for. 6 The garage door, though, it talks 7 about a retaining wall being used to protect the 8 garage. I don't really see that on the 9 elevations or on the site plan. 10 MR. WALSH: So the way it's designed is 11 there is a wall around the garage. There's a 12 retaining wall around the -- You can kind of see 13 it there. The top of that wall will be at or 14 above the floodplain line and where the driveway 15 crests, that will hit it, too. That's kind of 16 our border. It goes around that ramp that goes 17 down. 18 MR. WILLOBEE: You're assuming no water 19 will make it down into the ramp? 20 MR. WALSH: Right. In theory, the 21 water would come into the edge of that wall and 22 knock down and pour over down into the --	49 1 building like this, twice a week, you know, 2 something like that is typical. If it becomes a 3 problem, it's three times a week and you pay 4 another 25 bucks a week. 5 MR. MITCHELL: Sometimes the 6 communities are franchised in the refuse 7 services and that changes the way you approach 8 it. If you can competitively bid it, you get a 9 lot of whatever you want. We want your guy 10 there on the truck and move it -- In 11 environments where it's franchised, sometimes it 12 handcuffs a little bit. We have talked to a 13 couple of different refuse companies and this 14 concept of backing down is what Republic 15 Services -- What's that? 16 CHAIRMAN CASHMAN: Hinsdale is 17 Republic. 18 MR. MITCHELL: That's who we spoke 19 with. This doesn't seem to be an issue. As far 20 as -- I think Chris correctly answered that it 21 would be twice a week. That's what we're -- We, 22 actually, think it's one-and-a-half a week but

50 1 it doesn't work like that. 2 MR. WILLOBEE: Okay. I'm more 3 interested in noise because trash pickup is very 4 loud. 5 MR. MITCHELL: Ultimately, it does work 6 almost like clockwork. You get on a route and 7 it -- they show up at the same time. Thank you. 8 MR. WILLOBEE: I also have concerns 9 about the sound with the TV. It sounds like you 10 have already offered ways to address that, so I 11 just wanted to put it on the record. 12 MR. MITCHELL: Acknowledged. 13 MR. WILLOBEE: Going back to storm 14 water. I think we heard from residents about 15 flooding in this area. I know you guys were 16 reducing the impervious area. With the addition 17 of the parkways, is there any chance for 18 retention or something like that in the parkway? 19 Retrofitting doesn't give you a lot of 20 opportunity but is there a way to chip away at 21 some of the flooding issues in this area? 22 MR. WALSH: I'm not a civil engineer.	52 1 MS. CRNOVICH: There used to be the 2 dancing sewer cap. 3 MR. KRILLENBERGER: I, actually, saw a 4 car drive into that area and stall and bubbles 5 come off of its tailpipe. That was ten years 6 ago. 7 MR. MITCHELL: That was before we added 8 all of this pervious area. Mike mentioned an 9 idea and an opportunity where we have these 10 nonconforming spaces that are directly south of 11 the existing building and we could explore bio 12 spills in that space. That's something that we 13 can, potentially, look at with the village 14 engineer. 15 Want to add anything to that. 16 MR. O'CONNOR: We're taking those 17 spaces out. That becomes parkway. We're not 18 the engineer, but we could have him look at it. 19 MR. WILLOBEE: I know it's not required 20 by the DuPage County Ordinance. Just a 21 consideration. I'm always a big fan of where we 22 have historical flooding looking for
51 1 He couldn't be here tonight. We have worked 2 with them quite a bit. We have -- You know, we 3 have even done the stone and that in the park. 4 We have gotten rid of as much impervious area as 5 we can. I would just say that, you know, the 6 site has been there. I would also say there's, 7 actually, a couple of parcels around there that 8 have actually gotten removed from the 9 floodplain. The flooding is not as -- I don't 10 know if it's changed over the years or what. It 11 seems like the floodplain is actually adjusting 12 to our favor on this. Maybe if we wait long 13 enough, we don't have to do floodplains. We 14 have talked with the civil engineer. He, 15 really, is not concerned about the amount of 16 water and that right now. 17 CHAIRMAN CASHMAN: It's been quite a 18 while. 19 MR. KRILLENBERGER: Ten years. I don't 20 know what they did for drainage. 21 CHAIRMAN CASHMAN: We have been 22 separating sewers. That's probably helping.	53 1 opportunities, even on a small scale, to chip 2 away at flooding issues. 3 MR. MITCHELL: Noted. Thank you. 4 MS. FIASCONE: I read this about the TV 5 today and I knew everybody was going to be upset 6 about it. I, actually, don't think it's a 7 problem. I think it solves a problem, actually. 8 I think if somebody is going to have -- if they 9 want to have a TV out there, they are going to 10 do one of those blow-up TVs and have their 11 kid's, you know, Frozen birthday party out 12 there, they are going to do it. I'm sorry that 13 you have a stinker of a neighbor. 14 And help with -- The 15 age-restriction helps. There won't be any 16 ragers out on that patio. That's just my two 17 cents on the TV. I think that the items we're 18 tasked with reviewing tonight are all pretty 19 minor and they check out and it looks great. 20 I think you're right, there should 21 be a case study on your submission and your 22 ability to work well with the village. It's

54 1 been great and so nice to have a packet -- 2 right, Julie -- like this, so thank you. 3 MS. CRNOVICH: Bethany is a big part of 4 that. 5 MR. MITCHELL: All that credit goes to 6 this gal. She is a constant professional, kept 7 us in line. She's just a total pro. We have 8 done this in so many communities. We are so, so 9 incredibly fortunate to have Bethany Salmon. 08:35:48PM 10 And Robb McGinnis is pretty good, too. 11 MR. KRILLENBERGER: He's not here. 12 CHAIRMAN CASHMAN: I really think it's 13 a great project. I really appreciate you 14 responding to the board's concerns and some of 15 our concerns. I'm really excited about the 16 project. I think it's a great reuse. I'm not 17 totally worried about the sound there because 18 there's four units that face that spot. I think 19 they would be more impacted by the sound than 08:36:17PM 20 the neighbors. I think it's something to 21 consider in the bylaws, something you can put in 22 there, as far as hours and volume. I think that	56 1 your name. 2 MR. HINES: My name is Tom Hines. I 3 live at 116 South Vine Street, across the street 4 from this project. Like all of you, I think 5 they did a beautiful job. You have done a 6 beautiful job designing the building. 7 My wife and I have lived there for 8 45 years in that neighborhood, so we have seen a 9 lot. If you have any questions about what it's 08:37:53PM 10 been like on any subject, I will be happy to 11 answer them. 12 From the beginning of this project, 13 I have been in favor of it, only because of how 14 much it's going to improve the look of -- and 15 the building itself is a beautiful building, 16 it's great it's being restored. It's going to 17 be visually better. That whole side of the 18 street has been an improvement. 19 When we moved in there, it was -- I 08:38:22PM 20 believe -- what do they call it -- a buffer zone 21 and it allowed low-volume businesses over there. 22 Through the years many, many came and went and
55 1 would help. And, again, it's people being good 2 neighbors. I really like it. I think it's 3 great that it worked out with the storm water. 4 Very creative solution to raise that. 5 I thought I was reading that -- 6 What's the current capacity? Do you have some 7 three-bedroom units, too, or are they all two? 8 I thought our plans didn't really reflect some 9 of those in the description. 08:38:48PM 10 MR. WALSH: I have it written down. 11 It's two-plus den. There are no more three 12 bedrooms. It was something that had come up. 13 Actually, as we reworked things, that worked 14 out. There's one one-bedroom because of the 15 sprinkler room but everything else is two 16 bedrooms or two-plus den. 17 CHAIRMAN CASHMAN: Great. Any other 18 questions or comments from the commissioners or 19 anyone here in the audience who would like to 08:37:17PM 20 speak to this matter? 21 I see no one in the audience. 22 Please, sir, come on up and tell us	57 1 they were, indeed, low-volume businesses. 2 So, from the beginning of this 3 project, my two concerns were the parking and 4 the flood zone. Before I talk about those two, 5 I'm going to add sound, because this is all new 6 to me since the last meetings. I have been to 7 every meeting there is on this. 8 This is the first I have heard of 9 the TV situation. I mean, for what it's worth, 08:39:03PM 10 I vote it down. At one point, that school was 11 used as a music school. That ended our sitting 12 on our front porch. Until you have heard a 13 trombone playing Vehicle by The Ides of March 14 over and over and over again on a summer 15 evening -- It was loud. We're three, almost 16 four blocks away from the swimming pool and 17 every time they have their annual weekend here, 18 On your mark, get set, swim -- Sound does 19 travel. And, I mean, that is something I'm not 08:39:45PM 20 looking forward to. Guess what? We call the 21 police when it's too loud or what. 22 MR. JABLONSKI: Only after

58 1 10:00 o'clock. 2 MR. HINES: I know that's something 3 we're not going to be that happy with. That's 4 my new gripe about it. Okay. My main concern 5 is the parking. 6 Let me talk about the flood zone 7 next. In the 45 years we have lived there, yes, 8 it has gotten better. I don't know exactly what 9 they did along Hinsdale Avenue to make it better 10 but, routinely, every time it rained hard, I was 11 down there at the corner, you know, with my rake 12 and my -- you know, getting the leaves off 13 the -- and with hip boots on and everything. So 14 it's gotten better. I just -- I don't 15 understand the engineering aspect of it. As 16 long as whatever you're doing there is not 17 putting any more water onto Vine Street because 18 it's still something that, yes, I have seen many 19 cars drive into that and not drive out. It's 20 still -- It still floods but, you know, it is 21 better. I just don't want it to get worse again 22 because all of that water. Whatever you're	60 1 eight and nine cars parked along that side of 2 the street, totally ignoring no parking from 3 here to the corner, which is in front of the 4 second house there. 5 Now people stop there and go in and 6 get their smoothie from that food place, but the 7 main thing is the counseling. It comes and goes 8 every hour. There are many hours of the day 9 where it is lined with traffic. Okay. Well, I 10 don't know how that business got in there but 11 it's there, we'll live with it. But what I'm 12 concerned about is whatever this is going to 13 generate. 14 One question I have is: What is 15 the decision on what Second Street is going to 16 be? Right now it's one-way. I don't know what 17 you think is going to happen to it. If it stays 18 one-way, that means everybody who comes out of 19 this building has to turn right and then will 20 join the traffic on Vine Street. I think it's 21 imperative that that become a two-way street now 22 so that people don't have to turn right when
59 1 doing with it, I trust you to do the right thing 2 with it. That was a major concern. 3 Now, the main concern, though, is 4 the parking. I have never complained about 5 parking on that street. It's always been great. 6 It's never been allowed on our side of the 7 street. It's always been allowed on the other 8 side of the street that all of those businesses 9 that came and went never generated enough 10 traffic that I even cared, noticed. It was like 11 lawyers and it was insurance and an architect 12 had an office there. All of those -- They were 13 asked to put parking behind their buildings and 14 they all did. 15 This latest is the counseling 16 services that moved in a couple of years ago 17 that has really made it ridiculous there. They 18 have six counselors, they have six appointments 19 every hour. And, although, you could drive by 20 there at one point in the day and not see a 21 single car, if it's -- there's no appointments 22 that hour. There are also times where there are	61 1 they come out of there. 2 The other part is, as I said, 3 parking has never been allowed on the west side 4 of Vine Street. But once the school closed, and 5 I think it was the year they redid Vine Street 6 with the paving on Vine Street, the no-parking 7 school zone signs got taken out. And a couple 8 of years later, I was at a meeting here for 9 something else, and I happen to mention that now 10 there's no signs there and everybody at that 11 meeting agreed, oh, no, there's still no parking 12 there. 13 I'm like, There's no signs that say 14 that. So the signs that got put up now say "No 15 parking." There's one at the corner house and 16 then our house doesn't have one in front of it. 17 There's one in front of -- I don't think the 18 next one has one in front of it. Then there's 19 one in front of the fourth house. Maybe Dennis 20 knows. Anyway, it all says is "No parking." 21 Well, it doesn't say it in front of my house, so 22 people park there, especially because the other

62 1 side of the street is full. 2 I think that that's got to say -- 3 If it's going to stay no parking there, which I 4 really, really beg of you all to support that, 5 the signs need to say "No parking this side of 6 the street," because I just go out and tell 7 people, You know, there's no parking here. 8 Oh, well, I'm just running in to 9 get a smoothie or something. 08:45:03PM 10 I go out and -- Well, I hope the 11 police don't come. I hope they do, actually. 12 Anyway, just, please, no parking this side of 13 street maybe would make it clear. I don't know. 14 Yeah. I just -- I'm concerned -- I guess the 15 main thing is you have to make that a two-way 16 street, otherwise, all of those cars are going 17 to have to turn right and then they are going to 18 be on Vine Street to join the crowds. 19 With all of the lawn maintenance 08:45:34PM 20 services that people use -- I mean, there's 21 probably six different lawn services that come 22 to our block because everybody uses a different	64 1 the discussions at the board level and 2 engineering regarding Second Street? 3 MS. SALMON: There were discussions 4 originally to make the street two-way. The 5 village board had decided to keep it one-way. 6 That's something that could be decided later 7 down the road. Looking at it as not changing 8 too much the traffic pattern and coming back 9 later. That was a concern. 08:47:03PM 10 It wasn't completely ruled out. 11 It's just not part of this approval and 12 something to look at separately. The 13 recommendation was to keep it one-way, which is 14 how the plans are right now. 15 MR. KRILLENBERGER: There had been 16 discussion about Zion Lutheran making their 17 parking spaces available for construction, busy 18 seasons, holidays. Has that progressed? 19 MR. MITCHELL: That's correct. Real 08:47:35PM 20 quickly. The construction parking, there's a 21 previously existing parking lot on the site, so 22 we can park there for construction vehicles, as
63 1 one. There's always one of those there, there's 2 the eight or nine cars for the counseling 3 service, you know, somebody else has a delivery 4 from FedEx. I mean, we sometimes have to wait 5 to get out of our driveway until some, you know, 6 commercial vehicle moves. 7 Those are the concerns I have. I'm 8 looking forward -- I wish -- Oh. Then the final 9 thing is I can't even imagine what you're going 08:46:05PM 10 to do with all of the work -- the construction 11 vehicles when you're working on this thing. 12 MR. MITCHELL: Don't change those signs 13 for a little bit -- I'm kidding. 14 MR. HINES: I don't even know -- I 15 can't imagine. I wish I could go to sleep and 16 wake up and it's all done and everything is 17 fine. That's -- Another concern is the 18 construction. I guess that's it for now. 19 CHAIRMAN CASHMAN: Okay. Thank you. 08:46:31PM 20 Appreciate it. I thought it stated it in the 21 here in the packet that the village was still 22 recommending that it stay one-way. What were	65 1 well as, once the garage is completed, they can 2 park in the garage. There is a letter that was 3 gracious and generous that the church produced 4 that there would be a collaboration if we have a 5 resident who has an overnight guest, if a 6 grandchild comes for a long weekend, they are 7 willing to work with us on that, and we 8 appreciated that. 9 I don't think we are going to 08:46:08PM 10 further contribute to the parking issues. I 11 don't know there's any solving of them. With 12 the baseball team that was using the facility, 13 that seemed to -- that was a couple years ago -- 14 that generated, really, a lot of traffic. Maybe 15 our residents will be the ones that are using 16 the consulting services and are walking now. I 17 don't know about that. Thank you. 18 CHAIRMAN CASHMAN: Does someone else 19 want to speak? 08:46:43PM 20 MR. DIORIO: Daniel Diorio. I just 21 moved in. I'm on the opposite side of the 22 longevity spectrum as Tom. I moved into

66 1 128 South Vine three months ago. The last thing 2 I want to be is an impediment or a barrier to 3 any of this. It sounds like this is the end of 4 a long journey for you all, which I can 5 appreciate. 6 I would second Tom's point about 7 the parking. Then, I guess, more, sort of, 8 broadly having access to the materials that you 9 all have. Frankly, it's pretty significant 10 implications. Balconies that will now be 11 looking into my house, which heretofore, I was 12 entirely unaware of. Again, I don't want to 13 slow the process down but, for my own 14 edification, it would be helpful to review, sort 15 of, the full proposal. 16 CHAIRMAN CASHMAN: If you go to the 17 village website Plan Commission, the entire 18 package is there on the PDF. You can review it. 19 MR. DIORIO: Thank you. 20 CHAIRMAN CASHMAN: Anyone else? 21 (No response.) 22 Seeing none, should we close the	68 1 MS. SALMON: Commissioner Haarlow? 2 MS. HAARLOW: Aye. 3 MS. SALMON: Commissioner Curry? 4 MS. CURRY: Aye. 5 MS. SALMON: Commissioner 6 Krillenberger? 7 MR. KRILLENBERGER: Aye. 8 MS. SALMON: Commissioner Jablonski? 9 MR. JABLONSKI: Aye. 10 MS. SALMON: Commissioner Crnovich? 11 MS. CRNOVICH: Aye. 12 MS. SALMON: Commissioner Willobee? 13 MR. WILLOBEE: Aye. 14 MS. SALMON: Commissioner Fiascone? 15 MS. FIASCONE: Aye. 16 MS. SALMON: Chairman Cashman? 17 CHAIRMAN CASHMAN: Aye. 18 Commissioners, thoughts, comments? 19 Seems like everyone likes the proposal. 20 Any conditions you want to put on 21 the recommendation? We talked about for the 22 outdoor area, restrictions on hours and volume
67 1 public hearing? 2 MS. CURRY: One more question. The 3 question about the no parking versus the no 4 parking this side of street, is that something, 5 since it was supposed to be there, can we make 6 that correction? 7 MS. SALMON: Yeah. That's something I 8 can work with Mr. Hines on. If we're lacking 9 some street signs, that's something that we can 10 look at. That's completely separate from this. 11 I have talked about that before, so we can 12 certainly follow up. 13 MS. CURRY: Thank you. 14 MS. CRNOVICH: We have a sign in front 15 of our house but it's no parking this side of 16 street, so it's usually not a problem. 17 CHAIRMAN CASHMAN: Can I have a motion 18 to close the public hearing? 19 MS. CRNOVICH: So moved. 20 MR. KRILLENBERGER: Second. 21 CHAIRMAN CASHMAN: Roll call vote, 22 please.	69 1 and to put that in the bylaws. And I would like 2 the village board to reconsider the two-way 3 street. 4 MS. CURRY: Me, too. 5 CHAIRMAN CASHMAN: It made sense when 6 it was a school. It was pretty common safety 7 for kids going the same direction. It seems 8 like it doesn't make sense anymore. It would 9 be -- I want the trustees to reconsider that. 10 MS. HAARLOW: I agree. 11 MS. CURRY: Agree. 12 CHAIRMAN CASHMAN: Any other comments? 13 (No response.) 14 Can I have a motion to approve 15 A-38-2022 for planned development detailed plan, 16 exterior appearance and site plan review, map 17 amendment, tentative and final plat of 18 subdivision, and sign permit review to allow for 19 the development of 12 age-restricted lifestyle 20 housing units within an existing building 21 located at 125 South Vine Street, as submitted 22 with the recommendation to investigate bylaws

1 for the sound hours and volume, and then ask the
 2 board to look at parking signs in the
 3 neighborhood, and then the two-way street. And
 4 I also like the idea to investigate anything
 5 else you can do with the storm water, too. If
 6 you can add some kind of wall, that would be
 7 great.

8 That will would be so moved.

9 MS. CURRY: Second, Curry.

08:52:34PM

10 CHAIRMAN CASHMAN: Roll call vote,
 11 please, Beth.

12 MS. SALMON: Commissioner Haarlow?

13 MS. HAARLOW: Aye.

14 MS. SALMON: Commissioner Curry?

15 MS. CURRY: Aye.

16 MS. SALMON: Commissioner

17 Krillenberger?

18 MR. KRILLENBERGER: Aye.

19 MS. SALMON: Commissioner Jablonski?

20 MR. JABLONSKI: Aye.

21 MS. SALMON: Commissioner Crnovich?

22 MS. CRNOVICH: Aye.

1 MS. SALMON: Commissioner Willobee?

2 MR. WILLOBEE: Aye.

3 MS. SALMON: Commissioner Fiascone?

4 MS. FIASCONE: Aye.

5 MS. SALMON: Chairman Cashman?

6 CHAIRMAN CASHMAN: Aye.

7 (Which were all of the
 8 proceedings in the above
 9 entitled cause.)

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STATE OF ILLINOIS)

) ss:

COUNTY OF DU PAGE)

I, KRISTI LANDOLINA, Certified
 Shorthand Reporter, Registered Professional
 Reporter, and Notary Public in and for the
 County DuPage, State of Illinois, do hereby
 certify that previous to the commencement of the
 examination and testimony of the various
 witnesses herein, they were duly sworn by me to
 testify the truth in relation to the matters
 pertaining hereto; that the testimony given by
 said witnesses was reduced to writing by means
 of shorthand and thereafter transcribed into
 typewritten form; and that the foregoing is a
 true, correct and complete transcript of my
 shorthand notes so taken aforesaid.

IN TESTIMONY WHEREOF I have
 hereunto set my electronic signature this
 23rd day of October, A.D. 2023.

/s/ Kristi Landolina
 KRISTI LANDOLINA, CSR, RPR
 C.S.R. No. 84-004611,
 Notary Public, DuPage County

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

CLERK'S CERTIFICATE

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

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A TENTATIVE AND FINAL PLAT OF
SUBDIVISION – VINE STREET STATION PLANNED DEVELOPMENT
(HOLLADAY PROPERTIES SERVICES MIDWEST, INC. AND ZION LUTHERAN
CHURCH – 125 S. VINE STREET AND A PORTION OF 116 S. GRANT STREET)**

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

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

Village Clerk

[SEAL]

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE VILLAGE OF
HINSDALE RELATIVE TO PROPERTY LOCATED AT
125 S. VINE STREET AND A PORTION OF 116 S. GRANT STREET – HOLLADAY
PROPERTIES SERVICES MIDWEST, INC. AND ZION LUTHERAN CHURCH**

WHEREAS, an application (the “Application”) to amend the Official Zoning Map of the Village of Hinsdale by changing the zoning of property located at 125 S. Vine Street (former private school building) and a portion of 116 S. Grant Street from IB Institutional Buildings Zoning District to O-1 Specialty Office District (the “Proposed Map Amendment”) has been filed with the Village by Holladay Properties Services Midwest, Inc. and Zion Lutheran Church (collectively, the “Applicant”) pursuant to Section 11-601 of the Hinsdale Zoning Code; and

WHEREAS, the Application was referred to the Plan Commission of the Village for consideration and a hearing, and has otherwise been processed in accordance with the Hinsdale Zoning Code, as amended; and

WHEREAS, the property to be rezoned through the Proposed Map Amendment (the “Subject Property”) is 0.61 acres located at 125 S. Vine Street (former private school building) and a portion of 116 S. Grant Street (single-family home) and was previously located within an existing planned development. The Subject Property is proposed to be rezoned from IB Institutional Buildings District to the O-1 Specialty Office Zoning District, which will allow for the proposed Lifestyle Housing use within a currently proposed planned development known as Vine Street Station. The Subject Property is legally described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, the Application was concurrently submitted with applications seeking Planned Development Detailed Plan approval, Exterior Appearance and Site Plan Review and approval, approval of a Tentative and Final Plat of Subdivision, and Sign Permit Review and approval, which are addressed in separate ordinances; and

WHEREAS, on October 11, 2023, the Plan Commission held a public hearing on the Application pursuant to notice thereof properly published in *The Hinsdalean*, and, after considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the Proposed Map Amendment by a vote of eight (8) in favor and zero (0) against, all as set forth in the Plan Commission’s Findings and Recommendation for Plan Commission Case No. A-38-2022 (“Findings and Recommendation”), a copy of which is attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village have duly considered the Findings and Recommendation of the Plan Commission and the

factors set forth in Section 11-601(E) of the Hinsdale Zoning Code and all of the facts and circumstances affecting the Application.

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

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

Section 2: Findings. The President and Board of Trustees, after considering the Findings and Recommendation of the Plan Commission, and other matters properly before it, adopts and incorporates the Findings and Recommendation of the Plan Commission, a copy of which is attached hereto as **Exhibit B** and made a part hereof, as the findings of this President and the Board of Trustees, as completely as if fully recited herein at length. The President and Board of Trustees further find that the Proposed Map Amendment is demanded by and required for the public good.

Section 3: Map Amendment. Pursuant to the authority granted under Division 13 of the Illinois Municipal Code (65 ILCS 5/11-13-1, et seq.) and the Hinsdale Zoning Code, the President and Board of Trustees of the Village of Hinsdale approve the Proposed Map Amendment, and the Official Zoning Map of the Village of Hinsdale, DuPage and Cook Counties, Illinois, as amended, is further amended by changing the zoning classification of the Subject Property legally described in **Exhibit A** from an IB Institutional Buildings District designation to the O-1 Specialty Office Zoning District designation.

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

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

Thomas K. Cauley, Jr., Village President

ATTEST:

Emily Tompkins, Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY BEING REZONED

LEGAL DESCRIPTION OF THE PROPERTY

LOTS 11 AND 12 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

**COMMONLY KNOWN AS: 125 S. VINE STREET, HINSDALE, ILLINOIS
PINS: 09-12-110-006-0000 AND 09-12-110-007-0000**

AND

PART OF LOT 10 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

**COMMONLY KNOWN AS: A PART OF 116 S. GRANT STREET, HINSDALE, ILLINOIS
PINS: 09-12-110-014-0000 AND 09-12-110-015-0000**

EXHIBIT B

FINDINGS OF FACT AND RECOMMENDATION OF THE PLAN COMMISSION

(ATTACHED)

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

APPLICATION: 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

PROPERTY: 125 S. Vine Street – Former private school building (PINs: 09-12-110-006; 09-12-110-007); 204 S. Grant Street – Membership organization building / church with child day care and preschool (PINs: 09-12-111-010; 09-12-111-011; 09-12-111-012; 09-12-111-017); 116 S. Grant Street – Single-family home / Pastor’s residence (PINs: 09-12-110-014; 09-12-110-015)

APPLICANT: Holladay Properties Services Midwest, Inc. and Zion Lutheran Church

REQUEST: Planned Development Detailed Plan and associated waivers to the Zoning Code and Village Code, Exterior Appearance and Site Plan Review, Map Amendment, Tentative and Final Plat of Subdivision, and Sign Permit Review Text Amendment, Planned Development Concept Plan, Special Use Permit, and Major Adjustment to the Zion Lutheran Church Planned Development

PLAN COMMISSION (PC) REVIEW: October 11, 2023

BOARD OF TRUSTEES 1ST READING: November 7, 2023

SUMMARY OF REQUEST: The Village of Hinsdale received an application from Holladay Properties Services Midwest, Inc. requesting 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, a proposed planned development 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.

The Detailed Plan approval includes certain waivers and variations from the Village of Hinsdale Zoning Code (the “Zoning Ordinance”) and the Village Code (the “Village Code of Hinsdale”) relative to the Planned Development. The various waivers and variations (“Waivers and Variations”) sought by applicant are attached hereto as **Exhibit 1** and made a part hereof.

Office buildings in the O-1 Specialty Office District are located to the north and to the east of the property. Single-family detached homes in the R-4 Single Family Residential District are located to the south, east, and west of the subject property. Zion Lutheran Church is located to the south across Second Street in the IB Institutional Buildings District.

BACKGROUND: On August 16, 2022, the Village Board approved the following ordinances related to this project:

1. 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.

2. Ordinance No. O2022-22 – An Ordinance approving 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
3. 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.

PUBLIC HEARING SUMMARY: A public hearing for the submitted applications was held on Wednesday, October 11, 2023, in Memorial Hall, in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois, pursuant to a notice published in *The Hinsdalean* September 14, 2023. A copy of the published notice is attached hereto as Exhibit 2 and made a part hereof. Mailed notice was sent to nearby property owners and a sign was posted by the applicant, as required by the Village's Zoning Ordinance ("Zoning Code"). In addition, the Village publicized the public hearing on its website.

At the duly and properly noticed public hearing, Drew Mitchell, representing Holladay Properties Services Midwest, Inc., provided a presentation to the Plan Commission on the proposed development. Christopher Walsh, the architect for the project representing Tandem, Inc., and Lauren Kavanaugh, the project attorney representing LK Law, LLC, were also present and assisted with the presentation. Mr. Walsh described the changes to the proposed plans since the prior approvals were granted in August 2022. Ms. Kavanaugh provided an overview of the Condominium Association Bylaws and Covenants, which includes age-restricted provisions requiring 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 to be compliant with the Fair Housing Act. Other members of the project team and a representative of Zion Lutheran Church were in attendance in the audience.

Chairman Cashman noted that the Plan Commission and Village Board shall consider whether the Planned Development Detailed Plan is in substantial conformity with the approved Concept Plan in accordance with the regulations of Section 11-603(D) 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.

Following the presentation, the Plan Commission members asked the applicant questions and provided feedback on the project. The applicant responded to the questions by the Plan Commission members. Topics discussed during the public hearing included proposed changes to the plans since the Concept Plan approval, Federal Fair Housing Act laws and the age-restricted limits proposed in the Condominium By-laws, the proposed height of the flagpole with possible lighting and noise concerns, the removal of the required loading space on site, the moving in process for future residents, details on the interior layout and design of the building, demand and interest in units, proposed lighting on the building, future signage for the park spaces, trash pick-up, floodplain and stormwater details, flooding concerns, and various relief requested to the bulk regulations in the Zoning and Village Code.

Of note, there were several discussions over the outdoor television proposed in the private courtyard to the south of the building. Commissioners noted concerns over noise and the hours of operation, which could negatively impact adjacent residents in the area, as well as safety issues due to the possible distraction to people driving vehicles on Second Street. There was a discussion over possible solutions without removing the outdoor TV. Mr. Mitchell noted the importance of including an outdoor TV in the development as this area would serve as an outdoor living room to future residents and help create a community space. Mr. Mitchell stated they would look into design options and adding language into the by-laws that would mitigate negative impacts to neighboring properties or safety concerns.

Commissioners noted support for the project, commenting they appreciated historic preservation and repurposing of the building, liked the design of the building and site, and thought there was a need for this type of housing in the community for residents looking to down-size.

Testimony was taken and heard by the Plan Commission on application requests. All persons testifying during the public hearing were sworn in prior to giving testimony. All persons wishing to be heard were given the opportunity to provide testimony on their own behalf.

Two (2) members of the public spoke at the public hearing. Members of the public expressed overall support for the project, but discussed potential concerns over stormwater, the floodplain, past flooding, the outdoor TV, and parking. One resident noted that flooding frequently occurred in the past on Vine Street and Second Street. Although flooding has gotten better over time, they do not want the development to make flooding in the area worse. There was a discussion over past flooding and stormwater. The applicant noted that they are decreasing impervious surface area as part of the project and will meet all DuPage County and Village code requirements. Commissioners noted that the applicant could look into other methods to increase stormwater volume as part of the project to prevent flooding.

Residents also brought up existing parking issues in the area from the businesses currently located on the east side of Vine Street. They did not want this development to exacerbate parking issues. A resident stated that people visiting the businesses on the east side of Vine Street regularly park on the west side of Vine Street, which is not allowed. The resident asked if the Village could look into replacing the existing No Parking Any Time signs to "No Parking This Side of Street". The hope is that this language will make it clearer to visitors that they cannot park anywhere on the west side of the street. It was also requested that the Village look into adding more "No Parking" signs on the west side of Vine Street, investigate if Second Street can be converted into two-way traffic, and how construction will be staged at the site.

There was a discussion over the conversion of Second Street from one-way to two-way traffic. A resident noted that keeping the street one-way could impact traffic negatively on Vine Street. The Village Board had previously determined during the discussions for the Planned Development Concept Plan that Second Street would remain one-way.

One resident also noted that he did not have access to the packet materials prior to the meeting and was informed that the materials are located on the Village's website for review.

There being no further questions or members of the public wishing to speak on the application, the public hearing was closed.

A transcript of the public hearing is attached hereto as **Exhibit 3** and made a part hereof.

MOTIONS AND RECOMMENDATIONS: Following the close of the public hearing on October 11, 2023, a motion was made by Commissioner Willobee, seconded by Commissioner Curry, to recommend approval of a Planned Development Detailed Plan with associated waivers to the Zoning Code and Village Code, 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, for Case A-38-2022, subject to the following conditions:

1. The applicant shall investigate amendments to the Condominium By-laws to address noise and hours of operation for the proposed outdoor television.
2. The applicant shall investigate if additional stormwater management infrastructure or practices may be used.

In addition, the Plan Commission recommended that the Village Board evaluate changes to parking signs on adjacent streets in the neighborhood and consider converting Second Street from a one-way street to a two-way street.

The motion carried by the roll call vote of eight (8) ayes and zero (0) nays, with one (1) absent, as follows:

AYES: Commissioners Haarlow, Curry, Krillenberger, Jablonski, Crnovich, Willobee, Fiascone, and Chairman Cashman

NAYS: None

ABSTAIN: None

ABSENT: Commissioner Moore

FINDINGS ON THE PROPOSED PLANNED DEVELOPMENT DETAILED PLAN: The Plan Commission, based upon the evidence presented at the public hearing, and pursuant to Section 11-603(D)(3)(e) of the Hinsdale Zoning Code, makes the following Findings as to the application requesting Planned Development Concept Plan approval:

1. The Detailed Plan is in substantial conformity with the previously approved Concept Plan. Any changes to the plans were considered warranted. The Plan Commission found this standard to have been met;

2. The Detailed Plan complies with all conditions imposed in Ordinance No. O2022-22 approving the Concept Plan. The Plan Commission found all conditions set forth in the Ordinance approving the Concept Plan have been met; and
3. The Detailed Plan complies with the provisions of the Hinsdale Zoning Code, and all other applicable federal, State and Village codes, ordinances and regulations, with the exception of the requested associated waivers to the Zoning Code and Village Code. The Plan Commission found this standard to have been met.

The Plan Commission found the Standards for a Special Use Permit for a Planned Development and Lifestyle Housing set forth in Section 11-602(E)(1) of the Zoning Code, the specific objectives sought to be accomplished through the Planned Development process set forth in Section 11-603(B) of the Zoning Code, the Additional Standards for Planned Developments set forth in Section 11-603(E)(2) of the Zoning Code, and the Standards for lifestyle housing set forth in Section 11-603(M) to be met in the Findings incorporated in Ordinance No. O2022-22, the Planned Development Concept Plan and Special Use Permits for a Planned Development and Lifestyle Housing for Vine Street Station, and various waivers to the Zoning Code and Village Code, approved by Village Board of Trustees on August 16, 2022.

FINDINGS ON WAIVERS/VARIATIONS TO REGULATIONS: The list of Waivers and Variations sought by the Applicant is attached hereto as Exhibit 1 and made a part hereof. The Plan Commission, based upon the evidence presented at the public hearing, and pursuant to Section 11-603(H) of the Zoning Code, makes the following Findings as to the Waivers and Variations to regulations sought as part of the Planned Development:

1. The Waivers and Variations will achieve the purposes for which Planned Developments may be approved pursuant to the Hinsdale Zoning Code and Village Code. The Planned Development has been the subject of an extensive review and approval process. The majority of the requested Waivers and Variations are a result of existing conditions, such as building setbacks, and due to the repurposing of an existing building. Detailed findings relative to the Planned Development are set forth in the Plan Commission findings and recommendations in Ordinance No. O2022-22, approved by Village Board of Trustees on August 16, 2022. This standard has been met;
2. The Waivers and Variations will not violate the general purposes, goals, and objectives of the Zoning Code, Village Code, or Comprehensive Plan. The Planned Development has been the subject of an extensive review and approval process. The majority of the requested Waivers and Variations are a result of existing conditions, such as building setbacks, and due to the repurposing of an existing building. Detailed findings relative to the Planned Development and its consistency with the purposes, goals, and objectives of the Zoning Code are set forth in the Plan Commission findings and recommendations in Ordinance No. O2022-22, approved by Village Board of Trustees on August 16, 2022. This standard has been met; and
3. The Waivers and Variations will result in a development providing compensating amenities to the Village. The Waivers and Variations shall facilitate the proposed development and the amenities provided to the Village by the Planned Development. The proposed Planned Development includes various open space amenities, including a corner pocket park to be privately owned and maintained, but accessible to the public. Improvements to the Village right-of-way are also proposed.

FINDINGS ON THE PROPOSED TENTATIVE AND FINAL PLAT OF SUBDIVISION: In accordance with Section 11-603(D)(3) of the Zoning Code, when a subdivision of land subject to the Hinsdale Subdivision Ordinance is proposed in connection with a Planned Development, review of the Tentative Plat of the proposed subdivision shall be carried out simultaneously with review of the Detailed Plan. The proposed Tentative and Final Plat of Subdivision shall be in compliance with the Subdivision Regulations outlined in Title 11 of the Village Code.

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.

FINDINGS ON THE PROPOSED MAP AMENDMENT: The Plan Commission, based upon the evidence presented at the public hearing, and pursuant to Section 11-601(E) of the Hinsdale Zoning Code, made the following Findings as to the Proposed Map Amendment:

STANDARDS FOR APPROVING MAP AMENDMENT: Section 11-601(E) of the Zoning Code provides that the wisdom of amending the zoning map or the text of the Zoning Code is a matter committed to the sound legislative discretion of the board of trustees and is not dictated by any set standard. However, in determining whether a proposed amendment should be granted or denied the board of trustees should be guided by the principle that its power to amend this code is not an arbitrary one but one that may be exercised only when the public good demands or requires the amendment to be made. In considering whether that principle is satisfied in any particular case, the Board of Trustees should weigh, among other factors, certain factors:

1. The consistency of the proposed amendment with the purposes of this code.
2. The existing uses and zoning classifications for properties in the vicinity of the subject property.
3. The trend of development in the vicinity of the subject property, including changes, if any, in such trend since the subject property was placed in its present zoning classification.
4. The extent, if any, to which the value of the subject property is diminished by the existing zoning classification applicable to it.
5. The extent to which any such diminution in value is offset by an increase in the public health, safety, and welfare.
6. The extent, if any, to which the use and enjoyment of adjacent properties would be affected by the proposed amendment.
7. The extent, if any, to which the value of adjacent properties would be affected by the proposed amendment.
8. The extent, if any, to which the future orderly development of adjacent properties would be affected by the proposed amendment.
9. The suitability of the subject property for uses permitted or permissible under its present zoning classification.
10. The availability of adequate ingress to and egress from the subject property and the extent to which traffic conditions in the immediate vicinity of the subject property would be affected by the proposed amendment.
11. The availability of adequate utilities and essential public services to the subject property to accommodate the uses permitted or permissible under its present zoning classification.
12. The length of time, if any, that the subject property has been vacant, considered in the context of the pace of development in the vicinity of the subject property.
13. The community need for the proposed amendment and for the uses and development it would allow.

MAP AMENDMENT FINDINGS: The Plan Commission found that a Map Amendment to allow for the rezoning of the 0.61-acres from the IB Institutional Buildings District to the O-1 Specialty Office Zoning District is generally consistent with the purposes of the Zoning Code. The proposed Map Amendment is consistent with the existing uses and zoning classifications for the properties in the vicinity and the property will be suitable for the proposed twelve (12) age-restricted lifestyle housing units upon rezoning to the O-1 District under the proposed Planned Development.

On August 16, 2022, the Village Board, in Ordinance No. O2022-21, allowed for 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. The proposed Map Amendment would allow for lifestyle housing to be approved as part of a Planned Development and a Special Use in the O-1 District.

The proposed development will provide high-quality condominium dwellings near the downtown, allow for increased housing options for older population which are in limited supply in the Village, and allow for the adaptive reuse of a historic former private school building for Zion Lutheran Church into twelve (12) lifestyle housing units that are compatible with the existing transitional nature of the area that includes a membership organization building and day care, office buildings, and single-family homes in the O-1, IB, and R-4 Districts.

The proposed use of lifestyle housing is intended to provide high quality townhouse and condominium housing that is attractive to existing Hinsdale residents who seek housing that requires less maintenance than single-family detached houses; residents who wish to remain in the village, close to neighbors, friends, and familiar institutions, near downtown shopping and amenities, and close to the transportation center of the village. Lifestyle housing may be appropriate on property near downtown Hinsdale and on property of a transitional nature between the downtown retail environment and nearby single-family residential areas.

The proposed project fits within the trend of development in the vicinity of the subject property. The existing historic building fits within the context of the surrounding neighborhood and the massing, scale, and overall building envelope will be unchanged. The proposed Map Amendment will not diminish the public health, safety, and welfare of the area and will enhance the value, enjoyment, and the use of adjacent properties. The former private school building has been vacant for several years. The current property owner, Zion Lutheran Church, has been unable to find other educational uses or alternative uses to occupy the building. With the proposed approval, the building would be converted into a new use with residential units that contributes to Village property taxes. The proposed Map Amendment will not negatively impact the future development of adjacent properties and will benefit the community by re-developing a site that has been vacant and underused for years.

The proposed development will provide adequate ingress and egress into the site. Access into the site and lower level parking garage will be provided from a driveway off of Second Street. The proposed configuration will create no negative impacts on vehicular traffic patterns. The submitted traffic study found that 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. The Plan Commission asked the Village Board to consider converting Second Street into two-way traffic.

The utilities and essential public services currently available at the site are adequate to accommodate the use. The amendment will not further tax public utilities and facilities in the area. The proposed development will entail improvements to the Vine Street and Second Street right-of-ways. Seven (7) non-complaint angled parking spaces in the Village parkway on Second Street will be removed to bring this area into compliance, and new curb, grass, and two (2) parkway trees will be installed. 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.

FINDINGS ON THE EXTERIOR APPEARANCE AND SITE PLAN REVIEW: In recommending approval of the Exterior Appearance and Site Plan, 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.

With the exception of the requested Waivers and Variations, the proposed plans meet the standards of the Zoning Code and Village Code. The flexibility and use of land permitted by the Planned Development process will allow for the adaptive reuse and conversion of an existing vacant former historic school building into lifestyle housing condominium units and a development targeted at empty-nesters within the Village in a manner that would not be possible through strict application of the Village's standard zoning regulations. The project largely meets the bulk, yard, and space standards for lifestyle housing set forth in set forth in Section 11-603(M)(6), with the exception of building height, which is an existing non-conforming condition and is not increasing under the proposed project. The requested Waivers and Variations require relief from the Village Code and Zoning Code bulk regulations for the O-1 District, fencing, off-street parking, and loading. The project requires zoning relief for various bulk requirements, largely due to existing conditions such as building setbacks.

The proposed site plan will not destroy, damage, detrimentally modify, or interfere with the enjoyment of significant natural, topographical, or physical features of the site or of surrounding property. The proposed site plan does not otherwise adversely affect the public health, safety, or general welfare. The site design, preservation of the existing historic components of the building and proposed architectural details, and the existing building massing and scale, were considered visually attractive and compatible with the surrounding land uses.

The project would benefit the community as a whole by providing additional residential units in the Village in a form that will be attractive to older people looking to downsize from larger single-family homes and live near the downtown area.

The proposed site plan does not create undue traffic congestion or hazards in the public streets, and the circulation elements of the proposed site plan do not unreasonably create hazards to safety on or off site or disjointed, inefficient pedestrian or vehicular circulation paths on or off site. A traffic study by KLOA, Inc. included findings that determined that the condominium 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. The Plan Commission recommended that the Village Board reconsider the conversation of Second Street from one-way to two-way traffic. The proposed development meets parking requirements and additional overflow parking for guests could be accommodated in Zion Lutheran Church's parking lot to the south on Second Street.

The proposed plans provides ample site landscaping, adequate shielding from or for nearby uses, and open space. The proposed site plan improves an existing vacant building and will include new pervious surfaces, landscaping, and the conversion of non-conforming parking on Second Street into a new landscaped parkway with street trees. Open space is provided through three (3) separate outdoor park and amenity spaces with a combined area of 0.26-acres, all of which will be privately owned and maintained by a future homeowner's association. One of the park spaces will be accessible to the public and will provide a benefit to the Village and surrounding neighborhood. The applicant is providing adequate public open space pursuant to the Village's Subdivision Ordinance, to meet the requirements listed in Section 11-1-12(G) of the Village Code.

The proposed site plan does not create unreasonable drainage or erosion problems or fail to fully and satisfactorily integrate the site into the overall existing and planned drainage system serving the Village. The property is located in a floodplain and the development will be required to meet all codes by the Village and DuPage County Stormwater and Flood Plain Ordinance. The proposed development will reduce the amount of impervious surface as part of this project, restore the existing non-conforming parking on Second Street into a landscaped parkway, and will install ample landscaping on site.

Adequate public facilities will be provided. The applicant is proposing three park spaces that will be privately owned and maintained by the future homeowner's association. One of the park areas will be

accessible to the public and two which will be for condominium residents. The proposed outdoor areas will provide a public benefit to the Village and surrounding neighborhood. Improvements are proposed to Village sidewalks and the Second Street right-of-way, where the applicant will install a new curb, grass, and two (2) parkway trees. Additionally, the applicant is coordinating with the Village on a proposed Second Street water main replacement project extending from Vine Street to Grant Street.

The development incorporates quality materials, open spaces, landscaping, and overall design. Because the existing historic building will be preserved as part of the project and the building height will not increase, the scale of the building will remain unchanged and will fit into the surrounding area. Many of the proposed Waivers from the Zoning Code and Village Code regulations are a result of the existing conditions of the buildings, such as setbacks.

No destruction, loss, or damage of any natural, scenic, or historic feature of significant importance is anticipated, and the proposed Planned Development complies with additional standards imposed upon it through the Zoning Code other than for the waivers requested. The applicant intends to preserve the existing historic building and converted the former school into a residential use. The requested deviations from the Zoning Code regulations are largely a result of non-conforming conditions from utilizing an existing building.

RECOMMENDATION: Based on the findings set forth above, the Village of Hinsdale Plan Commission, by a vote of eight (8) ayes and zero (0) nays, with one (1) absent, recommend approval of a Planned Development Detailed Plan with associated waivers to the Zoning Code and Village Code, 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, a Tentative and Final Plat of Subdivision, and a Sign Permit 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, for Case A-38-2022, subject to the following conditions:

1. The applicant shall investigate amendments to the Condominium By-laws to address noise and hours of operation for the proposed outdoor television.
2. The applicant shall investigate if additional stormwater management infrastructure or practices may be used.

In addition, the Plan Commission recommends that the Village Board evaluate changes to parking signs on adjacent streets in the neighborhood and consider converting Second Street from a one-way street to a two-way street.

Signed: _____

Stephen J. Cashman

Steve Cashman, Chair
Plan Commission
Village of Hinsdale

Date: _____

11/09/23

Vine Street Station – Waivers and Variations to the Zoning Code and Village Code

- 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 Waivers and Variations Included in the Planned Development Concept Plan Ordinance No. O2022-22 – 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"

**VILLAGE OF HINSDALE
NOTICE OF PLAN COMMISSION
PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN to all persons that the Village of Hinsdale Plan Commission shall conduct a public hearing on Wednesday, October 11, 2023 at 7:30 p.m. in the Memorial Building, 19 E. Chicago Avenue, Hinsdale, Illinois for the purpose of considering an application from Holladay Properties Services Midwest, Inc. for a Planned Development Detailed Plan with certain associated waivers and/or modifications to applicable Zoning Code provisions, 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.

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. On August 16, 2022, the Village Board approved the following ordinances related to this project: 1) Ordinance No. O2022-21, a Text Amendment to Zoning Code Sections 6-106 and 11-603 to allow for Lifestyle Housing as a Special Use and Planned Development in the O-1 Specialty Office District; 2) Ordinance No. O2022-22, a Planned Development Concept Plan and Special Use Permits for a Planned Development and Lifestyle Housing with associated waivers to the Zoning Code; 3) Ordinance No. O2022-23, a Major Adjustment to the Zion Lutheran Church Planned Development to remove 0.61-acres consisting of 125 S. Vine Street and a portion of 116 S. Grant Street from the existing 1.96-acre Planned Development located in the IB Institutional Buildings District and associated waivers to the Zoning Code.

Copies of documents relating to the proposed request are on file and available for public inspection during regular Village business hours in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois. Please email Village Clerk Emily Tompkins at etompkins@villageofhinsdale.org for additional information. This project is known as Case A-38-2022.

The common addresses are 125 S. Vine Street (PINs: 09-12-110-006; 09-12-110-007), 204 S. Grant Street (PINs: 09-12-111-010; 09-12-111-011; 09-12-111-012; 09-12-111-017), and 116 S. Grant Street (PINs: 09-12-110-014; 09-12-110-015) in Hinsdale IL, 60521 and legally described as follows:

LOT 1, THE EAST 70.00 FEET OF LOTS 2 AND 3 AND ALL OF LOTS 4, 5, 6 IN BLOCK 5, ALSO, LOTS 10, 11, 12, AND 13 IN BLOCK 6 ALL 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.

At said public hearing, the Plan Commission shall accept all testimony and evidence pertaining to the said application and shall consider any and all possible zoning actions, including the granting of any necessary special permits, variations, planned development concept plan approval, map amendment, text amendment, other special approvals, and/or other amendments to the Zoning Code that may be necessary or convenient to permit development of the proposed type at the described property. All interested persons are invited to attend and be heard.

Dated: September 1, 2023

Emily Tompkins, Village Clerk

To be published in the Hinsdalean on September 14, 2023

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

BEFORE THE HINSDALE PLAN COMMISSION

In the Matter of:)
)
)
VINE STREET STATION)
CASE NO. A-38-2022)

REPORT OF PROCEEDINGS had and testimony
taken at the hearing of the above-entitled
matter before the Hinsdale Plan Commission, at
19 East Chicago Avenue, Hinsdale, Illinois, on
the 11th day of October, A.D. 2023, at the
hour of 7:30 p.m.

BOARD MEMBERS PRESENT:

MR. STEPHEN CASHMAN, Chairman;
MR. JIM KRILLENBERGER, Member;
MS. JULIE CRNOVICH, Member;
MS. ANNA FIASCONE, Member;
MS. LAUREL HAARLOW, Member;
MR. MARK WILLOBEE, Member;
MR. GERALD JABLONSKI, Member;
MS. CYNTHIA CURRY, Member.

2 1 ALSO PRESENT: 2 MS. BETHANY SALMON, Village Planner; 3 MR. DREW MITCHELL, Applicant; 4 MR. MICHAEL O'CONNOR, Applicant; 5 MR. CHRISTOPHER WALSH, Architect; 6 MS. LAUREN KAVANAUGH, Attorney for 7 Applicant. 8 CHAIRMAN CASHMAN: Call to order the 9 Plan Commission meeting for Wednesday, 10 October 11th. 11 Roll call, please, Bethany. 12 MS. SALMON: Commissioner Haarlow? 13 MS. HAARLOW: Here. 14 MS. SALMON: Commissioner Curry? 15 MS. CURRY: Here. 16 MS. SALMON: Commissioner 17 Krillenberg? 18 MR. KRILLENBERGER: Here. 19 MS. SALMON: Commissioner Jablonski? 20 MR. JABLONSKI: Here. 21 MS. SALMON: Commissioner Crnovich? 22 MS. CRNOVICH: Here. 07:32:26PM	4 1 MS. SALMON: You can do a motion to 2 open the public hearing. 3 CHAIRMAN CASHMAN: Motion to open the 4 public hearing. 5 MR. JABLONSKI: So moved. 6 MR. KRILLENBERGER: Second. 7 CHAIRMAN CASHMAN: Roll call vote, 8 please. 9 MS. SALMON: Commissioner Haarlow? 10 MS. HAARLOW: Aye. 11 MS. SALMON: Commissioner Curry? 12 MS. CURRY: Aye. 13 MS. SALMON: Commissioner 14 Krillenberg? 15 MR. KRILLENBERGER: Aye. 16 MS. SALMON: Commissioner Jablonski? 17 MR. JABLONSKI: Aye. 18 MS. SALMON: Commissioner Crnovich? 19 MS. CRNOVICH: Aye. 20 MS. SALMON: Commissioner Willobee? 21 MR. WILLOBEE: Aye. 22 MS. SALMON: Commissioner Fiascone? 07:42:29PM
3 1 MS. SALMON: Commissioner Willobee? 2 MR. WILLOBEE: Here. 3 MS. SALMON: Commissioner Fiascone? 4 MS. FIASCONE: Here. 5 MS. SALMON: Commissioner Moore is 6 absent. 7 And Chairman Cashman? 8 CHAIRMAN CASHMAN: Here. 9 (WHEREUPON, proceedings were 10 had which were not taken 11 stenographically.) 12 CHAIRMAN CASHMAN: Our next order of 13 business is a public hearing. Case A-38-2022, 14 the Vine Street Station planned development 15 detailed plan, exterior appearance and site plan 16 review, map amendment, tentative and final plat 17 of subdivision, and sign permit review to allow 18 for the development of 12 age-restricted 19 lifestyle housing units within an existing 20 building located at 125 South Vine Street. 21 Is there someone here representing the 22 applicant? 07:41:58PM	5 1 MS. FIASCONE: Aye. 2 MS. SALMON: Chairman Cashman? 3 CHAIRMAN CASHMAN: Aye. 4 If there's anyone who would like to 5 speak on this matter, if you could, please, be 6 sworn in. 7 (Witnesses sworn in.) 8 CHAIRMAN CASHMAN: Thank you. If you'd 9 like to give us an introduction and an overview. 10 Nice to see you again. 11 MR. MITCHELL: It's really good to be 12 back here. Good evening to our Plan Commission. 13 Good evening, Chairman Cashman and our Plan 14 Commission members. This is month 31 of us 15 working on the Vine Street Station project. 16 We've got a whole team of people that are real 17 excited to be here this evening. 18 My name is Drew Mitchell. I'm a 19 resident of Hinsdale. I live at 122 East 7th 20 Street here in town. Joining me from Holladay 21 Properties, which is the applicant, is my 22 partner Michael O'Connor; our lead designer, 07:43:11PM 07:43:38PM

6 1 Lori Kappel; and my associates, Mike Doyle and 2 Donald Tomei. We've also got our architect of 3 record this evening, Chris Walsh, from Tandem 4 Architecture. We're represented by Lauren 5 Kavanaugh, she's our counsel. And we've got our 6 traffic study consultant, Javier Milan, from 7 KLOA here. 8 I'm also really thrilled to see 9 that our sellers are here, which, really, is, 10 probably, an unfair to way to describe them. 11 They have been partners. So we have Pastor 12 Klein, who is the head of the Zion Lutheran 13 Church, as well as the congregation president, 14 Suzanne McGivney. Thank you for coming this 15 evening. 16 So you have seen this project 17 before. They have encouraged me to be concise, 18 which has been a lifelong challenge. So just 19 trying to frame this quickly, we're going to 20 talk about the changes from our concept plan 21 submission to detailed planned submission, which 22 is in front of you this evening.	8 1 that, I think, we're on a very good course here. 2 So Chris Walsh will be talking 3 through the changes from our concept plan to our 4 detailed plan. There's, really, a couple of 5 them. I'll quickly go through the five. 6 The parking previously was not 7 compliant. That was an issue at this body, as 8 well as the village board. We promised to do 9 our best to try to maximize parking and also 10 make sure that the spaces had optimal function, 11 width, length, and we have achieved that. We 12 have removed the loading space. We'll talk 13 about why. But I think that that's, actually, 14 an improvement to the plan. 15 We further refined the outdoor 16 spaces. There are three. We are really excited 17 about what we're doing. One is a public pocket 18 park that you can have a Starbucks on your walk 19 home, there's a sitting garden, as well as an 20 outdoor space for the residents. 21 There is a request for signage. We 22 have -- There's an awning. It's an existing
7 1 I also want to thank the Plan 2 Commission and I want to thank staff. You have 3 all been great partners. I think this is, 4 really, a tremendous example of looking inside 5 of our community at assets that we've got and 6 figuring out adaptive reuses to bring the glory 7 and the use and the utility back to existing 8 buildings. 9 I think while this process has 10 taken a little bit long, it's been very 11 deliberate and intentional. The reason why I'm 12 thanking you is because I think that the output 13 and the outcome of this process is dramatically 14 improved versus what it otherwise may have been. 15 So thank you. And I'm proud of this 16 collaboration. I think it could be a case study 17 for other communities. And there's some folks 18 in the room who have heard we're converting a 19 portion of a church facility into housing and 20 they have Catholic institutions all over the 21 country that are experiencing similar issues. 22 So who knows what comes of this. It tells me	9 1 awning on the building. We'd like to replace it 2 with a black awning and we'd like to add a logo 3 for the Vine Street Station, which is the 4 branding of this development. There's also two 5 window decals, which require variances, and we 6 have been working hard with our counsel, Lauren 7 Kavanaugh, who has been collaborating with 8 Michael Mars on preparation of the bylaws and 9 covenants, which are necessary as part of our 10 final agreement in this approval. 11 Did I do a good job staying on 12 track? Thank you. 13 I'd like to welcome Chris Walsh 14 from Tandem Architecture. He's a partner with 15 the firm, has a great history doing adaptive 16 reuse projects. 17 Chris, welcome. 18 MR. WALSH: Since Drew mentioned there 19 were not -- Since we were here last -- Since we 20 were here last time, I think most of you have 21 seen the project before, you're familiar, so I'm 22 not going to bore you with other things that we

10 1 have done -- or the only things that we have 2 done that are different. 3 The parking, we did not have 4 nine-foot wide stalls. Since we have been with 5 you, we were able to, really, measure the 6 building, get true drawings, get a structural 7 engineer out there, try to understand how the 8 structure would work, and we were able to kind 9 of reconfigure all of the spaces to get 10 nine-foot spaces. We are no longer asking for 11 that variance. So that's why that is on there. 12 As Drew had mentioned, too, the 13 loading space. After talking it through, we 14 talked about this with the board. We are 15 required to have a loading space just by the 16 code, but there's only 12 units here. The 17 reality of it is, once these get sold, people 18 will move in and may never move out. So we're 19 really not anticipating a lot of move-ins or 20 move-outs, so we have asked for forgiveness to 21 not have a loading space. There are spaces on 22 the site where a truck could come in and sit,	12 1 these things that normally wouldn't be allowed 2 were this a single-family home. 3 The fence and the ramp -- So going 4 through this, we are in a floodplain. We have 5 had to lift the building -- not lift the 6 building. We have to lift the first floor, 7 which raises the existing door. So there's 8 going to be two steps -- two to three steps 9 going up. We still want to have an accessible 10 ramp, an accessible way to get in. If you 11 notice, off to the right, we have, kind of, 12 split that garden wall and there would be a 13 little gate there and a ramp that would go into 14 the side yard and we would add another side 15 entrance to the building here. 16 Again, since the last time we 17 talked, all of these things have happened. We 18 have kind of realized that door had to be 19 raised, which raises the platform inside. We're 20 going to preserve the door, preserve the sign. 21 We're going to manipulate the stonework a little 22 bit, but we are trying to save everything else
11 1 you know, block half the ramp for a little 2 while, people can get in and out. 3 There is a loading space, but after 4 talking with staff, we're not even going to 5 identify it. We know it's there. We're just 6 asking for -- you know, to not have an 7 identified loading space. 8 For the outdoor open space, that is 9 the side yard here. In the side yard, we are 10 asking for -- This has always been a bit of an 11 issue, just the way the code is, the way the 12 building is situated, it's on a corner, so this 13 becomes the side yard. If there was something 14 next to it, this would be the front yard. So 15 we're kind of fighting -- Either way, we would 16 have to do a variance. So we're asking for -- 17 This area is going to be the private space for 18 everybody in the building. And we're asking if 19 there will be a TV out, there will be a fire 20 pit, so there are elements out there. It is 21 going to be fenced in. The fence will be to 22 code. But we're asking that we are allowed	13 1 or planning to save everything else. 2 The indoor plans, there are, 3 really, just minor changes. We had to add a 4 sprinkler room for the fire department. They 5 asked for that. That took a bedroom out of one 6 of the units. That's the red area in the back. 7 And then just with field measurements and that, 8 we have kind of had to manipulate the plans a 9 little bit. So still -- The unit count and all 10 of that is still the same. 11 Building elevations, we have done 12 just minor changes, again, just as units move 13 around, shifting windows. We didn't add any 14 balconies or anything like that. All of that 15 stuff is still in the same spot. 16 We did add -- You can see the 17 signage. There is an awning -- There is an 18 awning there now. Basically, we're going to 19 recreate it. It's, actually, a little bit 20 shorter, black. But since there is the logo on 21 there, we're asking that we can have the logo. 22 It, roughly, works within your sign code but

14 1 it's slightly bigger but there's two decals on 2 the door. That's the signage. We're not asking 3 for a lit sign or anything else like that. 4 That was it, other than the 5 covenants. I'll turn it back to Drew. 6 MR. MITCHELL: Flagpole. 7 MR. WALSH: We are adding -- There was 8 a flagpole here back in the day and it's right 9 at the corner. If you go by the site, there's 10 still a concrete star -- 11 MR. MITCHELL: I think it's shown on 12 your site plan. 13 MR. WALSH: There it is. My cursor is 14 not working on here, but it's in the corner 15 park. We're planning on reusing the star or 16 recreating the star, putting a flagpole there. 17 Again, the code for a flagpole, it's, really, 18 only for on top of a building, so we're asking 19 for the variance, basically, to put the flagpole 20 back there and reinstall it. 21 MR. MITCHELL: Chris, you also -- I 22 think we had remarks on the eastern facade of	16 1 like to welcome Lauren Kavanaugh up. I don't 2 know there are necessarily going to be a lot of 3 questions. There was the village board driven 4 80 percent of units would be age-restricted. 5 This is, to me, something that we're willing to 6 adhere to. It's, probably, a village board 7 concern more than this body, but we are trying 8 to not be opinionated on it and just trying to 9 do what we're being asked. 10 There were things that might relate 11 to Plan Commission that go into the covenants 12 and bylaws. For example, we can't store things 13 on the balconies -- and there were a number of 14 them. I'd be not doing anybody a service to try 15 to go through that. I suppose if there are 16 questions here on that, we do have our attorney 17 here and we're willing to respond to anything 18 that might be of concern. 19 I don't know that I have much more 20 else to add. I'm thankful for this group. I'm 21 thankful for the opportunity to work on such a 22 fun and exciting project that's so close to home
15 1 the building and there was the trellis that was 2 added, and I also believe there were windows. 3 So that was reactive to this group. 4 MR. WALSH: You can see in the upper 5 right-hand corner, that's the existing building 6 east facing facade, but not much to it. So the 7 bottom elevation, there is now what it will look 8 like from the east. We have trellises on two of 9 the east facing facades. We have added a window 10 at the end of the hallway and we have the two -- 11 the balcony and then another window within the 12 unit. 13 MR. MITCHELL: Great job, Chris. 14 This all goes along with, 15 probably -- As I was looking at my notes, I 16 didn't properly identify some of the really good 17 things we're doing, like saving the cornerstone, 18 cleaning up the limestone. This building needs 19 a bath big time and there's great preservation 20 going on, including the two-story stained-glass 21 window that we planned the interior lip. 22 Next is covenants and bylaws. I'd	17 1 for me. That's unusual. And we're really eager 2 to get started and so are a lot of people that 3 are interested in living in this building. 4 So we look forward to hearing your 5 feedback. And, with that, I will be quiet. 6 Thank you. 7 CHAIRMAN CASHMAN: Just as an 8 introduction, these are, kind of, the overall 9 things to be considered when reviewing this 10 planned development, this detailed plan. 11 Going over the detailed plan, is it 12 in substantial conformity with the approved 13 concept plan. Number 2, the merit or lack of 14 merit of any departure in the detailed plan is 15 in substantial conformity with the approved 16 concept plan. Three, whether the detailed plan 17 complies with any and all conditions imposed by 18 approval of the concept plan. And then, 19 finally, whether the detailed plan complies with 20 the planning code and other applicable federal, 21 state, and village codes, ordinances, and 22 regulations.

18 1 So just as we ask questions and go 2 through our review, keep that in mind. 3 With that, Laurel, want to start us 4 off? 5 MS. HAARLOW: Well, yes, I have a 6 little list here. Thank you for the 7 explanations. The project seems really clear. 8 I am so appreciative of the reuse of that 9 building because, you're right, it is a special 10 building. It's been there for decades. It's 11 part of the fabric of the community at this 12 point, so reusing it in this way is fantastic. 13 I was wondering about the loading 14 space going away, and you explained that very 15 well, so I don't think I have anything to do 16 with that. 17 With regard to the flagpole height, 18 this pole is quite a bit higher than what would 19 be code compliant. So am I correct in thinking 20 that the height of this is what the flagpole 21 would be if it were code compliant or mounted on 22 the roof?	20 1 talk about -- You may not know how to answer 2 this. 3 I feel like it's going to be 4 screened by our fence to some degree. We would 5 be willing to discuss certain hours that it 6 could be used, so this would only be a problem 7 in the evening. I'm not going to die on the 8 hill. 9 We've got 12 families that are, you 10 know, going to now have a different experience 11 with outdoor. A big part of what we're doing 12 here, and we haven't really come out and said 13 this, is we build trans-oriented developments. 14 We built one in Westmont called Quincy Station, 15 one in Downers, and they have these great 16 outdoor amenity spaces. People, they are 17 walking more, the way they are using even the 18 existing spaces is changing, and we're trying to 19 create an opportunity for community where -- And 20 we do this in this our buildings. We have movie 21 nights or -- I won't go -- So I was worried 22 about it.
19 1 MR. WALSH: Actually, the way the code 2 is, I think it's 15 feet above the roof. We're, 3 actually, going to be below the roof. It's 4 shorter than the building still. I think it's 5 30 or 35 feet. I can't remember. 6 CHAIRMAN CASHMAN: 35. 7 MR. WALSH: Yeah, 35 feet. That's 8 still below the height of the building. 9 MS. HAARLOW: Okay. I have no 10 objections to the map amendment. 11 I do have a question about the 12 outdoor TV. I'm wondering if it would be -- if 13 it would create a distraction to people who are 14 driving alongside the street? 15 MR. MITCHELL: I have been encouraged 16 not to die on the hill for this TV. Okay. I 17 really think it's important. These are outdoor 18 living rooms in Hinsdale. I have a TV outside 19 where I'm watching movies and trying to 20 replicate an experience. 21 What you're asking is about safety, 22 and I'm paying someone to be here -- Could you	21 1 It did get into here. If you want 2 me to really take it out, we will. I'm not 3 worried about safety. I'd be willing to remove 4 it later if it became a distraction. I would be 5 willing to discuss hours of its use and I would 6 be willing to remove it if it feels -- if it's 7 very important. 8 MS. HAARLOW: I'm not bringing it up 9 because of a huge objection. You know, lots of 10 people have giant picture windows in their homes 11 and they have huge TVs in their homes. So you 12 can see what's on TV even when you're driving by 13 and it's not outside. 14 MR. MITCHELL: Right. 15 MS. HAARLOW: But this question 16 occurred to me because it is really close to the 17 sidewalk. 18 MR. MITCHELL: Right. 19 MS. HAARLOW: I guess I was wondering a 20 little bit more about height screening, you 21 know, just making sure those safety 22 considerations are taken into account when

22 1 planning that space. 2 MR. MITCHELL: Sure. 3 MS. HAARLOW: That was the main point 4 of my question. 5 MR. MITCHELL: I'm totally open-eared 6 on this, and now I'm thinking about ways we can 7 deal with this, whether that be through 8 landscaping, screening, or TV orientation. 9 Right now, it's, actually, facing south so you 10 would -- I'm sorry. It faces east. Sorry. So 11 if I'm driving west, you know, you could see 12 that. 13 MR. O'CONNOR: It's up there in the 14 corner. 15 MR. MITCHELL: I know exactly where it 16 is. I misspoke. 17 CHAIRMAN CASHMAN: Just north of the 18 trellis. 19 MR. O'CONNOR: Correct. 20 MR. MITCHELL: So it would be located 21 around here. 22 MR. WALSH: It's in the corner of the	24 1 Street. I know it's westbound. If it were 2 eastbound, this wouldn't be an issue. I 3 think -- I'm looking at you, Lori, and thinking 4 through ways that maybe we can make it. I can 5 even see it on an articulated wall mount and 6 facing back this way, so that it's not -- the 7 light exposure would be back towards the 8 building. 9 What I'm trying to not do is make 10 myself come back with a solution in a month. I 11 hear you and we are going to come up with a 12 creative way to deal with this. 13 CHAIRMAN CASHMAN: Anything else? 14 MS. HAARLOW: Nothing else. 15 CHAIRMAN CASHMAN: Cynthia? 16 MS. CURRY: Again, I think you're doing 17 a great job. I love the fact you're repurposing 18 this building. It's a lovely building. I think 19 it's going to get even better. The bath idea 20 sounds wonderful. It's going to look beautiful 21 when you're done with that. 22 To piggyback on the TV, I wasn't
23 1 building where that vine is growing up. There 2 are going to be other trees. We're not showing 3 all of the trees here but there are existing 4 trees, we're going to add bushes and things like 5 that. 6 I agree with Drew. I think it's 7 going to be shielded. I think, you know -- Like 8 you said, you get these through windows and all 9 of that as well. Reflections of light are just 10 as bad. You know, it's not a real busy street 11 from what I've seen. I don't live in the town, 12 so, I guess, that would be my -- 13 MR. MITCHELL: I would also add, our 14 experience in 90-to-120-unit buildings is that 15 these -- actually, a lot of people imagine using 16 it and they are really not even used very much. 17 I mean, we are doing tours all the time and TVs 18 are never on outside. Maybe, for that reason, I 19 should be willing to let it go, but not unless 20 you make me. 21 The other is, you know, there is 22 some discussion of the orientation of Second	25 1 worried about the visualness of the TV, but the 2 sound for the neighborhood. I'm wondering how 3 you would buffer sound in the corner with brick 4 walls? Is there some way, with your 5 installations, to have a way of buffering sound? 6 MR. MITCHELL: I wonder, Lauren, if you 7 could solve this for us through bylaws and 8 covenants and creating rules around the TV and 9 its hours of operation for the space outside, 10 and we establish bylaws that require that we not 11 use the space after a certain period of time. I 12 mean, I think -- You know, you don't want people 13 to not be able to grill and things like that. 14 We can easily say no TV after dusk. 15 Sound would be, to me, sort of 16 similarly pollutive as light. I don't know that 17 it would bother anybody during the day. Here's 18 what I really think. Is that these end up 19 being -- I mean, I had a TV at my house at 20 544 West 7th Street and, you know, it's on the 21 side and I just don't ever remember anybody ever 22 being bothered.

26 1 Another idea we had was that you 2 can do a projector and not have this installed. 3 You know, another idea would be to figure out a 4 way to have the TV be westbound, but now I'm 5 working on Trustee Haarlow's problem -- not 6 Trustee -- Commissioner Curry's issue of the 7 sound. I don't know, guys. 8 MS. CURRY: Just a question. I'm 9 picturing a football game or baseball game and 10 things getting loud and neighbors saying, Hey, 11 this is too noisy, the sound carrying. Again, 12 just to piggyback on that idea, just to think 13 about how you would -- there must be ways to 14 abate the noise somehow, plantings. 15 MR. MITCHELL: We could, actually, 16 functionally limit the volume of the TV. We do 17 that on one of our amenity decks so it doesn't 18 disturb the neighbors at night that live on the 19 deck because the sound bounces off of the walls. 20 So we have dealt with this in an operational 21 setting. 22 At some point, there's just --	28 1 MS. CURRY: Next question. You do 2 stipulate in here that nobody can rent one of 3 these spaces less than six months. So that will 4 be something written into your bylaws and 5 covenants to address. 6 The bigger question is -- I know 7 you're getting rid of that loading zone -- how 8 do people move into this building? 9 There's one elevator, correct? 10 MR. MITCHELL: Yes. 11 MS. CURRY: If someone has a baby grand 12 piano they are bringing into this space, how do 13 they get in and out? 14 MR. WALSH: It's only -- It's a 15 two-and-a-half story building. Technically, you 16 know, in most cases written by the code, you're 17 not even required to put an elevator in here. 18 If you have been in the building, these are 19 school-size stairs. We are not shrinking them 20 down. You can move two grand pianos up there at 21 the same time. It's just huge. I guess, I'm 22 not concerned about it. There's two very large
27 1 we're going to be good neighbors. We have the 2 church next-door, very limited residential 3 nearby. I talked to the neighbor, who is 4 immediately west of the preschool, today. They 5 seem excited. They don't feel like a bunch of 6 complainers to me is my read. I also think 7 there was some discussion at the village board 8 level about if something here has unintended 9 consequences, there can be a mechanism to bring 10 the HOA in and discuss and find resolution and 11 perfect whatever issues there are. And maybe 12 that can be a marching order, is that there's a 13 trigger that we have to come and see the village 14 if we're in violation of something. They are 15 going to get notes on this, and it's going to 16 now be, probably, a topic in that -- at that 17 forum. 18 We would be willing the limit TV 19 hours. If I'm going to be prescriptive, we 20 would be willing to do volume control on the TV 21 and we would be willing to write it into the 22 bylaws.	29 1 stairwells there to move those things up. At 2 most, you're going up two-and-a-half floors. 3 That would be my response. 4 MR. MITCHELL: There's a second part of 5 this, which is, just how are we moving people in 6 and out of the building? And also potential 7 for -- This also becomes a much bigger 8 operational challenge on larger projects. 9 The worst time is going to be at 10 the beginning. You're going to have 12 people 11 but there's going to be build-outs going on in 12 the units. The likelihood of anyone moving in 13 on the same day is, basically, zero. 14 Again, in these 100-to-300-unit 15 projects that we have, even the move-in/move-out 16 is surprisingly little. If we have 12 units and 17 somebody -- and we average -- the average 18 ownership is four years, you have one person 19 moving in every 500 days, roughly. I think. 20 I'm on the record, so someone is going to check 21 my math. It's, really, a nonissue. 22 Now, logistically, there is a ramp.

30 1 You will be able to back the truck down -- and, 2 Chris, keep me honest here -- and you're going 3 to be able to wheel through the garage with your 4 mattress and the workers would go right to the 5 elevator and go up to your unit, unless, if they 6 have a grand piano, I just learned they are 7 going to go up the stairs. I think it's 8 thoughtful. I think it's going to work, really, 9 pretty well here. 08:10:54PM 10 There's another approach where you 11 could have the moving truck park on Second 12 Street and then they could wheel up the ramp and 13 wheel into the actual elevator. We think the 14 residents would, probably, rather them go 15 through the garage. These things will probably 16 be able to be better defined when we're standing 17 in the space that's been reimaged and we'll be 18 able to feel it out a little bit. 08:11:26PM 19 I think the homeowners are going to 20 start to have big opinions about how and when 21 and where and why. They are going to have the 22 ability to control the HOA and make these	32 1 flag. More importantly, we need to light it, 2 and I think we have to do that. I don't see why 3 we wouldn't be able to do that. 4 So we're agreeing to that. We have 5 to agree to that. It's a rule. Got it. Thank 6 you, Commissioner Curry. 7 MR. KRILLENBERGER: I like to see 8 Pastor Klein is here and thrilled that the 9 congregation was able to utilize an unutilized 10 asset. I appreciate your persistence over the 11 last 31 months. 12 Real quickly. This is -- I'm not 13 an architect, so the distinction between trellis 14 and balcony, just in a few words -- They are not 15 the same thing? 16 MR. WALSH: No. The trellis is the -- 17 it's, like, a lattice work that goes up the side 18 of the wall that vines will grow on. 19 MR. KRILLENBERGER: Great. 08:13:39PM 20 MR. WALSH: And, then, a balcony is a 21 balcony. 22 MR. KRILLENBERGER: Then you're
31 1 decisions and self-govern within reason. As a 2 guy who is constantly worried about how do I 3 handle trash and how do I handle 4 move-in/move-out, I think -- Now I brought up 5 another thing, but I think they are both 6 thoughtfully handled in this current plan. 7 MS. CURRY: Can I ask one more? 8 The flagpole, only because we have 9 had to deal with this issue on another occasion, 10 that if flags are flying all night, they have to 11 have light on them; is that correct? 08:12:01PM 12 CHAIRMAN CASHMAN: That's correct. 13 MS. CURRY: Or taken down at night. 14 And there is a sound associated with the 15 flapping of the flag. Just a heads up on that. 16 MR. MITCHELL: Okay. Good to know on 17 lighting the flag. We try to incorporate a flag 18 on all of our projects. This is something that, 19 again -- Where am I going on that? 08:12:26PM 20 I hear you on the flag noise. You 21 know, I can't speak to how large our flag is. I 22 heard if we get any bigger, we go into a bigger	33 1 age-restricted? 2 MR. MITCHELL: Yes. 3 MR. KRILLENBERGER: What age? 4 CHAIRMAN CASHMAN: 80 percent at 55. 5 MR. MITCHELL: So the intent is 6 age-restricted to 55-plus. 7 MR. KRILLENBERGER: I see the provision 8 in the covenants, nothing on the balcony. Any 9 other provision, other than what we see in the 10 homeowners' association, you're 54 and you're 11 out of here. 12 MR. MITCHELL: There's -- I'm not in a 13 position to be able to answer that. 14 MR. KRILLENBERGER: You have your 15 lawyer here. 16 MR. MITCHELL: Lauren, if you wouldn't 17 mind. What I can share, while she's walking up, 18 is we can't do 100 percent 55-plus. You can't 19 age discriminate. We are trying to comply. 08:14:46PM 20 MS. KAVANAUGH: Hi, everyone. The way 21 the age-restriction goes is during the contract 22 process, any contract purchaser would fill out

34 1 an age-verification addendum, an affidavit, 2 essentially, to, you know, myself and the 3 developer that they are going to be occupying 4 the unit. So the Fair Housing Act requires at 5 least -- it's 80 percent 55 and up. So it can't 6 be 100 percent restricted. It's 80 percent, so 7 at least 80 percent of the building has to have 8 a resident that's 55 and up. In the declaration 9 and bylaws, nobody under the age of 22 can 10 occupy the unit. 08:15:23PM 11 MR. KRILLENBERGER: Okay. That's good. 12 Thank you. 13 MS. KAVANAUGH: Does that answer your 14 question? 15 MR. KRILLENBERGER: And then a, kind 16 of, mechanical question. Mr. Mitchell, I heard 17 you're sold out or close to it. Is that the 18 case, in a few words? 19 MR. MITCHELL: You know, I don't pay 20 attention. You don't taste anything before you 21 bake it. We have so much interest. I think, 22 really, it's driven by the fact that we got a	36 1 great. 2 CHAIRMAN CASHMAN: Thanks, Jim. 3 Jerry? 4 MR. JABLONSKI: I need to come back to 5 the TV again. I'm thrilled you're doing the 6 project. I'm really excited about it. 7 I have the misfortune of being in 8 the 500 block of West Hickory Street, next to 9 someone who has two TVs, two sub woofers, four 10 speakers, and a swimming pool in the backyard. 08:17:14PM 11 I know the noise ordinance. It's 12 electronic-produced noise Monday through Friday 13 until 10:00 o'clock and, on weekends, until 14 11:00. 15 When the kids were younger, 16 listening to the Disney movie about ice, I know 17 the words to the song. Now I know the words to 18 the song. Now that the kids have gotten older, 19 I know all of the college football games they 20 are watching until 11:00 o'clock at night. 08:17:44PM 21 I have even been out of town and 22 occasionally the games have gone into overtime
35 1 lot of -- we have -- Our baby boomer generation 2 has these big houses, their kids are gone, and 3 they want to walk to get dinner. There's no 4 product. This is a national issue. It's not a 5 Hinsdale issue. It's everywhere we go. And 6 there's other things that are impacting housing 7 in a big way. 8 We have tremendous interest in 9 this. What we have been doing is taking a note 10 and writing a name down. We are not assumptive 11 that we are going to be -- 08:16:17PM 12 MR. O'CONNOR: We don't own it yet. 13 MR. MITCHELL: We don't own it. This 14 is Hinsdale, so wheels can come off buses at 15 random times -- I shouldn't say that. 16 MR. KRILLENBERGER: That's not how 17 Hinsdale works, but we stay on the bus. 18 I wish you the best, Drew. 19 MR. MITCHELL: Thank you. 08:16:48PM 20 MR. KRILLENBERGER: It sounds like 21 you're not sold but it got lots of interest. 22 I'm thrilled you're in town, and it sounds	37 1 and neighbors have called the police. It gets 2 really loud. It gets really loud. I know 3 people turn up the volume because it's outside 4 and there's no echo in the back. That ends up 5 carrying very, very far. Neighbors as far as 6 five houses down complain about these people. 7 I don't know what you're going to 8 do about it. Dusk works. Certainly limiting 9 the volume. Someone sitting 20 feet away on a 10 patio from a jumbo TV are not going to be able 11 to hear the sound if it's mitigated that much. 08:18:16PM 12 MR. KRILLENBERGER: Especially if they 13 are over 55. 14 MR. JABLONSKI: I do think -- I view 15 that as a concern. There is no one next-door to 16 you. If this gets turned up, people across the 17 street are going to hear it. That's my only 18 concern with the property. As soon as I saw the 19 TV outside, I said, wow, That's going to be 20 tough on the neighbors. 08:18:48PM 21 MR. MITCHELL: If I may react to that. 22 Are you open to having ripcords that would allow

38 1 us to readdress this should it become a problem? 2 MR. JABLONSKI: It has to be addressed 3 in advance. When I actually called someone on 4 the village staff -- I know some of them -- the 5 village staff suggested I call the police if I 6 wanted a remedy about this neighborly issue, and 7 I didn't call the police. I wasn't the guy. 8 MR. MITCHELL: We would agree to dusk. 9 We would agree to volume limitations. I mean, 08:19:28PM 10 that's our position. I'm hearing it's a concern 11 of two people. Like I have said, he -- Mike 12 said, Do not die on the hill on the TV. I want 13 it bad because it's part of how I live. It's 14 become a big -- I'm not the guy who is -- 15 MR. KRILLENBERGER: How close do you 16 live to Jerry? 17 MR. MITCHELL: I hate Frozen. I have 18 that song in my head, too. I do want our 19 community to be able to, actually, watch a 08:19:58PM 20 football game outside. I don't want to 21 discourage that. I want to encourage it. I 22 want them to be grilling.	40 1 only and -- you know -- All right. There are 2 other ways. I, actually, think there's 3 something with this articulation or -- You know, 4 with all of it, I think it can be done 5 thoughtfully. There can be even be where they 6 come out and we can do a cool element. Again, 7 we're talking about noise, we're talking about 8 respecting volumes and we don't know who is 9 going to live there. 08:21:32PM 10 So I appreciate this concern and 11 consideration for the future and what could 12 happen. I just -- There's a phrase that 13 happened at the village board where they said we 14 don't like unnecessary handcuffs and President 15 Cauley with the village loves unnecessary 16 handcuffs. If you want to handcuff us on the 17 TV, again, I'm repeating myself but, minimally, 18 we're agreeing to dusk and audio control. 08:22:02PM 19 MR. JABLONSKI: Sounds good. That's 20 all. And I do love the project. 21 MR. MITCHELL: Thank you. 22 MS. CRNOVICH: I also love the project
39 1 I think something else happens when 2 you have neighbors and you're living in this 3 kind of environment is you're actually are more 4 respectful because you see the person in the 5 hallway versus your neighbor who you maybe only 6 see when they get mail. 7 All of these decisions that you 8 have to make and our ultimate product could have 9 precedent to for other things, and so I get all 08:20:28PM 10 of it. I have this dream of this really great 11 outdoor living room and it's not -- Well, I 12 should have said outdoor family room because 13 living rooms usually don't have TVs. That's it. 14 It's the outdoor family room. 15 MR. JABLONSKI: It's potentially an HOA 16 problem, not just neighbors. If somebody is up 17 watching the Petco Classic, they can only go to 18 11:00 by Illinois law and the 75s, not the 55s, 19 are nodding off at 9:30. That's -- 08:21:03PM 20 MR. KRILLENBERGER: Premier league 21 soccer starts at 4:00 a.m. 22 MR. MITCHELL: They should watch ACC	41 1 and thank you for repurposing this building. I 2 like that there's community need where a new 3 building isn't being built, it's in historic 4 downtown, and I think there's a community need 5 for this type of building. I'd also like to 6 thank you for such a thorough package and for 7 meeting with the neighbors before starting the 8 application process. 9 MR. MITCHELL: Twice. 08:22:35PM 10 MS. CRNOVICH: I was there. People 11 were out there. They were all upset. Then they 12 were like, Well, you know, this is a good 13 alternative. 14 MR. MITCHELL: They ended up leaving 15 and they liked it. 16 MS. CRNOVICH: Exactly. I was talking 17 to some neighbors who live around there over the 18 weekend and they were like, It's great. It's 19 better than commercial or offices going in. 08:22:57PM 20 Everybody is so happy. It's being saved. The 21 beautiful stained-glass windows. It's really 22 nice. Thank you.

42 1 I do have a couple questions. Your 2 lighting on the exterior walls, will everything 3 have shields? 4 MR. WALSH: Yes. We did a photometric 5 plan. 6 MS. CRNOVICH: I saw that. 7 MR. WALSH: We did a couple. So it's 8 directional light up and down, you know, where 9 it gets closer to the sidewalk. There is a 08:23:25PM 10 photometric -- 11 MS. CRNOVICH: I always get concerned 12 about glare into neighboring properties. 13 MR. WALSH: No. Hold on. 14 There we go. Basically it shows 15 0-foot candles around. 16 MS. CRNOVICH: Because shields make a 17 big difference -- 18 MR. WALSH: We meet code requirements 19 and it's been vetted through staff. 08:24:18PM 20 MR. MITCHELL: Does your photometric 21 plan depict a light on your flagpole? 22 MR. WALSH: It does not.	44 1 MR. WALSH: Are you worried about the 2 oval park? 3 MS. CRNOVICH: The corner park and 4 informal sitting park. I have seen kids dropped 5 off with their bikes close to the downtown. The 6 parents are dropping them off with their bikes 7 so they can run around the downtown and then 8 they are picked up later. I just don't want to 9 see that happen in the neighborhood. You know, 08:25:56PM 10 kids aren't thinking. 11 MR. MITCHELL: There's been, actually, 12 quite a bit of discussion about the eastern 13 park, oval park, it's 14 quasi-private/quasi-public, whichever one. We 15 would like the church to be able to use it for 16 meditation. On that park, we plan to put some 17 signage that sort of identifies this. I think 18 that this is something -- I'm just looking -- 19 imagining ahead to the 12 homeowners who are 08:26:26PM 20 like, Those kids can't be in that park. We're 21 putting a sign up tomorrow. 22 I think, again, that's
43 1 MR. MITCHELL: Well, Chris. 2 MR. WALSH: But that would be 3 directional and it shouldn't affect -- 4 MS. CRNOVICH: Right. 5 MR. WALSH: You can see if you go 6 around the perimeter of the site, you know, it's 7 zeros all around. 8 MS. CRNOVICH: Okay. As long as the 9 exterior on the buildings, the ones on the walls 08:24:43PM 10 have the shields, too. I think that makes a big 11 difference. 12 I'm not going to bring up the TV. 13 But your one park, you know, those electric 14 scooters in Hinsdale, it's, like, a big issue 15 now. I'm wondering if there's any way you can 16 say no electric bikes, no scooters, because I 17 live near the middle school. I see that the 18 kids all gather around there, they are close to 19 the downtown, and it's really dangerous. I'm 08:25:15PM 20 just worried they are all going to gather in 21 your one park. I don't know if there's any way 22 you can say no electric scooters or bikes.	45 1 self-governing. We'll step in. On the western 2 one, it's really a public park that's privately 3 maintained. To that, I would have to defer to 4 the municipality or park district. We can put a 5 guy up on the third floor with a paint ball gun. 6 (Laughter.) 7 MS. CRNOVICH: I see them gather. I 8 don't know where the kids are coming from. I 9 see them getting dropped off close to downtown 08:26:57PM 10 in pickup trucks. I'm sitting on my front 11 porch, I'm like, what are these kids doing out 12 this late? No lights. 13 MR. MITCHELL: They live in the Burr 14 Ridge. It's not walkable or bikeable and they 15 drop them off here in Hinsdale. I have seen 16 what you're talking about. I just hope they 17 don't find us. 18 MS. CRNOVICH: Maybe put a sign up 19 before -- 08:27:21PM 20 MR. MITCHELL: What I'm hearing from 21 you is just get in front of potential problems. 22 I think we can address that adequately on the

46 1 eastern part of the side. The outdoor family 2 room/living room is going to be secure to the 3 residents. 4 By the way, just something that 5 occurred to me that I appreciated was the ramp 6 that is now allowing us to be ADA compliant. 7 This is in a floodplain. There was a lot of 8 work on that two feet. It works really well now 9 for accommodating handicapped but also it 10 provides a way to get out to that outdoor space 11 from the interior of our building. 12 So I digress. But signage will be 13 on the sitting garden and we'll describe its 14 hours and its use and no scooters, no bikes, no 15 roller blades. 16 MS. CRNOVICH: Hopefully, it's not a 17 problem. 18 MR. MITCHELL: We could do pea gravel. 19 MS. CRNOVICH: Thank you. That's all 20 the questions I have. 21 MR. WILLOBEE: Thank you very much. 22 Again, I think it's a great project. A lot of	48 1 MR. WILLOBEE: Okay. The other 2 question I had is dumpsters. No dumpsters? 3 Just the trash and roll out from there? 4 MR. WALSH: So the trash room is the 5 trash shoots in the bottom right-hand corner, 6 the purple stair, and then next to it is the 7 reddish room. That's the trash room. There 8 would be a trash shoot into there. 9 The plan is the garbage truck would 10 back down the ramp. The ramp is really not that 11 steep. The garbage person would go into the 12 garage door, wheel the trash containers out, 13 dump them, wheel them back in. That's the trash 14 plan. They are not wheeling them down to the 15 street. It's all done onsite. 16 CHAIRMAN CASHMAN: Small dumpsters? 17 MR. WALSH: Yeah, just two yard 18 dumpsters. 19 MR. WILLOBEE: Is there more frequent 20 pickup with this many units? 21 MR. WALSH: That's something you 22 usually work out with the trash company. A
47 1 my questions have been answered. 2 A couple questions I do have. 3 Regarding the floodplain, I looked at the storm 4 water report. It looks like you guys are at 5 695, the elevation you were trying to go for. 6 The garage door, though, it talks 7 about a retaining wall being used to protect the 8 garage. I don't really see that on the 9 elevations or on the site plan. 10 MR. WALSH: So the way it's designed is 11 there is a wall around the garage. There's a 12 retaining wall around the -- You can kind of see 13 it there. The top of that wall will be at or 14 above the floodplain line and where the driveway 15 crests, that will hit it, too. That's kind of 16 our border. It goes around that ramp that goes 17 down. 18 MR. WILLOBEE: You're assuming no water 19 will make it down into the ramp? 20 MR. WALSH: Right. In theory, the 21 water would come into the edge of that wall and 22 knock down and pour over down into the --	49 1 building like this, twice a week, you know, 2 something like that is typical. If it becomes a 3 problem, it's three times a week and you pay 4 another 25 bucks a week. 5 MR. MITCHELL: Sometimes the 6 communities are franchised in the refuse 7 services and that changes the way you approach 8 it. If you can competitively bid it, you get a 9 lot of whatever you want. We want your guy 10 there on the truck and move it -- In 11 environments where it's franchised, sometimes it 12 handcuffs a little bit. We have talked to a 13 couple of different refuse companies and this 14 concept of backing down is what Republic 15 Services -- What's that? 16 CHAIRMAN CASHMAN: Hinsdale is 17 Republic. 18 MR. MITCHELL: That's who we spoke 19 with. This doesn't seem to be an issue. As far 20 as -- I think Chris correctly answered that it 21 would be twice a week. That's what we're -- We, 22 actually, think it's one-and-a-half a week but

50 1 it doesn't work like that. 2 MR. WILLOBEE: Okay. I'm more 3 interested in noise because trash pickup is very 4 loud. 5 MR. MITCHELL: Ultimately, it does work 6 almost like clockwork. You get on a route and 7 it -- they show up at the same time. Thank you. 8 MR. WILLOBEE: I also have concerns 9 about the sound with the TV. It sounds like you 10 have already offered ways to address that, so I 11 just wanted to put it on the record. 12 MR. MITCHELL: Acknowledged. 13 MR. WILLOBEE: Going back to storm 14 water. I think we heard from residents about 15 flooding in this area. I know you guys were 16 reducing the impervious area. With the addition 17 of the parkways, is there any chance for 18 retention or something like that in the parkway? 19 Retrofitting doesn't give you a lot of 20 opportunity but is there a way to chip away at 21 some of the flooding issues in this area? 22 MR. WALSH: I'm not a civil engineer.	52 1 MS. CRNOVICH: There used to be the 2 dancing sewer cap. 3 MR. KRILLENBERGER: I, actually, saw a 4 car drive into that area and stall and bubbles 5 come off of its tailpipe. That was ten years 6 ago. 7 MR. MITCHELL: That was before we added 8 all of this pervious area. Mike mentioned an 9 idea and an opportunity where we have these 10 nonconforming spaces that are directly south of 11 the existing building and we could explore bio 12 spills in that space. That's something that we 13 can, potentially, look at with the village 14 engineer. 15 Want to add anything to that. 16 MR. O'CONNOR: We're taking those 17 spaces out. That becomes parkway. We're not 18 the engineer, but we could have him look at it. 19 MR. WILLOBEE: I know it's not required 20 by the DuPage County Ordinance. Just a 21 consideration. I'm always a big fan of where we 22 have historical flooding looking for
51 1 He couldn't be here tonight. We have worked 2 with them quite a bit. We have -- You know, we 3 have even done the stone and that in the park. 4 We have gotten rid of as much impervious area as 5 we can. I would just say that, you know, the 6 site has been there. I would also say there's, 7 actually, a couple of parcels around there that 8 have actually gotten removed from the 9 floodplain. The flooding is not as -- I don't 10 know if it's changed over the years or what. It 11 seems like the floodplain is actually adjusting 12 to our favor on this. Maybe if we wait long 13 enough, we don't have to do floodplains. We 14 have talked with the civil engineer. He, 15 really, is not concerned about the amount of 16 water and that right now. 17 CHAIRMAN CASHMAN: It's been quite a 18 while. 19 MR. KRILLENBERGER: Ten years. I don't 20 know what they did for drainage. 21 CHAIRMAN CASHMAN: We have been 22 separating sewers. That's probably helping.	53 1 opportunities, even on a small scale, to chip 2 away at flooding issues. 3 MR. MITCHELL: Noted. Thank you. 4 MS. FIASCONE: I read this about the TV 5 today and I knew everybody was going to be upset 6 about it. I, actually, don't think it's a 7 problem. I think it solves a problem, actually. 8 I think if somebody is going to have -- if they 9 want to have a TV out there, they are going to 10 do one of those blow-up TVs and have their 11 kid's, you know, Frozen birthday party out 12 there, they are going to do it. I'm sorry that 13 you have a stinker of a neighbor. 14 And help with -- The 15 age-restriction helps. There won't be any 16 ragers out on that patio. That's just my two 17 cents on the TV. I think that the items we're 18 tasked with reviewing tonight are all pretty 19 minor and they check out and it looks great. 20 I think you're right, there should 21 be a case study on your submission and your 22 ability to work well with the village. It's

54 1 been great and so nice to have a packet -- 2 right, Julie -- like this, so thank you. 3 MS. CRNOVICH: Bethany is a big part of 4 that. 5 MR. MITCHELL: All that credit goes to 6 this gal. She is a constant professional, kept 7 us in line. She's just a total pro. We have 8 done this in so many communities. We are so, so 9 incredibly fortunate to have Bethany Salmon. 08:35:48PM 10 And Robb McGinnis is pretty good, too. 11 MR. KRILLENBERGER: He's not here. 12 CHAIRMAN CASHMAN: I really think it's 13 a great project. I really appreciate you 14 responding to the board's concerns and some of 15 our concerns. I'm really excited about the 16 project. I think it's a great reuse. I'm not 17 totally worried about the sound there because 18 there's four units that face that spot. I think 19 they would be more impacted by the sound than 08:36:17PM 20 the neighbors. I think it's something to 21 consider in the bylaws, something you can put in 22 there, as far as hours and volume. I think that	56 1 your name. 2 MR. HINES: My name is Tom Hines. I 3 live at 116 South Vine Street, across the street 4 from this project. Like all of you, I think 5 they did a beautiful job. You have done a 6 beautiful job designing the building. 7 My wife and I have lived there for 8 45 years in that neighborhood, so we have seen a 9 lot. If you have any questions about what it's 08:37:53PM 10 been like on any subject, I will be happy to 11 answer them. 12 From the beginning of this project, 13 I have been in favor of it, only because of how 14 much it's going to improve the look of -- and 15 the building itself is a beautiful building, 16 it's great it's being restored. It's going to 17 be visually better. That whole side of the 18 street has been an improvement. 19 When we moved in there, it was -- I 08:38:22PM 20 believe -- what do they call it -- a buffer zone 21 and it allowed low-volume businesses over there. 22 Through the years many, many came and went and
55 1 would help. And, again, it's people being good 2 neighbors. I really like it. I think it's 3 great that it worked out with the storm water. 4 Very creative solution to raise that. 5 I thought I was reading that -- 6 What's the current capacity? Do you have some 7 three-bedroom units, too, or are they all two? 8 I thought our plans didn't really reflect some 9 of those in the description. 08:38:48PM 10 MR. WALSH: I have it written down. 11 It's two-plus den. There are no more three 12 bedrooms. It was something that had come up. 13 Actually, as we reworked things, that worked 14 out. There's one one-bedroom because of the 15 sprinkler room but everything else is two 16 bedrooms or two-plus den. 17 CHAIRMAN CASHMAN: Great. Any other 18 questions or comments from the commissioners or 19 anyone here in the audience who would like to 08:37:17PM 20 speak to this matter? 21 I see no one in the audience. 22 Please, sir, come on up and tell us	57 1 they were, indeed, low-volume businesses. 2 So, from the beginning of this 3 project, my two concerns were the parking and 4 the flood zone. Before I talk about those two, 5 I'm going to add sound, because this is all new 6 to me since the last meetings. I have been to 7 every meeting there is on this. 8 This is the first I have heard of 9 the TV situation. I mean, for what it's worth, 08:39:03PM 10 I vote it down. At one point, that school was 11 used as a music school. That ended our sitting 12 on our front porch. Until you have heard a 13 trombone playing Vehicle by The Ides of March 14 over and over and over again on a summer 15 evening -- It was loud. We're three, almost 16 four blocks away from the swimming pool and 17 every time they have their annual weekend here, 18 On your mark, get set, swim -- Sound does 19 travel. And, I mean, that is something I'm not 08:39:45PM 20 looking forward to. Guess what? We call the 21 police when it's too loud or what. 22 MR. JABLONSKI: Only after

58 1 10:00 o'clock. 2 MR. HINES: I know that's something 3 we're not going to be that happy with. That's 4 my new gripe about it. Okay. My main concern 5 is the parking. 6 Let me talk about the flood zone 7 next. In the 45 years we have lived there, yes, 8 it has gotten better. I don't know exactly what 9 they did along Hinsdale Avenue to make it better 10 but, routinely, every time it rained hard, I was 11 down there at the corner, you know, with my rake 12 and my -- you know, getting the leaves off 13 the -- and with hip boots on and everything. So 14 it's gotten better. I just -- I don't 15 understand the engineering aspect of it. As 16 long as whatever you're doing there is not 17 putting any more water onto Vine Street because 18 it's still something that, yes, I have seen many 19 cars drive into that and not drive out. It's 20 still -- It still floods but, you know, it is 21 better. I just don't want it to get worse again 22 because all of that water. Whatever you're	60 1 eight and nine cars parked along that side of 2 the street, totally ignoring no parking from 3 here to the corner, which is in front of the 4 second house there. 5 Now people stop there and go in and 6 get their smoothie from that food place, but the 7 main thing is the counseling. It comes and goes 8 every hour. There are many hours of the day 9 where it is lined with traffic. Okay. Well, I 10 don't know how that business got in there but 11 it's there, we'll live with it. But what I'm 12 concerned about is whatever this is going to 13 generate. 14 One question I have is: What is 15 the decision on what Second Street is going to 16 be? Right now it's one-way. I don't know what 17 you think is going to happen to it. If it stays 18 one-way, that means everybody who comes out of 19 this building has to turn right and then will 20 join the traffic on Vine Street. I think it's 21 imperative that that become a two-way street now 22 so that people don't have to turn right when
59 1 doing with it, I trust you to do the right thing 2 with it. That was a major concern. 3 Now, the main concern, though, is 4 the parking. I have never complained about 5 parking on that street. It's always been great. 6 It's never been allowed on our side of the 7 street. It's always been allowed on the other 8 side of the street that all of those businesses 9 that came and went never generated enough 10 traffic that I even cared, noticed. It was like 11 lawyers and it was insurance and an architect 12 had an office there. All of those -- They were 13 asked to put parking behind their buildings and 14 they all did. 15 This latest is the counseling 16 services that moved in a couple of years ago 17 that has really made it ridiculous there. They 18 have six counselors, they have six appointments 19 every hour. And, although, you could drive by 20 there at one point in the day and not see a 21 single car, if it's -- there's no appointments 22 that hour. There are also times where there are	61 1 they come out of there. 2 The other part is, as I said, 3 parking has never been allowed on the west side 4 of Vine Street. But once the school closed, and 5 I think it was the year they redid Vine Street 6 with the paving on Vine Street, the no-parking 7 school zone signs got taken out. And a couple 8 of years later, I was at a meeting here for 9 something else, and I happen to mention that now 10 there's no signs there and everybody at that 11 meeting agreed, oh, no, there's still no parking 12 there. 13 I'm like, There's no signs that say 14 that. So the signs that got put up now say "No 15 parking." There's one at the corner house and 16 then our house doesn't have one in front of it. 17 There's one in front of -- I don't think the 18 next one has one in front of it. Then there's 19 one in front of the fourth house. Maybe Dennis 20 knows. Anyway, it all says is "No parking." 21 Well, it doesn't say it in front of my house, so 22 people park there, especially because the other

62 1 side of the street is full. 2 I think that that's got to say -- 3 If it's going to stay no parking there, which I 4 really, really beg of you all to support that, 5 the signs need to say "No parking this side of 6 the street," because I just go out and tell 7 people, You know, there's no parking here. 8 Oh, well, I'm just running in to 9 get a smoothie or something. 08:45:03PM 10 I go out and -- Well, I hope the 11 police don't come. I hope they do, actually. 12 Anyway, just, please, no parking this side of 13 street maybe would make it clear. I don't know. 14 Yeah. I just -- I'm concerned -- I guess the 15 main thing is you have to make that a two-way 16 street, otherwise, all of those cars are going 17 to have to turn right and then they are going to 18 be on Vine Street to join the crowds. 19 With all of the lawn maintenance 08:45:34PM 20 services that people use -- I mean, there's 21 probably six different lawn services that come 22 to our block because everybody uses a different	64 1 the discussions at the board level and 2 engineering regarding Second Street? 3 MS. SALMON: There were discussions 4 originally to make the street two-way. The 5 village board had decided to keep it one-way. 6 That's something that could be decided later 7 down the road. Looking at it as not changing 8 too much the traffic pattern and coming back 9 later. That was a concern. 08:47:03PM 10 It wasn't completely ruled out. 11 It's just not part of this approval and 12 something to look at separately. The 13 recommendation was to keep it one-way, which is 14 how the plans are right now. 15 MR. KRILLENBERGER: There had been 16 discussion about Zion Lutheran making their 17 parking spaces available for construction, busy 18 seasons, holidays. Has that progressed? 19 MR. MITCHELL: That's correct. Real 08:47:35PM 20 quickly. The construction parking, there's a 21 previously existing parking lot on the site, so 22 we can park there for construction vehicles, as
63 1 one. There's always one of those there, there's 2 the eight or nine cars for the counseling 3 service, you know, somebody else has a delivery 4 from FedEx. I mean, we sometimes have to wait 5 to get out of our driveway until some, you know, 6 commercial vehicle moves. 7 Those are the concerns I have. I'm 8 looking forward -- I wish -- Oh. Then the final 9 thing is I can't even imagine what you're going 08:46:05PM 10 to do with all of the work -- the construction 11 vehicles when you're working on this thing. 12 MR. MITCHELL: Don't change those signs 13 for a little bit -- I'm kidding. 14 MR. HINES: I don't even know -- I 15 can't imagine. I wish I could go to sleep and 16 wake up and it's all done and everything is 17 fine. That's -- Another concern is the 18 construction. I guess that's it for now. 19 CHAIRMAN CASHMAN: Okay. Thank you. 08:46:31PM 20 Appreciate it. I thought it stated it in the 21 here in the packet that the village was still 22 recommending that it stay one-way. What were	65 1 well as, once the garage is completed, they can 2 park in the garage. There is a letter that was 3 gracious and generous that the church produced 4 that there would be a collaboration if we have a 5 resident who has an overnight guest, if a 6 grandchild comes for a long weekend, they are 7 willing to work with us on that, and we 8 appreciated that. 9 I don't think we are going to 08:46:08PM 10 further contribute to the parking issues. I 11 don't know there's any solving of them. With 12 the baseball team that was using the facility, 13 that seemed to -- that was a couple years ago -- 14 that generated, really, a lot of traffic. Maybe 15 our residents will be the ones that are using 16 the consulting services and are walking now. I 17 don't know about that. Thank you. 18 CHAIRMAN CASHMAN: Does someone else 19 want to speak? 08:46:43PM 20 MR. DIORIO: Daniel Diorio. I just 21 moved in. I'm on the opposite side of the 22 longevity spectrum as Tom. I moved into

66 1 128 South Vine three months ago. The last thing 2 I want to be is an impediment or a barrier to 3 any of this. It sounds like this is the end of 4 a long journey for you all, which I can 5 appreciate. 6 I would second Tom's point about 7 the parking. Then, I guess, more, sort of, 8 broadly having access to the materials that you 9 all have. Frankly, it's pretty significant 10 implications. Balconies that will now be 11 looking into my house, which heretofore, I was 12 entirely unaware of. Again, I don't want to 13 slow the process down but, for my own 14 edification, it would be helpful to review, sort 15 of, the full proposal. 16 CHAIRMAN CASHMAN: If you go to the 17 village website Plan Commission, the entire 18 package is there on the PDF. You can review it. 19 MR. DIORIO: Thank you. 20 CHAIRMAN CASHMAN: Anyone else? 21 (No response.) 22 Seeing none, should we close the	68 1 MS. SALMON: Commissioner Haarlow? 2 MS. HAARLOW: Aye. 3 MS. SALMON: Commissioner Curry? 4 MS. CURRY: Aye. 5 MS. SALMON: Commissioner 6 Krillenberger? 7 MR. KRILLENBERGER: Aye. 8 MS. SALMON: Commissioner Jablonski? 9 MR. JABLONSKI: Aye. 10 MS. SALMON: Commissioner Crnovich? 11 MS. CRNOVICH: Aye. 12 MS. SALMON: Commissioner Willobee? 13 MR. WILLOBEE: Aye. 14 MS. SALMON: Commissioner Fiascone? 15 MS. FIASCONE: Aye. 16 MS. SALMON: Chairman Cashman? 17 CHAIRMAN CASHMAN: Aye. 18 Commissioners, thoughts, comments? 19 Seems like everyone likes the proposal. 20 Any conditions you want to put on 21 the recommendation? We talked about for the 22 outdoor area, restrictions on hours and volume
67 1 public hearing? 2 MS. CURRY: One more question. The 3 question about the no parking versus the no 4 parking this side of street, is that something, 5 since it was supposed to be there, can we make 6 that correction? 7 MS. SALMON: Yeah. That's something I 8 can work with Mr. Hines on. If we're lacking 9 some street signs, that's something that we can 10 look at. That's completely separate from this. 11 I have talked about that before, so we can 12 certainly follow up. 13 MS. CURRY: Thank you. 14 MS. CRNOVICH: We have a sign in front 15 of our house but it's no parking this side of 16 street, so it's usually not a problem. 17 CHAIRMAN CASHMAN: Can I have a motion 18 to close the public hearing? 19 MS. CRNOVICH: So moved. 20 MR. KRILLENBERGER: Second. 21 CHAIRMAN CASHMAN: Roll call vote, 22 please.	69 1 and to put that in the bylaws. And I would like 2 the village board to reconsider the two-way 3 street. 4 MS. CURRY: Me, too. 5 CHAIRMAN CASHMAN: It made sense when 6 it was a school. It was pretty common safety 7 for kids going the same direction. It seems 8 like it doesn't make sense anymore. It would 9 be -- I want the trustees to reconsider that. 10 MS. HAARLOW: I agree. 11 MS. CURRY: Agree. 12 CHAIRMAN CASHMAN: Any other comments? 13 (No response.) 14 Can I have a motion to approve 15 A-38-2022 for planned development detailed plan, 16 exterior appearance and site plan review, map 17 amendment, tentative and final plat of 18 subdivision, and sign permit review to allow for 19 the development of 12 age-restricted lifestyle 20 housing units within an existing building 21 located at 125 South Vine Street, as submitted 22 with the recommendation to investigate bylaws

1 for the sound hours and volume, and then ask the
 2 board to look at parking signs in the
 3 neighborhood, and then the two-way street. And
 4 I also like the idea to investigate anything
 5 else you can do with the storm water, too. If
 6 you can add some kind of wall, that would be
 7 great.

8 That will would be so moved.

9 MS. CURRY: Second, Curry.

08:52:34PM

10 CHAIRMAN CASHMAN: Roll call vote,
 11 please, Beth.

12 MS. SALMON: Commissioner Haarlow?

13 MS. HAARLOW: Aye.

14 MS. SALMON: Commissioner Curry?

15 MS. CURRY: Aye.

16 MS. SALMON: Commissioner

17 Krillenberger?

18 MR. KRILLENBERGER: Aye.

19 MS. SALMON: Commissioner Jablonski?

20 MR. JABLONSKI: Aye.

21 MS. SALMON: Commissioner Crnovich?

22 MS. CRNOVICH: Aye.

1 MS. SALMON: Commissioner Willobee?

2 MR. WILLOBEE: Aye.

3 MS. SALMON: Commissioner Fiascone?

4 MS. FIASCONE: Aye.

5 MS. SALMON: Chairman Cashman?

6 CHAIRMAN CASHMAN: Aye.

7 (Which were all of the
 8 proceedings in the above
 9 entitled cause.)

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STATE OF ILLINOIS)

) ss:

COUNTY OF DU PAGE)

I, KRISTI LANDOLINA, Certified
 Shorthand Reporter, Registered Professional
 Reporter, and Notary Public in and for the
 County DuPage, State of Illinois, do hereby
 certify that previous to the commencement of the
 examination and testimony of the various
 witnesses herein, they were duly sworn by me to
 testify the truth in relation to the matters
 pertaining hereto; that the testimony given by
 said witnesses was reduced to writing by means
 of shorthand and thereafter transcribed into
 typewritten form; and that the foregoing is a
 true, correct and complete transcript of my
 shorthand notes so taken aforesaid.

IN TESTIMONY WHEREOF I have
 hereunto set my electronic signature this
 23rd day of October, A.D. 2023.

/s/ Kristi Landolina
 KRISTI LANDOLINA, CSR, RPR
 C.S.R. No. 84-004611,
 Notary Public, DuPage County

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

CLERK'S CERTIFICATE

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE VILLAGE OF HINSDALE RELATIVE TO PROPERTY LOCATED AT 125 S. VINE STREET AND A PORTION OF 116 S. GRANT STREET – HOLLADAY PROPERTIES SERVICES MIDWEST, INC. AND ZION LUTHERAN CHURCH

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

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

Village Clerk

[SEAL]

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE APPROVING A DETAILED PLAN FOR A PLANNED DEVELOPMENT, ASSOCIATED WAIVERS AND VARIATIONS, EXTERIOR APPEARANCE AND SITE PLAN APPROVAL, AND A SIGN PERMIT FOR THE VINE STREET STATION PLANNED DEVELOPMENT AND LIFESTYLE HOUSING AT 125 S. VINE STREET AND A PORTION OF 116 S. GRANT STREET – HOLLADAY PROPERTIES SERVICES MIDWEST, INC. AND ZION LUTHERAN CHURCH

WHEREAS, Holladay Properties Services Midwest, Inc. and Zion Lutheran Church (collectively, the “Petitioner”) were previously, in Ordinance No. O2022-22, given approval for a Planned Development Concept Plan and Special Use Permits for a Planned Development; and

WHEREAS, the Petitioner has now filed with the Village of Hinsdale an application (the “Application”) seeking Planned Development Detailed Plan approval with associated waivers and variations, Exterior Appearance and Site Plan approval, and a sign permit, as well as other approvals related to the proposed Planned Development (the “Planned Development”) for twelve (12) age-restricted lifestyle housing units within an existing building on a 0.61-acre site at 125 S. Vine Street and a portion of the adjacent property to the east located at 116 S. Grant Street, Hinsdale, Illinois, (collectively, the “Property”), previously located in the IB Institutional Buildings Zoning District and recently rezoned to O-1 Specialty Office Zoning District in a separate ordinance; and

WHEREAS, the Property is legally described in **Exhibit A** attached hereto and made a part hereof; and

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

WHEREAS, on October 11, 2023, the Plan Commission held a public hearing on the Application pursuant to notice thereof properly published in *The Hinsdalean*, and, after considering all of the testimony and evidence presented at the public hearing, recommended approval by the Board of Trustees of the Planned Development Detailed Plan, the Exterior Appearance and Site Plans, and a Sign Permit, by a vote of eight (8) in favor and zero (0) opposed, all as set forth in the Plan Commission's Findings and Recommendation for Plan Commission Case No. A-38-2022 (“Findings and Recommendation”), a copy of which is attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village have duly considered the Findings and Recommendation of the Plan Commission, and all of the materials, facts and circumstances affecting the Application, and find that, with the conditions specified below, the Detailed Plans and approval of related waivers and

variations for the Planned Development, Exterior Appearance and Site Plans, and Sign Permit all satisfy the respective standards set forth in the Zoning Code relating to such approvals. The various documents submitted by the Applicant to the Board of Trustees in support of such approvals are attached hereto as **Group Exhibit C** and made a part hereof.

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

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

Section 2: Approval of Detailed Plans, Exterior Appearance and Site Plans, and Sign Permit. The President and Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Zoning Code, hereby adopts and approves the Findings of Fact of the Plan Commission attached hereto as **Exhibit B**, and approves the Detailed Plans and related waivers and variations for the Planned Development, Exterior Appearance and Site Plans, and Sign Permit proposed in the Application, for the Property as legally described in **Exhibit A**, located in the O-1 Specialty Office Zoning District. The approved Detailed Plan for twelve (12) age-restricted lifestyle housing units within an existing building, along with a Table of Compliance detailing the Waivers and Variations for development of the Property, the Exterior Appearance and Site Plans, and Sign Permit information, are incorporated by reference as **Group Exhibit C**, and made a part hereof. The approval is specifically conditioned on the following:

- a. The approvals given herein are subject to compliance by the Petitioner with the timing and other requirements of the Hinsdale Zoning Code relative to the subsequent submission and approval of Final Plans for the Planned Development.
- b. In order to facilitate adequate water service to the Property, the Petitioner shall negotiate and enter into an agreement with the Village relative to the scope, construction, and shared cost of the anticipated water main replacement on Second Street, which will extend from approximately Vine Street to Grant Street, along with other associated improvements to the right-of-way.
- c. An outdoor television may be installed in the common areas but only so long as it is used at levels that do not exceed 60 decibels at the property line. The Village of Hinsdale may require the removal of the outdoor television in the future if it determines that the noise levels exceed 60 decibels at the property line.

Section 3: Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance or of any applicable code, ordinance, or regulation of the Village shall be grounds for the immediate rescission by the Board of Trustees of the approvals made in this Ordinance.

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

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

PASSED this _____ day of _____ 2023.

AYES: _____

NAYS: _____

ABSENT: _____

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

Thomas K. Cauley, Jr., Village President

ATTEST:

Emily Tompkins, Village Clerk

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

By: _____

Its: _____

Date: _____, 2023

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOTS 11 AND 12 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

**COMMONLY KNOWN AS: 125 S. VINE STREET, HINSDALE, ILLINOIS
PINS: 09-12-110-006-0000 AND 09-12-110-007-0000**

AND, UPON FUTURE APPROVAL OF A PLAT OF SUBDIVISION, TO INCLUDE A PART OF THE FOLLOWING:

PART OF LOT 10 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

**COMMONLY KNOWN AS: A PART OF 116 S. GRANT STREET, HINSDALE, ILLINOIS
PINS: 09-12-110-014-0000 AND 09-12-110-015-0000**

EXHIBIT B

**FINDINGS AND RECOMMENDATION FOR
PLAN COMMISSION CASE NO. A 38-2022
(ATTACHED)**

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

APPLICATION: 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

PROPERTY: 125 S. Vine Street – Former private school building (PINs: 09-12-110-006; 09-12-110-007); 204 S. Grant Street – Membership organization building / church with child day care and preschool (PINs: 09-12-111-010; 09-12-111-011; 09-12-111-012; 09-12-111-017); 116 S. Grant Street – Single-family home / Pastor’s residence (PINs: 09-12-110-014; 09-12-110-015)

APPLICANT: Holladay Properties Services Midwest, Inc. and Zion Lutheran Church

REQUEST: Planned Development Detailed Plan and associated waivers to the Zoning Code and Village Code, Exterior Appearance and Site Plan Review, Map Amendment, Tentative and Final Plat of Subdivision, and Sign Permit Review Text Amendment, Planned Development Concept Plan, Special Use Permit, and Major Adjustment to the Zion Lutheran Church Planned Development

PLAN COMMISSION (PC) REVIEW: October 11, 2023

BOARD OF TRUSTEES 1ST READING: November 7, 2023

SUMMARY OF REQUEST: The Village of Hinsdale received an application from Holladay Properties Services Midwest, Inc. requesting 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, a proposed planned development 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.

The Detailed Plan approval includes certain waivers and variations from the Village of Hinsdale Zoning Code (the “Zoning Ordinance”) and the Village Code (the “Village Code of Hinsdale”) relative to the Planned Development. The various waivers and variations (“Waivers and Variations”) sought by applicant are attached hereto as **Exhibit 1** and made a part hereof.

Office buildings in the O-1 Specialty Office District are located to the north and to the east of the property. Single-family detached homes in the R-4 Single Family Residential District are located to the south, east, and west of the subject property. Zion Lutheran Church is located to the south across Second Street in the IB Institutional Buildings District.

BACKGROUND: On August 16, 2022, the Village Board approved the following ordinances related to this project:

1. 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.

2. Ordinance No. O2022-22 – An Ordinance approving 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
3. 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.

PUBLIC HEARING SUMMARY: A public hearing for the submitted applications was held on Wednesday, October 11, 2023, in Memorial Hall, in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois, pursuant to a notice published in *The Hinsdalean* September 14, 2023. A copy of the published notice is attached hereto as Exhibit 2 and made a part hereof. Mailed notice was sent to nearby property owners and a sign was posted by the applicant, as required by the Village's Zoning Ordinance ("Zoning Code"). In addition, the Village publicized the public hearing on its website.

At the duly and properly noticed public hearing, Drew Mitchell, representing Holladay Properties Services Midwest, Inc., provided a presentation to the Plan Commission on the proposed development. Christopher Walsh, the architect for the project representing Tandem, Inc., and Lauren Kavanaugh, the project attorney representing LK Law, LLC, were also present and assisted with the presentation. Mr. Walsh described the changes to the proposed plans since the prior approvals were granted in August 2022. Ms. Kavanaugh provided an overview of the Condominium Association Bylaws and Covenants, which includes age-restricted provisions requiring 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 to be compliant with the Fair Housing Act. Other members of the project team and a representative of Zion Lutheran Church were in attendance in the audience.

Chairman Cashman noted that the Plan Commission and Village Board shall consider whether the Planned Development Detailed Plan is in substantial conformity with the approved Concept Plan in accordance with the regulations of Section 11-603(D) 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.

Following the presentation, the Plan Commission members asked the applicant questions and provided feedback on the project. The applicant responded to the questions by the Plan Commission members. Topics discussed during the public hearing included proposed changes to the plans since the Concept Plan approval, Federal Fair Housing Act laws and the age-restricted limits proposed in the Condominium By-laws, the proposed height of the flagpole with possible lighting and noise concerns, the removal of the required loading space on site, the moving in process for future residents, details on the interior layout and design of the building, demand and interest in units, proposed lighting on the building, future signage for the park spaces, trash pick-up, floodplain and stormwater details, flooding concerns, and various relief requested to the bulk regulations in the Zoning and Village Code.

Of note, there were several discussions over the outdoor television proposed in the private courtyard to the south of the building. Commissioners noted concerns over noise and the hours of operation, which could negatively impact adjacent residents in the area, as well as safety issues due to the possible distraction to people driving vehicles on Second Street. There was a discussion over possible solutions without removing the outdoor TV. Mr. Mitchell noted the importance of including an outdoor TV in the development as this area would serve as an outdoor living room to future residents and help create a community space. Mr. Mitchell stated they would look into design options and adding language into the by-laws that would mitigate negative impacts to neighboring properties or safety concerns.

Commissioners noted support for the project, commenting they appreciated historic preservation and repurposing of the building, liked the design of the building and site, and thought there was a need for this type of housing in the community for residents looking to down-size.

Testimony was taken and heard by the Plan Commission on application requests. All persons testifying during the public hearing were sworn in prior to giving testimony. All persons wishing to be heard were given the opportunity to provide testimony on their own behalf.

Two (2) members of the public spoke at the public hearing. Members of the public expressed overall support for the project, but discussed potential concerns over stormwater, the floodplain, past flooding, the outdoor TV, and parking. One resident noted that flooding frequently occurred in the past on Vine Street and Second Street. Although flooding has gotten better over time, they do not want the development to make flooding in the area worse. There was a discussion over past flooding and stormwater. The applicant noted that they are decreasing impervious surface area as part of the project and will meet all DuPage County and Village code requirements. Commissioners noted that the applicant could look into other methods to increase stormwater volume as part of the project to prevent flooding.

Residents also brought up existing parking issues in the area from the businesses currently located on the east side of Vine Street. They did not want this development to exacerbate parking issues. A resident stated that people visiting the businesses on the east side of Vine Street regularly park on the west side of Vine Street, which is not allowed. The resident asked if the Village could look into replacing the existing No Parking Any Time signs to "No Parking This Side of Street". The hope is that this language will make it clearer to visitors that they cannot park anywhere on the west side of the street. It was also requested that the Village look into adding more "No Parking" signs on the west side of Vine Street, investigate if Second Street can be converted into two-way traffic, and how construction will be staged at the site.

There was a discussion over the conversion of Second Street from one-way to two-way traffic. A resident noted that keeping the street one-way could impact traffic negatively on Vine Street. The Village Board had previously determined during the discussions for the Planned Development Concept Plan that Second Street would remain one-way.

One resident also noted that he did not have access to the packet materials prior to the meeting and was informed that the materials are located on the Village's website for review.

There being no further questions or members of the public wishing to speak on the application, the public hearing was closed.

A transcript of the public hearing is attached hereto as **Exhibit 3** and made a part hereof.

MOTIONS AND RECOMMENDATIONS: Following the close of the public hearing on October 11, 2023, a motion was made by Commissioner Willobee, seconded by Commissioner Curry, to recommend approval of a Planned Development Detailed Plan with associated waivers to the Zoning Code and Village Code, 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, for Case A-38-2022, subject to the following conditions:

1. The applicant shall investigate amendments to the Condominium By-laws to address noise and hours of operation for the proposed outdoor television.
2. The applicant shall investigate if additional stormwater management infrastructure or practices may be used.

In addition, the Plan Commission recommended that the Village Board evaluate changes to parking signs on adjacent streets in the neighborhood and consider converting Second Street from a one-way street to a two-way street.

The motion carried by the roll call vote of eight (8) ayes and zero (0) nays, with one (1) absent, as follows:

AYES: Commissioners Haarlow, Curry, Krillenberger, Jablonski, Crnovich, Willobee, Fiascone, and Chairman Cashman

NAYS: None

ABSTAIN: None

ABSENT: Commissioner Moore

FINDINGS ON THE PROPOSED PLANNED DEVELOPMENT DETAILED PLAN: The Plan Commission, based upon the evidence presented at the public hearing, and pursuant to Section 11-603(D)(3)(e) of the Hinsdale Zoning Code, makes the following Findings as to the application requesting Planned Development Concept Plan approval:

1. The Detailed Plan is in substantial conformity with the previously approved Concept Plan. Any changes to the plans were considered warranted. The Plan Commission found this standard to have been met;

2. The Detailed Plan complies with all conditions imposed in Ordinance No. O2022-22 approving the Concept Plan. The Plan Commission found all conditions set forth in the Ordinance approving the Concept Plan have been met; and
3. The Detailed Plan complies with the provisions of the Hinsdale Zoning Code, and all other applicable federal, State and Village codes, ordinances and regulations, with the exception of the requested associated waivers to the Zoning Code and Village Code. The Plan Commission found this standard to have been met.

The Plan Commission found the Standards for a Special Use Permit for a Planned Development and Lifestyle Housing set forth in Section 11-602(E)(1) of the Zoning Code, the specific objectives sought to be accomplished through the Planned Development process set forth in Section 11-603(B) of the Zoning Code, the Additional Standards for Planned Developments set forth in Section 11-603(E)(2) of the Zoning Code, and the Standards for lifestyle housing set forth in Section 11-603(M) to be met in the Findings incorporated in Ordinance No. O2022-22, the Planned Development Concept Plan and Special Use Permits for a Planned Development and Lifestyle Housing for Vine Street Station, and various waivers to the Zoning Code and Village Code, approved by Village Board of Trustees on August 16, 2022.

FINDINGS ON WAIVERS/VARIATIONS TO REGULATIONS: The list of Waivers and Variations sought by the Applicant is attached hereto as Exhibit 1 and made a part hereof. The Plan Commission, based upon the evidence presented at the public hearing, and pursuant to Section 11-603(H) of the Zoning Code, makes the following Findings as to the Waivers and Variations to regulations sought as part of the Planned Development:

1. The Waivers and Variations will achieve the purposes for which Planned Developments may be approved pursuant to the Hinsdale Zoning Code and Village Code. The Planned Development has been the subject of an extensive review and approval process. The majority of the requested Waivers and Variations are a result of existing conditions, such as building setbacks, and due to the repurposing of an existing building. Detailed findings relative to the Planned Development are set forth in the Plan Commission findings and recommendations in Ordinance No. O2022-22, approved by Village Board of Trustees on August 16, 2022. This standard has been met;
2. The Waivers and Variations will not violate the general purposes, goals, and objectives of the Zoning Code, Village Code, or Comprehensive Plan. The Planned Development has been the subject of an extensive review and approval process. The majority of the requested Waivers and Variations are a result of existing conditions, such as building setbacks, and due to the repurposing of an existing building. Detailed findings relative to the Planned Development and its consistency with the purposes, goals, and objectives of the Zoning Code are set forth in the Plan Commission findings and recommendations in Ordinance No. O2022-22, approved by Village Board of Trustees on August 16, 2022. This standard has been met; and
3. The Waivers and Variations will result in a development providing compensating amenities to the Village. The Waivers and Variations shall facilitate the proposed development and the amenities provided to the Village by the Planned Development. The proposed Planned Development includes various open space amenities, including a corner pocket park to be privately owned and maintained, but accessible to the public. Improvements to the Village right-of-way are also proposed.

FINDINGS ON THE PROPOSED TENTATIVE AND FINAL PLAT OF SUBDIVISION: In accordance with Section 11-603(D)(3) of the Zoning Code, when a subdivision of land subject to the Hinsdale Subdivision Ordinance is proposed in connection with a Planned Development, review of the Tentative Plat of the proposed subdivision shall be carried out simultaneously with review of the Detailed Plan. The proposed Tentative and Final Plat of Subdivision shall be in compliance with the Subdivision Regulations outlined in Title 11 of the Village Code.

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.

FINDINGS ON THE PROPOSED MAP AMENDMENT: The Plan Commission, based upon the evidence presented at the public hearing, and pursuant to Section 11-601(E) of the Hinsdale Zoning Code, made the following Findings as to the Proposed Map Amendment:

STANDARDS FOR APPROVING MAP AMENDMENT: Section 11-601(E) of the Zoning Code provides that the wisdom of amending the zoning map or the text of the Zoning Code is a matter committed to the sound legislative discretion of the board of trustees and is not dictated by any set standard. However, in determining whether a proposed amendment should be granted or denied the board of trustees should be guided by the principle that its power to amend this code is not an arbitrary one but one that may be exercised only when the public good demands or requires the amendment to be made. In considering whether that principle is satisfied in any particular case, the Board of Trustees should weigh, among other factors, certain factors:

1. The consistency of the proposed amendment with the purposes of this code.
2. The existing uses and zoning classifications for properties in the vicinity of the subject property.
3. The trend of development in the vicinity of the subject property, including changes, if any, in such trend since the subject property was placed in its present zoning classification.
4. The extent, if any, to which the value of the subject property is diminished by the existing zoning classification applicable to it.
5. The extent to which any such diminution in value is offset by an increase in the public health, safety, and welfare.
6. The extent, if any, to which the use and enjoyment of adjacent properties would be affected by the proposed amendment.
7. The extent, if any, to which the value of adjacent properties would be affected by the proposed amendment.
8. The extent, if any, to which the future orderly development of adjacent properties would be affected by the proposed amendment.
9. The suitability of the subject property for uses permitted or permissible under its present zoning classification.
10. The availability of adequate ingress to and egress from the subject property and the extent to which traffic conditions in the immediate vicinity of the subject property would be affected by the proposed amendment.
11. The availability of adequate utilities and essential public services to the subject property to accommodate the uses permitted or permissible under its present zoning classification.
12. The length of time, if any, that the subject property has been vacant, considered in the context of the pace of development in the vicinity of the subject property.
13. The community need for the proposed amendment and for the uses and development it would allow.

MAP AMENDMENT FINDINGS: The Plan Commission found that a Map Amendment to allow for the rezoning of the 0.61-acres from the IB Institutional Buildings District to the O-1 Specialty Office Zoning District is generally consistent with the purposes of the Zoning Code. The proposed Map Amendment is consistent with the existing uses and zoning classifications for the properties in the vicinity and the property will be suitable for the proposed twelve (12) age-restricted lifestyle housing units upon rezoning to the O-1 District under the proposed Planned Development.

On August 16, 2022, the Village Board, in Ordinance No. O2022-21, allowed for 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. The proposed Map Amendment would allow for lifestyle housing to be approved as part of a Planned Development and a Special Use in the O-1 District.

The proposed development will provide high-quality condominium dwellings near the downtown, allow for increased housing options for older population which are in limited supply in the Village, and allow for the adaptive reuse of a historic former private school building for Zion Lutheran Church into twelve (12) lifestyle housing units that are compatible with the existing transitional nature of the area that includes a membership organization building and day care, office buildings, and single-family homes in the O-1, IB, and R-4 Districts.

The proposed use of lifestyle housing is intended to provide high quality townhouse and condominium housing that is attractive to existing Hinsdale residents who seek housing that requires less maintenance than single-family detached houses; residents who wish to remain in the village, close to neighbors, friends, and familiar institutions, near downtown shopping and amenities, and close to the transportation center of the village. Lifestyle housing may be appropriate on property near downtown Hinsdale and on property of a transitional nature between the downtown retail environment and nearby single-family residential areas.

The proposed project fits within the trend of development in the vicinity of the subject property. The existing historic building fits within the context of the surrounding neighborhood and the massing, scale, and overall building envelope will be unchanged. The proposed Map Amendment will not diminish the public health, safety, and welfare of the area and will enhance the value, enjoyment, and the use of adjacent properties. The former private school building has been vacant for several years. The current property owner, Zion Lutheran Church, has been unable to find other educational uses or alternative uses to occupy the building. With the proposed approval, the building would be converted into a new use with residential units that contributes to Village property taxes. The proposed Map Amendment will not negatively impact the future development of adjacent properties and will benefit the community by re-developing a site that has been vacant and underused for years.

The proposed development will provide adequate ingress and egress into the site. Access into the site and lower level parking garage will be provided from a driveway off of Second Street. The proposed configuration will create no negative impacts on vehicular traffic patterns. The submitted traffic study found that 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. The Plan Commission asked the Village Board to consider converting Second Street into two-way traffic.

The utilities and essential public services currently available at the site are adequate to accommodate the use. The amendment will not further tax public utilities and facilities in the area. The proposed development will entail improvements to the Vine Street and Second Street right-of-ways. Seven (7) non-complaint angled parking spaces in the Village parkway on Second Street will be removed to bring this area into compliance, and new curb, grass, and two (2) parkway trees will be installed. 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.

FINDINGS ON THE EXTERIOR APPEARANCE AND SITE PLAN REVIEW: In recommending approval of the Exterior Appearance and Site Plan, 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.

With the exception of the requested Waivers and Variations, the proposed plans meet the standards of the Zoning Code and Village Code. The flexibility and use of land permitted by the Planned Development process will allow for the adaptive reuse and conversion of an existing vacant former historic school building into lifestyle housing condominium units and a development targeted at empty-nesters within the Village in a manner that would not be possible through strict application of the Village's standard zoning regulations. The project largely meets the bulk, yard, and space standards for lifestyle housing set forth in set forth in Section 11-603(M)(6), with the exception of building height, which is an existing non-conforming condition and is not increasing under the proposed project. The requested Waivers and Variations require relief from the Village Code and Zoning Code bulk regulations for the O-1 District, fencing, off-street parking, and loading. The project requires zoning relief for various bulk requirements, largely due to existing conditions such as building setbacks.

The proposed site plan will not destroy, damage, detrimentally modify, or interfere with the enjoyment of significant natural, topographical, or physical features of the site or of surrounding property. The proposed site plan does not otherwise adversely affect the public health, safety, or general welfare. The site design, preservation of the existing historic components of the building and proposed architectural details, and the existing building massing and scale, were considered visually attractive and compatible with the surrounding land uses.

The project would benefit the community as a whole by providing additional residential units in the Village in a form that will be attractive to older people looking to downsize from larger single-family homes and live near the downtown area.

The proposed site plan does not create undue traffic congestion or hazards in the public streets, and the circulation elements of the proposed site plan do not unreasonably create hazards to safety on or off site or disjointed, inefficient pedestrian or vehicular circulation paths on or off site. A traffic study by KLOA, Inc. included findings that determined that the condominium 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. The Plan Commission recommended that the Village Board reconsider the conversation of Second Street from one-way to two-way traffic. The proposed development meets parking requirements and additional overflow parking for guests could be accommodated in Zion Lutheran Church's parking lot to the south on Second Street.

The proposed plans provides ample site landscaping, adequate shielding from or for nearby uses, and open space. The proposed site plan improves an existing vacant building and will include new pervious surfaces, landscaping, and the conversion of non-conforming parking on Second Street into a new landscaped parkway with street trees. Open space is provided through three (3) separate outdoor park and amenity spaces with a combined area of 0.26-acres, all of which will be privately owned and maintained by a future homeowner's association. One of the park spaces will be accessible to the public and will provide a benefit to the Village and surrounding neighborhood. The applicant is providing adequate public open space pursuant to the Village's Subdivision Ordinance, to meet the requirements listed in Section 11-1-12(G) of the Village Code.

The proposed site plan does not create unreasonable drainage or erosion problems or fail to fully and satisfactorily integrate the site into the overall existing and planned drainage system serving the Village. The property is located in a floodplain and the development will be required to meet all codes by the Village and DuPage County Stormwater and Flood Plain Ordinance. The proposed development will reduce the amount of impervious surface as part of this project, restore the existing non-conforming parking on Second Street into a landscaped parkway, and will install ample landscaping on site.

Adequate public facilities will be provided. The applicant is proposing three park spaces that will be privately owned and maintained by the future homeowner's association. One of the park areas will be

accessible to the public and two which will be for condominium residents. The proposed outdoor areas will provide a public benefit to the Village and surrounding neighborhood. Improvements are proposed to Village sidewalks and the Second Street right-of-way, where the applicant will install a new curb, grass, and two (2) parkway trees. Additionally, the applicant is coordinating with the Village on a proposed Second Street water main replacement project extending from Vine Street to Grant Street.

The development incorporates quality materials, open spaces, landscaping, and overall design. Because the existing historic building will be preserved as part of the project and the building height will not increase, the scale of the building will remain unchanged and will fit into the surrounding area. Many of the proposed Waivers from the Zoning Code and Village Code regulations are a result of the existing conditions of the buildings, such as setbacks.

No destruction, loss, or damage of any natural, scenic, or historic feature of significant importance is anticipated, and the proposed Planned Development complies with additional standards imposed upon it through the Zoning Code other than for the waivers requested. The applicant intends to preserve the existing historic building and converted the former school into a residential use. The requested deviations from the Zoning Code regulations are largely a result of non-conforming conditions from utilizing an existing building.

RECOMMENDATION: Based on the findings set forth above, the Village of Hinsdale Plan Commission, by a vote of eight (8) ayes and zero (0) nays, with one (1) absent, recommend approval of a Planned Development Detailed Plan with associated waivers to the Zoning Code and Village Code, 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, a Tentative and Final Plat of Subdivision, and a Sign Permit 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, for Case A-38-2022, subject to the following conditions:

1. The applicant shall investigate amendments to the Condominium By-laws to address noise and hours of operation for the proposed outdoor television.
2. The applicant shall investigate if additional stormwater management infrastructure or practices may be used.

In addition, the Plan Commission recommends that the Village Board evaluate changes to parking signs on adjacent streets in the neighborhood and consider converting Second Street from a one-way street to a two-way street.

Signed: Stephen J. Cashman
Steve Cashman, Chair
Plan Commission
Village of Hinsdale

Date: 11/09/23

Vine Street Station – Waivers and Variations to the Zoning Code and Village Code

- 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 Waivers and Variations Included in the Planned Development Concept Plan Ordinance No. O2022-22 – 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"

**VILLAGE OF HINSDALE
NOTICE OF PLAN COMMISSION
PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN to all persons that the Village of Hinsdale Plan Commission shall conduct a public hearing on Wednesday, October 11, 2023 at 7:30 p.m. in the Memorial Building, 19 E. Chicago Avenue, Hinsdale, Illinois for the purpose of considering an application from Holladay Properties Services Midwest, Inc. for a Planned Development Detailed Plan with certain associated waivers and/or modifications to applicable Zoning Code provisions, 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.

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. On August 16, 2022, the Village Board approved the following ordinances related to this project: 1) Ordinance No. O2022-21, a Text Amendment to Zoning Code Sections 6-106 and 11-603 to allow for Lifestyle Housing as a Special Use and Planned Development in the O-1 Specialty Office District; 2) Ordinance No. O2022-22, a Planned Development Concept Plan and Special Use Permits for a Planned Development and Lifestyle Housing with associated waivers to the Zoning Code; 3) Ordinance No. O2022-23, a Major Adjustment to the Zion Lutheran Church Planned Development to remove 0.61-acres consisting of 125 S. Vine Street and a portion of 116 S. Grant Street from the existing 1.96-acre Planned Development located in the IB Institutional Buildings District and associated waivers to the Zoning Code.

Copies of documents relating to the proposed request are on file and available for public inspection during regular Village business hours in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois. Please email Village Clerk Emily Tompkins at etompkins@villageofhinsdale.org for additional information. This project is known as Case A-38-2022.

The common addresses are 125 S. Vine Street (PINs: 09-12-110-006; 09-12-110-007), 204 S. Grant Street (PINs: 09-12-111-010; 09-12-111-011; 09-12-111-012; 09-12-111-017), and 116 S. Grant Street (PINs: 09-12-110-014; 09-12-110-015) in Hinsdale IL, 60521 and legally described as follows:

LOT 1, THE EAST 70.00 FEET OF LOTS 2 AND 3 AND ALL OF LOTS 4, 5, 6 IN BLOCK 5, ALSO, LOTS 10, 11, 12, AND 13 IN BLOCK 6 ALL 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.

At said public hearing, the Plan Commission shall accept all testimony and evidence pertaining to the said application and shall consider any and all possible zoning actions, including the granting of any necessary special permits, variations, planned development concept plan approval, map amendment, text amendment, other special approvals, and/or other amendments to the Zoning Code that may be necessary or convenient to permit development of the proposed type at the described property. All interested persons are invited to attend and be heard.

Dated: September 1, 2023

Emily Tompkins, Village Clerk

To be published in the Hinsdalean on September 14, 2023

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

BEFORE THE HINSDALE PLAN COMMISSION

In the Matter of:)
)
)
VINE STREET STATION)
CASE NO. A-38-2022)

REPORT OF PROCEEDINGS had and testimony
taken at the hearing of the above-entitled
matter before the Hinsdale Plan Commission, at
19 East Chicago Avenue, Hinsdale, Illinois, on
the 11th day of October, A.D. 2023, at the
hour of 7:30 p.m.

BOARD MEMBERS PRESENT:

MR. STEPHEN CASHMAN, Chairman;
MR. JIM KRILLENBERGER, Member;
MS. JULIE CRNOVICH, Member;
MS. ANNA FIASCONE, Member;
MS. LAUREL HAARLOW, Member;
MR. MARK WILLOBEE, Member;
MR. GERALD JABLONSKI, Member;
MS. CYNTHIA CURRY, Member.

2 1 ALSO PRESENT: 2 MS. BETHANY SALMON, Village Planner; 3 MR. DREW MITCHELL, Applicant; 4 MR. MICHAEL O'CONNOR, Applicant; 5 MR. CHRISTOPHER WALSH, Architect; 6 MS. LAUREN KAVANAUGH, Attorney for 7 Applicant. 8 CHAIRMAN CASHMAN: Call to order the 9 Plan Commission meeting for Wednesday, 10 October 11th. 11 Roll call, please, Bethany. 12 MS. SALMON: Commissioner Haarlow? 13 MS. HAARLOW: Here. 14 MS. SALMON: Commissioner Curry? 15 MS. CURRY: Here. 16 MS. SALMON: Commissioner 17 Krillenberg? 18 MR. KRILLENBERGER: Here. 19 MS. SALMON: Commissioner Jablonski? 20 MR. JABLONSKI: Here. 21 MS. SALMON: Commissioner Crnovich? 22 MS. CRNOVICH: Here. 07:32:26PM	4 1 MS. SALMON: You can do a motion to 2 open the public hearing. 3 CHAIRMAN CASHMAN: Motion to open the 4 public hearing. 5 MR. JABLONSKI: So moved. 6 MR. KRILLENBERGER: Second. 7 CHAIRMAN CASHMAN: Roll call vote, 8 please. 9 MS. SALMON: Commissioner Haarlow? 10 MS. HAARLOW: Aye. 11 MS. SALMON: Commissioner Curry? 12 MS. CURRY: Aye. 13 MS. SALMON: Commissioner 14 Krillenberg? 15 MR. KRILLENBERGER: Aye. 16 MS. SALMON: Commissioner Jablonski? 17 MR. JABLONSKI: Aye. 18 MS. SALMON: Commissioner Crnovich? 19 MS. CRNOVICH: Aye. 20 MS. SALMON: Commissioner Willobee? 21 MR. WILLOBEE: Aye. 22 MS. SALMON: Commissioner Fiascone? 07:42:29PM
3 1 MS. SALMON: Commissioner Willobee? 2 MR. WILLOBEE: Here. 3 MS. SALMON: Commissioner Fiascone? 4 MS. FIASCONE: Here. 5 MS. SALMON: Commissioner Moore is 6 absent. 7 And Chairman Cashman? 8 CHAIRMAN CASHMAN: Here. 9 (WHEREUPON, proceedings were 10 had which were not taken 11 stenographically.) 12 CHAIRMAN CASHMAN: Our next order of 13 business is a public hearing. Case A-38-2022, 14 the Vine Street Station planned development 15 detailed plan, exterior appearance and site plan 16 review, map amendment, tentative and final plat 17 of subdivision, and sign permit review to allow 18 for the development of 12 age-restricted 19 lifestyle housing units within an existing 20 building located at 125 South Vine Street. 21 Is there someone here representing the 22 applicant? 07:41:58PM	5 1 MS. FIASCONE: Aye. 2 MS. SALMON: Chairman Cashman? 3 CHAIRMAN CASHMAN: Aye. 4 If there's anyone who would like to 5 speak on this matter, if you could, please, be 6 sworn in. 7 (Witnesses sworn in.) 8 CHAIRMAN CASHMAN: Thank you. If you'd 9 like to give us an introduction and an overview. 10 Nice to see you again. 11 MR. MITCHELL: It's really good to be 12 back here. Good evening to our Plan Commission. 13 Good evening, Chairman Cashman and our Plan 14 Commission members. This is month 31 of us 15 working on the Vine Street Station project. 16 We've got a whole team of people that are real 17 excited to be here this evening. 18 My name is Drew Mitchell. I'm a 19 resident of Hinsdale. I live at 122 East 7th 20 Street here in town. Joining me from Holladay 21 Properties, which is the applicant, is my 22 partner Michael O'Connor; our lead designer, 07:43:11PM 07:43:38PM

6 1 Lori Kappel; and my associates, Mike Doyle and 2 Donald Tomei. We've also got our architect of 3 record this evening, Chris Walsh, from Tandem 4 Architecture. We're represented by Lauren 5 Kavanaugh, she's our counsel. And we've got our 6 traffic study consultant, Javier Milan, from 7 KLOA here. 8 I'm also really thrilled to see 9 that our sellers are here, which, really, is, 10 probably, an unfair to way to describe them. 11 They have been partners. So we have Pastor 12 Klein, who is the head of the Zion Lutheran 13 Church, as well as the congregation president, 14 Suzanne McGivney. Thank you for coming this 15 evening. 16 So you have seen this project 17 before. They have encouraged me to be concise, 18 which has been a lifelong challenge. So just 19 trying to frame this quickly, we're going to 20 talk about the changes from our concept plan 21 submission to detailed planned submission, which 22 is in front of you this evening.	8 1 that, I think, we're on a very good course here. 2 So Chris Walsh will be talking 3 through the changes from our concept plan to our 4 detailed plan. There's, really, a couple of 5 them. I'll quickly go through the five. 6 The parking previously was not 7 compliant. That was an issue at this body, as 8 well as the village board. We promised to do 9 our best to try to maximize parking and also 10 make sure that the spaces had optimal function, 11 width, length, and we have achieved that. We 12 have removed the loading space. We'll talk 13 about why. But I think that that's, actually, 14 an improvement to the plan. 15 We further refined the outdoor 16 spaces. There are three. We are really excited 17 about what we're doing. One is a public pocket 18 park that you can have a Starbucks on your walk 19 home, there's a sitting garden, as well as an 20 outdoor space for the residents. 21 There is a request for signage. We 22 have -- There's an awning. It's an existing
7 1 I also want to thank the Plan 2 Commission and I want to thank staff. You have 3 all been great partners. I think this is, 4 really, a tremendous example of looking inside 5 of our community at assets that we've got and 6 figuring out adaptive reuses to bring the glory 7 and the use and the utility back to existing 8 buildings. 9 I think while this process has 10 taken a little bit long, it's been very 11 deliberate and intentional. The reason why I'm 12 thanking you is because I think that the output 13 and the outcome of this process is dramatically 14 improved versus what it otherwise may have been. 15 So thank you. And I'm proud of this 16 collaboration. I think it could be a case study 17 for other communities. And there's some folks 18 in the room who have heard we're converting a 19 portion of a church facility into housing and 20 they have Catholic institutions all over the 21 country that are experiencing similar issues. 22 So who knows what comes of this. It tells me	9 1 awning on the building. We'd like to replace it 2 with a black awning and we'd like to add a logo 3 for the Vine Street Station, which is the 4 branding of this development. There's also two 5 window decals, which require variances, and we 6 have been working hard with our counsel, Lauren 7 Kavanaugh, who has been collaborating with 8 Michael Mars on preparation of the bylaws and 9 covenants, which are necessary as part of our 10 final agreement in this approval. 11 Did I do a good job staying on 12 track? Thank you. 13 I'd like to welcome Chris Walsh 14 from Tandem Architecture. He's a partner with 15 the firm, has a great history doing adaptive 16 reuse projects. 17 Chris, welcome. 18 MR. WALSH: Since Drew mentioned there 19 were not -- Since we were here last -- Since we 20 were here last time, I think most of you have 21 seen the project before, you're familiar, so I'm 22 not going to bore you with other things that we

10 1 have done -- or the only things that we have 2 done that are different. 3 The parking, we did not have 4 nine-foot wide stalls. Since we have been with 5 you, we were able to, really, measure the 6 building, get true drawings, get a structural 7 engineer out there, try to understand how the 8 structure would work, and we were able to kind 9 of reconfigure all of the spaces to get 10 nine-foot spaces. We are no longer asking for 11 that variance. So that's why that is on there. 12 As Drew had mentioned, too, the 13 loading space. After talking it through, we 14 talked about this with the board. We are 15 required to have a loading space just by the 16 code, but there's only 12 units here. The 17 reality of it is, once these get sold, people 18 will move in and may never move out. So we're 19 really not anticipating a lot of move-ins or 20 move-outs, so we have asked for forgiveness to 21 not have a loading space. There are spaces on 22 the site where a truck could come in and sit,	12 1 these things that normally wouldn't be allowed 2 were this a single-family home. 3 The fence and the ramp -- So going 4 through this, we are in a floodplain. We have 5 had to lift the building -- not lift the 6 building. We have to lift the first floor, 7 which raises the existing door. So there's 8 going to be two steps -- two to three steps 9 going up. We still want to have an accessible 10 ramp, an accessible way to get in. If you 11 notice, off to the right, we have, kind of, 12 split that garden wall and there would be a 13 little gate there and a ramp that would go into 14 the side yard and we would add another side 15 entrance to the building here. 16 Again, since the last time we 17 talked, all of these things have happened. We 18 have kind of realized that door had to be 19 raised, which raises the platform inside. We're 20 going to preserve the door, preserve the sign. 21 We're going to manipulate the stonework a little 22 bit, but we are trying to save everything else
11 1 you know, block half the ramp for a little 2 while, people can get in and out. 3 There is a loading space, but after 4 talking with staff, we're not even going to 5 identify it. We know it's there. We're just 6 asking for -- you know, to not have an 7 identified loading space. 8 For the outdoor open space, that is 9 the side yard here. In the side yard, we are 10 asking for -- This has always been a bit of an 11 issue, just the way the code is, the way the 12 building is situated, it's on a corner, so this 13 becomes the side yard. If there was something 14 next to it, this would be the front yard. So 15 we're kind of fighting -- Either way, we would 16 have to do a variance. So we're asking for -- 17 This area is going to be the private space for 18 everybody in the building. And we're asking if 19 there will be a TV out, there will be a fire 20 pit, so there are elements out there. It is 21 going to be fenced in. The fence will be to 22 code. But we're asking that we are allowed	13 1 or planning to save everything else. 2 The indoor plans, there are, 3 really, just minor changes. We had to add a 4 sprinkler room for the fire department. They 5 asked for that. That took a bedroom out of one 6 of the units. That's the red area in the back. 7 And then just with field measurements and that, 8 we have kind of had to manipulate the plans a 9 little bit. So still -- The unit count and all 10 of that is still the same. 11 Building elevations, we have done 12 just minor changes, again, just as units move 13 around, shifting windows. We didn't add any 14 balconies or anything like that. All of that 15 stuff is still in the same spot. 16 We did add -- You can see the 17 signage. There is an awning -- There is an 18 awning there now. Basically, we're going to 19 recreate it. It's, actually, a little bit 20 shorter, black. But since there is the logo on 21 there, we're asking that we can have the logo. 22 It, roughly, works within your sign code but

14 1 it's slightly bigger but there's two decals on 2 the door. That's the signage. We're not asking 3 for a lit sign or anything else like that. 4 That was it, other than the 5 covenants. I'll turn it back to Drew. 6 MR. MITCHELL: Flagpole. 7 MR. WALSH: We are adding -- There was 8 a flagpole here back in the day and it's right 9 at the corner. If you go by the site, there's 10 still a concrete star -- 11 MR. MITCHELL: I think it's shown on 12 your site plan. 13 MR. WALSH: There it is. My cursor is 14 not working on here, but it's in the corner 15 park. We're planning on reusing the star or 16 recreating the star, putting a flagpole there. 17 Again, the code for a flagpole, it's, really, 18 only for on top of a building, so we're asking 19 for the variance, basically, to put the flagpole 20 back there and reinstall it. 21 MR. MITCHELL: Chris, you also -- I 22 think we had remarks on the eastern facade of 07:53:27PM 07:53:58PM	16 1 like to welcome Lauren Kavanaugh up. I don't 2 know there are necessarily going to be a lot of 3 questions. There was the village board driven 4 80 percent of units would be age-restricted. 5 This is, to me, something that we're willing to 6 adhere to. It's, probably, a village board 7 concern more than this body, but we are trying 8 to not be opinionated on it and just trying to 9 do what we're being asked. 10 There were things that might relate 11 to Plan Commission that go into the covenants 12 and bylaws. For example, we can't store things 13 on the balconies -- and there were a number of 14 them. I'd be not doing anybody a service to try 15 to go through that. I suppose if there are 16 questions here on that, we do have our attorney 17 here and we're willing to respond to anything 18 that might be of concern. 19 I don't know that I have much more 20 else to add. I'm thankful for this group. I'm 21 thankful for the opportunity to work on such a 22 fun and exciting project that's so close to home 07:56:04PM 07:56:30PM
15 1 the building and there was the trellis that was 2 added, and I also believe there were windows. 3 So that was reactive to this group. 4 MR. WALSH: You can see in the upper 5 right-hand corner, that's the existing building 6 east facing facade, but not much to it. So the 7 bottom elevation, there is now what it will look 8 like from the east. We have trellises on two of 9 the east facing facades. We have added a window 10 at the end of the hallway and we have the two -- 11 the balcony and then another window within the 12 unit. 13 MR. MITCHELL: Great job, Chris. 14 This all goes along with, 15 probably -- As I was looking at my notes, I 16 didn't properly identify some of the really good 17 things we're doing, like saving the cornerstone, 18 cleaning up the limestone. This building needs 19 a bath big time and there's great preservation 20 going on, including the two-story stained-glass 21 window that we planned the interior lip. 22 Next is covenants and bylaws. I'd 07:54:51PM 07:55:22PM	17 1 for me. That's unusual. And we're really eager 2 to get started and so are a lot of people that 3 are interested in living in this building. 4 So we look forward to hearing your 5 feedback. And, with that, I will be quiet. 6 Thank you. 7 CHAIRMAN CASHMAN: Just as an 8 introduction, these are, kind of, the overall 9 things to be considered when reviewing this 10 planned development, this detailed plan. 11 Going over the detailed plan, is it 12 in substantial conformity with the approved 13 concept plan. Number 2, the merit or lack of 14 merit of any departure in the detailed plan is 15 in substantial conformity with the approved 16 concept plan. Three, whether the detailed plan 17 complies with any and all conditions imposed by 18 approval of the concept plan. And then, 19 finally, whether the detailed plan complies with 20 the planning code and other applicable federal, 21 state, and village codes, ordinances, and 22 regulations. 07:57:01PM 07:57:28PM

18 1 So just as we ask questions and go 2 through our review, keep that in mind. 3 With that, Laurel, want to start us 4 off? 5 MS. HAARLOW: Well, yes, I have a 6 little list here. Thank you for the 7 explanations. The project seems really clear. 8 I am so appreciative of the reuse of that 9 building because, you're right, it is a special 10 building. It's been there for decades. It's 11 part of the fabric of the community at this 12 point, so reusing it in this way is fantastic. 13 I was wondering about the loading 14 space going away, and you explained that very 15 well, so I don't think I have anything to do 16 with that. 17 With regard to the flagpole height, 18 this pole is quite a bit higher than what would 19 be code compliant. So am I correct in thinking 20 that the height of this is what the flagpole 21 would be if it were code compliant or mounted on 22 the roof?	20 1 talk about -- You may not know how to answer 2 this. 3 I feel like it's going to be 4 screened by our fence to some degree. We would 5 be willing to discuss certain hours that it 6 could be used, so this would only be a problem 7 in the evening. I'm not going to die on the 8 hill. 9 We've got 12 families that are, you 10 know, going to now have a different experience 11 with outdoor. A big part of what we're doing 12 here, and we haven't really come out and said 13 this, is we build trans-oriented developments. 14 We built one in Westmont called Quincy Station, 15 one in Downers, and they have these great 16 outdoor amenity spaces. People, they are 17 walking more, the way they are using even the 18 existing spaces is changing, and we're trying to 19 create an opportunity for community where -- And 20 we do this in this our buildings. We have movie 21 nights or -- I won't go -- So I was worried 22 about it.
19 1 MR. WALSH: Actually, the way the code 2 is, I think it's 15 feet above the roof. We're, 3 actually, going to be below the roof. It's 4 shorter than the building still. I think it's 5 30 or 35 feet. I can't remember. 6 CHAIRMAN CASHMAN: 35. 7 MR. WALSH: Yeah, 35 feet. That's 8 still below the height of the building. 9 MS. HAARLOW: Okay. I have no 10 objections to the map amendment. 11 I do have a question about the 12 outdoor TV. I'm wondering if it would be -- if 13 it would create a distraction to people who are 14 driving alongside the street? 15 MR. MITCHELL: I have been encouraged 16 not to die on the hill for this TV. Okay. I 17 really think it's important. These are outdoor 18 living rooms in Hinsdale. I have a TV outside 19 where I'm watching movies and trying to 20 replicate an experience. 21 What you're asking is about safety, 22 and I'm paying someone to be here -- Could you	21 1 It did get into here. If you want 2 me to really take it out, we will. I'm not 3 worried about safety. I'd be willing to remove 4 it later if it became a distraction. I would be 5 willing to discuss hours of its use and I would 6 be willing to remove it if it feels -- if it's 7 very important. 8 MS. HAARLOW: I'm not bringing it up 9 because of a huge objection. You know, lots of 10 people have giant picture windows in their homes 11 and they have huge TVs in their homes. So you 12 can see what's on TV even when you're driving by 13 and it's not outside. 14 MR. MITCHELL: Right. 15 MS. HAARLOW: But this question 16 occurred to me because it is really close to the 17 sidewalk. 18 MR. MITCHELL: Right. 19 MS. HAARLOW: I guess I was wondering a 20 little bit more about height screening, you 21 know, just making sure those safety 22 considerations are taken into account when

22 1 planning that space. 2 MR. MITCHELL: Sure. 3 MS. HAARLOW: That was the main point 4 of my question. 5 MR. MITCHELL: I'm totally open-eared 6 on this, and now I'm thinking about ways we can 7 deal with this, whether that be through 8 landscaping, screening, or TV orientation. 9 Right now, it's, actually, facing south so you 10 would -- I'm sorry. It faces east. Sorry. So 11 if I'm driving west, you know, you could see 12 that. 13 MR. O'CONNOR: It's up there in the 14 corner. 15 MR. MITCHELL: I know exactly where it 16 is. I misspoke. 17 CHAIRMAN CASHMAN: Just north of the 18 trellis. 19 MR. O'CONNOR: Correct. 20 MR. MITCHELL: So it would be located 21 around here. 22 MR. WALSH: It's in the corner of the	24 1 Street. I know it's westbound. If it were 2 eastbound, this wouldn't be an issue. I 3 think -- I'm looking at you, Lori, and thinking 4 through ways that maybe we can make it. I can 5 even see it on an articulated wall mount and 6 facing back this way, so that it's not -- the 7 light exposure would be back towards the 8 building. 9 What I'm trying to not do is make 10 myself come back with a solution in a month. I 11 hear you and we are going to come up with a 12 creative way to deal with this. 13 CHAIRMAN CASHMAN: Anything else? 14 MS. HAARLOW: Nothing else. 15 CHAIRMAN CASHMAN: Cynthia? 16 MS. CURRY: Again, I think you're doing 17 a great job. I love the fact you're repurposing 18 this building. It's a lovely building. I think 19 it's going to get even better. The bath idea 20 sounds wonderful. It's going to look beautiful 21 when you're done with that. 22 To piggyback on the TV, I wasn't
23 1 building where that vine is growing up. There 2 are going to be other trees. We're not showing 3 all of the trees here but there are existing 4 trees, we're going to add bushes and things like 5 that. 6 I agree with Drew. I think it's 7 going to be shielded. I think, you know -- Like 8 you said, you get these through windows and all 9 of that as well. Reflections of light are just 10 as bad. You know, it's not a real busy street 11 from what I've seen. I don't live in the town, 12 so, I guess, that would be my -- 13 MR. MITCHELL: I would also add, our 14 experience in 90-to-120-unit buildings is that 15 these -- actually, a lot of people imagine using 16 it and they are really not even used very much. 17 I mean, we are doing tours all the time and TVs 18 are never on outside. Maybe, for that reason, I 19 should be willing to let it go, but not unless 20 you make me. 21 The other is, you know, there is 22 some discussion of the orientation of Second	25 1 worried about the visualness of the TV, but the 2 sound for the neighborhood. I'm wondering how 3 you would buffer sound in the corner with brick 4 walls? Is there some way, with your 5 installations, to have a way of buffering sound? 6 MR. MITCHELL: I wonder, Lauren, if you 7 could solve this for us through bylaws and 8 covenants and creating rules around the TV and 9 its hours of operation for the space outside, 10 and we establish bylaws that require that we not 11 use the space after a certain period of time. I 12 mean, I think -- You know, you don't want people 13 to not be able to grill and things like that. 14 We can easily say no TV after dusk. 15 Sound would be, to me, sort of 16 similarly pollutive as light. I don't know that 17 it would bother anybody during the day. Here's 18 what I really think. Is that these end up 19 being -- I mean, I had a TV at my house at 20 544 West 7th Street and, you know, it's on the 21 side and I just don't ever remember anybody ever 22 being bothered.

26 1 Another idea we had was that you 2 can do a projector and not have this installed. 3 You know, another idea would be to figure out a 4 way to have the TV be westbound, but now I'm 5 working on Trustee Haarlow's problem -- not 6 Trustee -- Commissioner Curry's issue of the 7 sound. I don't know, guys. 8 MS. CURRY: Just a question. I'm 9 picturing a football game or baseball game and 10 things getting loud and neighbors saying, Hey, 11 this is too noisy, the sound carrying. Again, 12 just to piggyback on that idea, just to think 13 about how you would -- there must be ways to 14 abate the noise somehow, plantings. 15 MR. MITCHELL: We could, actually, 16 functionally limit the volume of the TV. We do 17 that on one of our amenity decks so it doesn't 18 disturb the neighbors at night that live on the 19 deck because the sound bounces off of the walls. 20 So we have dealt with this in an operational 21 setting. 22 At some point, there's just --	28 1 MS. CURRY: Next question. You do 2 stipulate in here that nobody can rent one of 3 these spaces less than six months. So that will 4 be something written into your bylaws and 5 covenants to address. 6 The bigger question is -- I know 7 you're getting rid of that loading zone -- how 8 do people move into this building? 9 There's one elevator, correct? 10 MR. MITCHELL: Yes. 11 MS. CURRY: If someone has a baby grand 12 piano they are bringing into this space, how do 13 they get in and out? 14 MR. WALSH: It's only -- It's a 15 two-and-a-half story building. Technically, you 16 know, in most cases written by the code, you're 17 not even required to put an elevator in here. 18 If you have been in the building, these are 19 school-size stairs. We are not shrinking them 20 down. You can move two grand pianos up there at 21 the same time. It's just huge. I guess, I'm 22 not concerned about it. There's two very large
27 1 we're going to be good neighbors. We have the 2 church next-door, very limited residential 3 nearby. I talked to the neighbor, who is 4 immediately west of the preschool, today. They 5 seem excited. They don't feel like a bunch of 6 complainers to me is my read. I also think 7 there was some discussion at the village board 8 level about if something here has unintended 9 consequences, there can be a mechanism to bring 10 the HOA in and discuss and find resolution and 11 perfect whatever issues there are. And maybe 12 that can be a marching order, is that there's a 13 trigger that we have to come and see the village 14 if we're in violation of something. They are 15 going to get notes on this, and it's going to 16 now be, probably, a topic in that -- at that 17 forum. 18 We would be willing the limit TV 19 hours. If I'm going to be prescriptive, we 20 would be willing to do volume control on the TV 21 and we would be willing to write it into the 22 bylaws.	29 1 stairwells there to move those things up. At 2 most, you're going up two-and-a-half floors. 3 That would be my response. 4 MR. MITCHELL: There's a second part of 5 this, which is, just how are we moving people in 6 and out of the building? And also potential 7 for -- This also becomes a much bigger 8 operational challenge on larger projects. 9 The worst time is going to be at 10 the beginning. You're going to have 12 people 11 but there's going to be build-outs going on in 12 the units. The likelihood of anyone moving in 13 on the same day is, basically, zero. 14 Again, in these 100-to-300-unit 15 projects that we have, even the move-in/move-out 16 is surprisingly little. If we have 12 units and 17 somebody -- and we average -- the average 18 ownership is four years, you have one person 19 moving in every 500 days, roughly. I think. 20 I'm on the record, so someone is going to check 21 my math. It's, really, a nonissue. 22 Now, logistically, there is a ramp.

30 1 You will be able to back the truck down -- and, 2 Chris, keep me honest here -- and you're going 3 to be able to wheel through the garage with your 4 mattress and the workers would go right to the 5 elevator and go up to your unit, unless, if they 6 have a grand piano, I just learned they are 7 going to go up the stairs. I think it's 8 thoughtful. I think it's going to work, really, 9 pretty well here. 08:10:54PM 10 There's another approach where you 11 could have the moving truck park on Second 12 Street and then they could wheel up the ramp and 13 wheel into the actual elevator. We think the 14 residents would, probably, rather them go 15 through the garage. These things will probably 16 be able to be better defined when we're standing 17 in the space that's been reimaged and we'll be 18 able to feel it out a little bit. 08:11:26PM 19 I think the homeowners are going to 20 start to have big opinions about how and when 21 and where and why. They are going to have the 22 ability to control the HOA and make these	32 1 flag. More importantly, we need to light it, 2 and I think we have to do that. I don't see why 3 we wouldn't be able to do that. 4 So we're agreeing to that. We have 5 to agree to that. It's a rule. Got it. Thank 6 you, Commissioner Curry. 7 MR. KRILLENBERGER: I like to see 8 Pastor Klein is here and thrilled that the 9 congregation was able to utilize an unutilized 10 asset. I appreciate your persistence over the 11 last 31 months. 12 Real quickly. This is -- I'm not 13 an architect, so the distinction between trellis 14 and balcony, just in a few words -- They are not 15 the same thing? 16 MR. WALSH: No. The trellis is the -- 17 it's, like, a lattice work that goes up the side 18 of the wall that vines will grow on. 19 MR. KRILLENBERGER: Great. 08:13:39PM 20 MR. WALSH: And, then, a balcony is a 21 balcony. 22 MR. KRILLENBERGER: Then you're
31 1 decisions and self-govern within reason. As a 2 guy who is constantly worried about how do I 3 handle trash and how do I handle 4 move-in/move-out, I think -- Now I brought up 5 another thing, but I think they are both 6 thoughtfully handled in this current plan. 7 MS. CURRY: Can I ask one more? 8 The flagpole, only because we have 9 had to deal with this issue on another occasion, 10 that if flags are flying all night, they have to 11 have light on them; is that correct? 08:12:01PM 12 CHAIRMAN CASHMAN: That's correct. 13 MS. CURRY: Or taken down at night. 14 And there is a sound associated with the 15 flapping of the flag. Just a heads up on that. 16 MR. MITCHELL: Okay. Good to know on 17 lighting the flag. We try to incorporate a flag 18 on all of our projects. This is something that, 19 again -- Where am I going on that? 08:12:26PM 20 I hear you on the flag noise. You 21 know, I can't speak to how large our flag is. I 22 heard if we get any bigger, we go into a bigger	33 1 age-restricted? 2 MR. MITCHELL: Yes. 3 MR. KRILLENBERGER: What age? 4 CHAIRMAN CASHMAN: 80 percent at 55. 5 MR. MITCHELL: So the intent is 6 age-restricted to 55-plus. 7 MR. KRILLENBERGER: I see the provision 8 in the covenants, nothing on the balcony. Any 9 other provision, other than what we see in the 10 homeowners' association, you're 54 and you're 11 out of here. 12 MR. MITCHELL: There's -- I'm not in a 13 position to be able to answer that. 14 MR. KRILLENBERGER: You have your 15 lawyer here. 16 MR. MITCHELL: Lauren, if you wouldn't 17 mind. What I can share, while she's walking up, 18 is we can't do 100 percent 55-plus. You can't 19 age discriminate. We are trying to comply. 08:14:46PM 20 MS. KAVANAUGH: Hi, everyone. The way 21 the age-restriction goes is during the contract 22 process, any contract purchaser would fill out

34 1 an age-verification addendum, an affidavit, 2 essentially, to, you know, myself and the 3 developer that they are going to be occupying 4 the unit. So the Fair Housing Act requires at 5 least -- it's 80 percent 55 and up. So it can't 6 be 100 percent restricted. It's 80 percent, so 7 at least 80 percent of the building has to have 8 a resident that's 55 and up. In the declaration 9 and bylaws, nobody under the age of 22 can 10 occupy the unit. 08:15:23PM 11 MR. KRILLENBERGER: Okay. That's good. 12 Thank you. 13 MS. KAVANAUGH: Does that answer your 14 question? 15 MR. KRILLENBERGER: And then a, kind 16 of, mechanical question. Mr. Mitchell, I heard 17 you're sold out or close to it. Is that the 18 case, in a few words? 19 MR. MITCHELL: You know, I don't pay 20 attention. You don't taste anything before you 21 bake it. We have so much interest. I think, 22 really, it's driven by the fact that we got a	36 1 great. 2 CHAIRMAN CASHMAN: Thanks, Jim. 3 Jerry? 4 MR. JABLONSKI: I need to come back to 5 the TV again. I'm thrilled you're doing the 6 project. I'm really excited about it. 7 I have the misfortune of being in 8 the 500 block of West Hickory Street, next to 9 someone who has two TVs, two sub woofers, four 10 speakers, and a swimming pool in the backyard. 08:17:14PM 11 I know the noise ordinance. It's 12 electronic-produced noise Monday through Friday 13 until 10:00 o'clock and, on weekends, until 14 11:00. 15 When the kids were younger, 16 listening to the Disney movie about ice, I know 17 the words to the song. Now I know the words to 18 the song. Now that the kids have gotten older, 19 I know all of the college football games they 20 are watching until 11:00 o'clock at night. 08:17:44PM 21 I have even been out of town and 22 occasionally the games have gone into overtime
35 1 lot of -- we have -- Our baby boomer generation 2 has these big houses, their kids are gone, and 3 they want to walk to get dinner. There's no 4 product. This is a national issue. It's not a 5 Hinsdale issue. It's everywhere we go. And 6 there's other things that are impacting housing 7 in a big way. 8 We have tremendous interest in 9 this. What we have been doing is taking a note 10 and writing a name down. We are not assumptive 11 that we are going to be -- 08:16:17PM 12 MR. O'CONNOR: We don't own it yet. 13 MR. MITCHELL: We don't own it. This 14 is Hinsdale, so wheels can come off buses at 15 random times -- I shouldn't say that. 16 MR. KRILLENBERGER: That's not how 17 Hinsdale works, but we stay on the bus. 18 I wish you the best, Drew. 19 MR. MITCHELL: Thank you. 08:16:48PM 20 MR. KRILLENBERGER: It sounds like 21 you're not sold but it got lots of interest. 22 I'm thrilled you're in town, and it sounds	37 1 and neighbors have called the police. It gets 2 really loud. It gets really loud. I know 3 people turn up the volume because it's outside 4 and there's no echo in the back. That ends up 5 carrying very, very far. Neighbors as far as 6 five houses down complain about these people. 7 I don't know what you're going to 8 do about it. Dusk works. Certainly limiting 9 the volume. Someone sitting 20 feet away on a 10 patio from a jumbo TV are not going to be able 11 to hear the sound if it's mitigated that much. 08:18:16PM 12 MR. KRILLENBERGER: Especially if they 13 are over 55. 14 MR. JABLONSKI: I do think -- I view 15 that as a concern. There is no one next-door to 16 you. If this gets turned up, people across the 17 street are going to hear it. That's my only 18 concern with the property. As soon as I saw the 19 TV outside, I said, wow, That's going to be 20 tough on the neighbors. 08:18:48PM 21 MR. MITCHELL: If I may react to that. 22 Are you open to having ripcords that would allow

38 1 us to readdress this should it become a problem? 2 MR. JABLONSKI: It has to be addressed 3 in advance. When I actually called someone on 4 the village staff -- I know some of them -- the 5 village staff suggested I call the police if I 6 wanted a remedy about this neighborly issue, and 7 I didn't call the police. I wasn't the guy. 8 MR. MITCHELL: We would agree to dusk. 9 We would agree to volume limitations. I mean, 08:19:28PM 10 that's our position. I'm hearing it's a concern 11 of two people. Like I have said, he -- Mike 12 said, Do not die on the hill on the TV. I want 13 it bad because it's part of how I live. It's 14 become a big -- I'm not the guy who is -- 15 MR. KRILLENBERGER: How close do you 16 live to Jerry? 17 MR. MITCHELL: I hate Frozen. I have 18 that song in my head, too. I do want our 19 community to be able to, actually, watch a 08:19:58PM 20 football game outside. I don't want to 21 discourage that. I want to encourage it. I 22 want them to be grilling.	40 1 only and -- you know -- All right. There are 2 other ways. I, actually, think there's 3 something with this articulation or -- You know, 4 with all of it, I think it can be done 5 thoughtfully. There can be even be where they 6 come out and we can do a cool element. Again, 7 we're talking about noise, we're talking about 8 respecting volumes and we don't know who is 9 going to live there. 08:21:32PM 10 So I appreciate this concern and 11 consideration for the future and what could 12 happen. I just -- There's a phrase that 13 happened at the village board where they said we 14 don't like unnecessary handcuffs and President 15 Cauley with the village loves unnecessary 16 handcuffs. If you want to handcuff us on the 17 TV, again, I'm repeating myself but, minimally, 18 we're agreeing to dusk and audio control. 08:22:02PM 19 MR. JABLONSKI: Sounds good. That's 20 all. And I do love the project. 21 MR. MITCHELL: Thank you. 22 MS. CRNOVICH: I also love the project
39 1 I think something else happens when 2 you have neighbors and you're living in this 3 kind of environment is you're actually are more 4 respectful because you see the person in the 5 hallway versus your neighbor who you maybe only 6 see when they get mail. 7 All of these decisions that you 8 have to make and our ultimate product could have 9 precedent to for other things, and so I get all 08:20:28PM 10 of it. I have this dream of this really great 11 outdoor living room and it's not -- Well, I 12 should have said outdoor family room because 13 living rooms usually don't have TVs. That's it. 14 It's the outdoor family room. 15 MR. JABLONSKI: It's potentially an HOA 16 problem, not just neighbors. If somebody is up 17 watching the Petco Classic, they can only go to 18 11:00 by Illinois law and the 75s, not the 55s, 19 are nodding off at 9:30. That's -- 08:21:03PM 20 MR. KRILLENBERGER: Premier league 21 soccer starts at 4:00 a.m. 22 MR. MITCHELL: They should watch ACC	41 1 and thank you for repurposing this building. I 2 like that there's community need where a new 3 building isn't being built, it's in historic 4 downtown, and I think there's a community need 5 for this type of building. I'd also like to 6 thank you for such a thorough package and for 7 meeting with the neighbors before starting the 8 application process. 9 MR. MITCHELL: Twice. 08:22:35PM 10 MS. CRNOVICH: I was there. People 11 were out there. They were all upset. Then they 12 were like, Well, you know, this is a good 13 alternative. 14 MR. MITCHELL: They ended up leaving 15 and they liked it. 16 MS. CRNOVICH: Exactly. I was talking 17 to some neighbors who live around there over the 18 weekend and they were like, It's great. It's 19 better than commercial or offices going in. 08:22:57PM 20 Everybody is so happy. It's being saved. The 21 beautiful stained-glass windows. It's really 22 nice. Thank you.

42 1 I do have a couple questions. Your 2 lighting on the exterior walls, will everything 3 have shields? 4 MR. WALSH: Yes. We did a photometric 5 plan. 6 MS. CRNOVICH: I saw that. 7 MR. WALSH: We did a couple. So it's 8 directional light up and down, you know, where 9 it gets closer to the sidewalk. There is a 08:23:25PM 10 photometric -- 11 MS. CRNOVICH: I always get concerned 12 about glare into neighboring properties. 13 MR. WALSH: No. Hold on. 14 There we go. Basically it shows 15 0-foot candles around. 16 MS. CRNOVICH: Because shields make a 17 big difference -- 18 MR. WALSH: We meet code requirements 19 and it's been vetted through staff. 08:24:18PM 20 MR. MITCHELL: Does your photometric 21 plan depict a light on your flagpole? 22 MR. WALSH: It does not.	44 1 MR. WALSH: Are you worried about the 2 oval park? 3 MS. CRNOVICH: The corner park and 4 informal sitting park. I have seen kids dropped 5 off with their bikes close to the downtown. The 6 parents are dropping them off with their bikes 7 so they can run around the downtown and then 8 they are picked up later. I just don't want to 9 see that happen in the neighborhood. You know, 08:25:56PM 10 kids aren't thinking. 11 MR. MITCHELL: There's been, actually, 12 quite a bit of discussion about the eastern 13 park, oval park, it's 14 quasi-private/quasi-public, whichever one. We 15 would like the church to be able to use it for 16 meditation. On that park, we plan to put some 17 signage that sort of identifies this. I think 18 that this is something -- I'm just looking -- 19 imagining ahead to the 12 homeowners who are 08:26:26PM 20 like, Those kids can't be in that park. We're 21 putting a sign up tomorrow. 22 I think, again, that's
43 1 MR. MITCHELL: Well, Chris. 2 MR. WALSH: But that would be 3 directional and it shouldn't affect -- 4 MS. CRNOVICH: Right. 5 MR. WALSH: You can see if you go 6 around the perimeter of the site, you know, it's 7 zeros all around. 8 MS. CRNOVICH: Okay. As long as the 9 exterior on the buildings, the ones on the walls 08:24:43PM 10 have the shields, too. I think that makes a big 11 difference. 12 I'm not going to bring up the TV. 13 But your one park, you know, those electric 14 scooters in Hinsdale, it's, like, a big issue 15 now. I'm wondering if there's any way you can 16 say no electric bikes, no scooters, because I 17 live near the middle school. I see that the 18 kids all gather around there, they are close to 19 the downtown, and it's really dangerous. I'm 08:25:15PM 20 just worried they are all going to gather in 21 your one park. I don't know if there's any way 22 you can say no electric scooters or bikes.	45 1 self-governing. We'll step in. On the western 2 one, it's really a public park that's privately 3 maintained. To that, I would have to defer to 4 the municipality or park district. We can put a 5 guy up on the third floor with a paint ball gun. 6 (Laughter.) 7 MS. CRNOVICH: I see them gather. I 8 don't know where the kids are coming from. I 9 see them getting dropped off close to downtown 08:26:57PM 10 in pickup trucks. I'm sitting on my front 11 porch, I'm like, what are these kids doing out 12 this late? No lights. 13 MR. MITCHELL: They live in the Burr 14 Ridge. It's not walkable or bikeable and they 15 drop them off here in Hinsdale. I have seen 16 what you're talking about. I just hope they 17 don't find us. 18 MS. CRNOVICH: Maybe put a sign up 19 before -- 08:27:21PM 20 MR. MITCHELL: What I'm hearing from 21 you is just get in front of potential problems. 22 I think we can address that adequately on the

46 1 eastern part of the side. The outdoor family 2 room/living room is going to be secure to the 3 residents. 4 By the way, just something that 5 occurred to me that I appreciated was the ramp 6 that is now allowing us to be ADA compliant. 7 This is in a floodplain. There was a lot of 8 work on that two feet. It works really well now 9 for accommodating handicapped but also it 10 provides a way to get out to that outdoor space 11 from the interior of our building. 12 So I digress. But signage will be 13 on the sitting garden and we'll describe its 14 hours and its use and no scooters, no bikes, no 15 roller blades. 16 MS. CRNOVICH: Hopefully, it's not a 17 problem. 18 MR. MITCHELL: We could do pea gravel. 19 MS. CRNOVICH: Thank you. That's all 20 the questions I have. 21 MR. WILLOBEE: Thank you very much. 22 Again, I think it's a great project. A lot of	48 1 MR. WILLOBEE: Okay. The other 2 question I had is dumpsters. No dumpsters? 3 Just the trash and roll out from there? 4 MR. WALSH: So the trash room is the 5 trash shoots in the bottom right-hand corner, 6 the purple stair, and then next to it is the 7 reddish room. That's the trash room. There 8 would be a trash shoot into there. 9 The plan is the garbage truck would 10 back down the ramp. The ramp is really not that 11 steep. The garbage person would go into the 12 garage door, wheel the trash containers out, 13 dump them, wheel them back in. That's the trash 14 plan. They are not wheeling them down to the 15 street. It's all done onsite. 16 CHAIRMAN CASHMAN: Small dumpsters? 17 MR. WALSH: Yeah, just two yard 18 dumpsters. 19 MR. WILLOBEE: Is there more frequent 20 pickup with this many units? 21 MR. WALSH: That's something you 22 usually work out with the trash company. A
47 1 my questions have been answered. 2 A couple questions I do have. 3 Regarding the floodplain, I looked at the storm 4 water report. It looks like you guys are at 5 695, the elevation you were trying to go for. 6 The garage door, though, it talks 7 about a retaining wall being used to protect the 8 garage. I don't really see that on the 9 elevations or on the site plan. 10 MR. WALSH: So the way it's designed is 11 there is a wall around the garage. There's a 12 retaining wall around the -- You can kind of see 13 it there. The top of that wall will be at or 14 above the floodplain line and where the driveway 15 crests, that will hit it, too. That's kind of 16 our border. It goes around that ramp that goes 17 down. 18 MR. WILLOBEE: You're assuming no water 19 will make it down into the ramp? 20 MR. WALSH: Right. In theory, the 21 water would come into the edge of that wall and 22 knock down and pour over down into the --	49 1 building like this, twice a week, you know, 2 something like that is typical. If it becomes a 3 problem, it's three times a week and you pay 4 another 25 bucks a week. 5 MR. MITCHELL: Sometimes the 6 communities are franchised in the refuse 7 services and that changes the way you approach 8 it. If you can competitively bid it, you get a 9 lot of whatever you want. We want your guy 10 there on the truck and move it -- In 11 environments where it's franchised, sometimes it 12 handcuffs a little bit. We have talked to a 13 couple of different refuse companies and this 14 concept of backing down is what Republic 15 Services -- What's that? 16 CHAIRMAN CASHMAN: Hinsdale is 17 Republic. 18 MR. MITCHELL: That's who we spoke 19 with. This doesn't seem to be an issue. As far 20 as -- I think Chris correctly answered that it 21 would be twice a week. That's what we're -- We, 22 actually, think it's one-and-a-half a week but

50 1 it doesn't work like that. 2 MR. WILLOBEE: Okay. I'm more 3 interested in noise because trash pickup is very 4 loud. 5 MR. MITCHELL: Ultimately, it does work 6 almost like clockwork. You get on a route and 7 it -- they show up at the same time. Thank you. 8 MR. WILLOBEE: I also have concerns 9 about the sound with the TV. It sounds like you 10 have already offered ways to address that, so I 11 just wanted to put it on the record. 12 MR. MITCHELL: Acknowledged. 13 MR. WILLOBEE: Going back to storm 14 water. I think we heard from residents about 15 flooding in this area. I know you guys were 16 reducing the impervious area. With the addition 17 of the parkways, is there any chance for 18 retention or something like that in the parkway? 19 Retrofitting doesn't give you a lot of 20 opportunity but is there a way to chip away at 21 some of the flooding issues in this area? 22 MR. WALSH: I'm not a civil engineer.	52 1 MS. CRNOVICH: There used to be the 2 dancing sewer cap. 3 MR. KRILLENBERGER: I, actually, saw a 4 car drive into that area and stall and bubbles 5 come off of its tailpipe. That was ten years 6 ago. 7 MR. MITCHELL: That was before we added 8 all of this pervious area. Mike mentioned an 9 idea and an opportunity where we have these 10 nonconforming spaces that are directly south of 11 the existing building and we could explore bio 12 spills in that space. That's something that we 13 can, potentially, look at with the village 14 engineer. 15 Want to add anything to that. 16 MR. O'CONNOR: We're taking those 17 spaces out. That becomes parkway. We're not 18 the engineer, but we could have him look at it. 19 MR. WILLOBEE: I know it's not required 20 by the DuPage County Ordinance. Just a 21 consideration. I'm always a big fan of where we 22 have historical flooding looking for
51 1 He couldn't be here tonight. We have worked 2 with them quite a bit. We have -- You know, we 3 have even done the stone and that in the park. 4 We have gotten rid of as much impervious area as 5 we can. I would just say that, you know, the 6 site has been there. I would also say there's, 7 actually, a couple of parcels around there that 8 have actually gotten removed from the 9 floodplain. The flooding is not as -- I don't 10 know if it's changed over the years or what. It 11 seems like the floodplain is actually adjusting 12 to our favor on this. Maybe if we wait long 13 enough, we don't have to do floodplains. We 14 have talked with the civil engineer. He, 15 really, is not concerned about the amount of 16 water and that right now. 17 CHAIRMAN CASHMAN: It's been quite a 18 while. 19 MR. KRILLENBERGER: Ten years. I don't 20 know what they did for drainage. 21 CHAIRMAN CASHMAN: We have been 22 separating sewers. That's probably helping.	53 1 opportunities, even on a small scale, to chip 2 away at flooding issues. 3 MR. MITCHELL: Noted. Thank you. 4 MS. FIASCONE: I read this about the TV 5 today and I knew everybody was going to be upset 6 about it. I, actually, don't think it's a 7 problem. I think it solves a problem, actually. 8 I think if somebody is going to have -- if they 9 want to have a TV out there, they are going to 10 do one of those blow-up TVs and have their 11 kid's, you know, Frozen birthday party out 12 there, they are going to do it. I'm sorry that 13 you have a stinker of a neighbor. 14 And help with -- The 15 age-restriction helps. There won't be any 16 ragers out on that patio. That's just my two 17 cents on the TV. I think that the items we're 18 tasked with reviewing tonight are all pretty 19 minor and they check out and it looks great. 20 I think you're right, there should 21 be a case study on your submission and your 22 ability to work well with the village. It's

54 1 been great and so nice to have a packet -- 2 right, Julie -- like this, so thank you. 3 MS. CRNOVICH: Bethany is a big part of 4 that. 5 MR. MITCHELL: All that credit goes to 6 this gal. She is a constant professional, kept 7 us in line. She's just a total pro. We have 8 done this in so many communities. We are so, so 9 incredibly fortunate to have Bethany Salmon. 08:35:48PM 10 And Robb McGinnis is pretty good, too. 11 MR. KRILLENBERGER: He's not here. 12 CHAIRMAN CASHMAN: I really think it's 13 a great project. I really appreciate you 14 responding to the board's concerns and some of 15 our concerns. I'm really excited about the 16 project. I think it's a great reuse. I'm not 17 totally worried about the sound there because 18 there's four units that face that spot. I think 19 they would be more impacted by the sound than 08:36:17PM 20 the neighbors. I think it's something to 21 consider in the bylaws, something you can put in 22 there, as far as hours and volume. I think that	56 1 your name. 2 MR. HINES: My name is Tom Hines. I 3 live at 116 South Vine Street, across the street 4 from this project. Like all of you, I think 5 they did a beautiful job. You have done a 6 beautiful job designing the building. 7 My wife and I have lived there for 8 45 years in that neighborhood, so we have seen a 9 lot. If you have any questions about what it's 08:37:53PM 10 been like on any subject, I will be happy to 11 answer them. 12 From the beginning of this project, 13 I have been in favor of it, only because of how 14 much it's going to improve the look of -- and 15 the building itself is a beautiful building, 16 it's great it's being restored. It's going to 17 be visually better. That whole side of the 18 street has been an improvement. 19 When we moved in there, it was -- I 08:38:22PM 20 believe -- what do they call it -- a buffer zone 21 and it allowed low-volume businesses over there. 22 Through the years many, many came and went and
55 1 would help. And, again, it's people being good 2 neighbors. I really like it. I think it's 3 great that it worked out with the storm water. 4 Very creative solution to raise that. 5 I thought I was reading that -- 6 What's the current capacity? Do you have some 7 three-bedroom units, too, or are they all two? 8 I thought our plans didn't really reflect some 9 of those in the description. 08:38:48PM 10 MR. WALSH: I have it written down. 11 It's two-plus den. There are no more three 12 bedrooms. It was something that had come up. 13 Actually, as we reworked things, that worked 14 out. There's one one-bedroom because of the 15 sprinkler room but everything else is two 16 bedrooms or two-plus den. 17 CHAIRMAN CASHMAN: Great. Any other 18 questions or comments from the commissioners or 19 anyone here in the audience who would like to 08:37:17PM 20 speak to this matter? 21 I see no one in the audience. 22 Please, sir, come on up and tell us	57 1 they were, indeed, low-volume businesses. 2 So, from the beginning of this 3 project, my two concerns were the parking and 4 the flood zone. Before I talk about those two, 5 I'm going to add sound, because this is all new 6 to me since the last meetings. I have been to 7 every meeting there is on this. 8 This is the first I have heard of 9 the TV situation. I mean, for what it's worth, 08:39:03PM 10 I vote it down. At one point, that school was 11 used as a music school. That ended our sitting 12 on our front porch. Until you have heard a 13 trombone playing Vehicle by The Ides of March 14 over and over and over again on a summer 15 evening -- It was loud. We're three, almost 16 four blocks away from the swimming pool and 17 every time they have their annual weekend here, 18 On your mark, get set, swim -- Sound does 19 travel. And, I mean, that is something I'm not 08:39:45PM 20 looking forward to. Guess what? We call the 21 police when it's too loud or what. 22 MR. JABLONSKI: Only after

58 1 10:00 o'clock. 2 MR. HINES: I know that's something 3 we're not going to be that happy with. That's 4 my new gripe about it. Okay. My main concern 5 is the parking. 6 Let me talk about the flood zone 7 next. In the 45 years we have lived there, yes, 8 it has gotten better. I don't know exactly what 9 they did along Hinsdale Avenue to make it better 10 but, routinely, every time it rained hard, I was 11 down there at the corner, you know, with my rake 12 and my -- you know, getting the leaves off 13 the -- and with hip boots on and everything. So 14 it's gotten better. I just -- I don't 15 understand the engineering aspect of it. As 16 long as whatever you're doing there is not 17 putting any more water onto Vine Street because 18 it's still something that, yes, I have seen many 19 cars drive into that and not drive out. It's 20 still -- It still floods but, you know, it is 21 better. I just don't want it to get worse again 22 because all of that water. Whatever you're	60 1 eight and nine cars parked along that side of 2 the street, totally ignoring no parking from 3 here to the corner, which is in front of the 4 second house there. 5 Now people stop there and go in and 6 get their smoothie from that food place, but the 7 main thing is the counseling. It comes and goes 8 every hour. There are many hours of the day 9 where it is lined with traffic. Okay. Well, I 10 don't know how that business got in there but 11 it's there, we'll live with it. But what I'm 12 concerned about is whatever this is going to 13 generate. 14 One question I have is: What is 15 the decision on what Second Street is going to 16 be? Right now it's one-way. I don't know what 17 you think is going to happen to it. If it stays 18 one-way, that means everybody who comes out of 19 this building has to turn right and then will 20 join the traffic on Vine Street. I think it's 21 imperative that that become a two-way street now 22 so that people don't have to turn right when
59 1 doing with it, I trust you to do the right thing 2 with it. That was a major concern. 3 Now, the main concern, though, is 4 the parking. I have never complained about 5 parking on that street. It's always been great. 6 It's never been allowed on our side of the 7 street. It's always been allowed on the other 8 side of the street that all of those businesses 9 that came and went never generated enough 10 traffic that I even cared, noticed. It was like 11 lawyers and it was insurance and an architect 12 had an office there. All of those -- They were 13 asked to put parking behind their buildings and 14 they all did. 15 This latest is the counseling 16 services that moved in a couple of years ago 17 that has really made it ridiculous there. They 18 have six counselors, they have six appointments 19 every hour. And, although, you could drive by 20 there at one point in the day and not see a 21 single car, if it's -- there's no appointments 22 that hour. There are also times where there are	61 1 they come out of there. 2 The other part is, as I said, 3 parking has never been allowed on the west side 4 of Vine Street. But once the school closed, and 5 I think it was the year they redid Vine Street 6 with the paving on Vine Street, the no-parking 7 school zone signs got taken out. And a couple 8 of years later, I was at a meeting here for 9 something else, and I happen to mention that now 10 there's no signs there and everybody at that 11 meeting agreed, oh, no, there's still no parking 12 there. 13 I'm like, There's no signs that say 14 that. So the signs that got put up now say "No 15 parking." There's one at the corner house and 16 then our house doesn't have one in front of it. 17 There's one in front of -- I don't think the 18 next one has one in front of it. Then there's 19 one in front of the fourth house. Maybe Dennis 20 knows. Anyway, it all says is "No parking." 21 Well, it doesn't say it in front of my house, so 22 people park there, especially because the other

62 1 side of the street is full. 2 I think that that's got to say -- 3 If it's going to stay no parking there, which I 4 really, really beg of you all to support that, 5 the signs need to say "No parking this side of 6 the street," because I just go out and tell 7 people, You know, there's no parking here. 8 Oh, well, I'm just running in to 9 get a smoothie or something. 08:45:03PM 10 I go out and -- Well, I hope the 11 police don't come. I hope they do, actually. 12 Anyway, just, please, no parking this side of 13 street maybe would make it clear. I don't know. 14 Yeah. I just -- I'm concerned -- I guess the 15 main thing is you have to make that a two-way 16 street, otherwise, all of those cars are going 17 to have to turn right and then they are going to 18 be on Vine Street to join the crowds. 19 With all of the lawn maintenance 08:45:34PM 20 services that people use -- I mean, there's 21 probably six different lawn services that come 22 to our block because everybody uses a different	64 1 the discussions at the board level and 2 engineering regarding Second Street? 3 MS. SALMON: There were discussions 4 originally to make the street two-way. The 5 village board had decided to keep it one-way. 6 That's something that could be decided later 7 down the road. Looking at it as not changing 8 too much the traffic pattern and coming back 9 later. That was a concern. 08:47:03PM 10 It wasn't completely ruled out. 11 It's just not part of this approval and 12 something to look at separately. The 13 recommendation was to keep it one-way, which is 14 how the plans are right now. 15 MR. KRILLENBERGER: There had been 16 discussion about Zion Lutheran making their 17 parking spaces available for construction, busy 18 seasons, holidays. Has that progressed? 19 MR. MITCHELL: That's correct. Real 08:47:35PM 20 quickly. The construction parking, there's a 21 previously existing parking lot on the site, so 22 we can park there for construction vehicles, as
63 1 one. There's always one of those there, there's 2 the eight or nine cars for the counseling 3 service, you know, somebody else has a delivery 4 from FedEx. I mean, we sometimes have to wait 5 to get out of our driveway until some, you know, 6 commercial vehicle moves. 7 Those are the concerns I have. I'm 8 looking forward -- I wish -- Oh. Then the final 9 thing is I can't even imagine what you're going 08:46:05PM 10 to do with all of the work -- the construction 11 vehicles when you're working on this thing. 12 MR. MITCHELL: Don't change those signs 13 for a little bit -- I'm kidding. 14 MR. HINES: I don't even know -- I 15 can't imagine. I wish I could go to sleep and 16 wake up and it's all done and everything is 17 fine. That's -- Another concern is the 18 construction. I guess that's it for now. 19 CHAIRMAN CASHMAN: Okay. Thank you. 08:46:31PM 20 Appreciate it. I thought it stated it in the 21 here in the packet that the village was still 22 recommending that it stay one-way. What were	65 1 well as, once the garage is completed, they can 2 park in the garage. There is a letter that was 3 gracious and generous that the church produced 4 that there would be a collaboration if we have a 5 resident who has an overnight guest, if a 6 grandchild comes for a long weekend, they are 7 willing to work with us on that, and we 8 appreciated that. 9 I don't think we are going to 08:46:08PM 10 further contribute to the parking issues. I 11 don't know there's any solving of them. With 12 the baseball team that was using the facility, 13 that seemed to -- that was a couple years ago -- 14 that generated, really, a lot of traffic. Maybe 15 our residents will be the ones that are using 16 the consulting services and are walking now. I 17 don't know about that. Thank you. 18 CHAIRMAN CASHMAN: Does someone else 19 want to speak? 08:46:43PM 20 MR. DIORIO: Daniel Diorio. I just 21 moved in. I'm on the opposite side of the 22 longevity spectrum as Tom. I moved into

66 1 128 South Vine three months ago. The last thing 2 I want to be is an impediment or a barrier to 3 any of this. It sounds like this is the end of 4 a long journey for you all, which I can 5 appreciate. 6 I would second Tom's point about 7 the parking. Then, I guess, more, sort of, 8 broadly having access to the materials that you 9 all have. Frankly, it's pretty significant 10 implications. Balconies that will now be 11 looking into my house, which heretofore, I was 12 entirely unaware of. Again, I don't want to 13 slow the process down but, for my own 14 edification, it would be helpful to review, sort 15 of, the full proposal. 16 CHAIRMAN CASHMAN: If you go to the 17 village website Plan Commission, the entire 18 package is there on the PDF. You can review it. 19 MR. DIORIO: Thank you. 20 CHAIRMAN CASHMAN: Anyone else? 21 (No response.) 22 Seeing none, should we close the	68 1 MS. SALMON: Commissioner Haarlow? 2 MS. HAARLOW: Aye. 3 MS. SALMON: Commissioner Curry? 4 MS. CURRY: Aye. 5 MS. SALMON: Commissioner 6 Krillenberger? 7 MR. KRILLENBERGER: Aye. 8 MS. SALMON: Commissioner Jablonski? 9 MR. JABLONSKI: Aye. 10 MS. SALMON: Commissioner Crnovich? 11 MS. CRNOVICH: Aye. 12 MS. SALMON: Commissioner Willobee? 13 MR. WILLOBEE: Aye. 14 MS. SALMON: Commissioner Fiascone? 15 MS. FIASCONE: Aye. 16 MS. SALMON: Chairman Cashman? 17 CHAIRMAN CASHMAN: Aye. 18 Commissioners, thoughts, comments? 19 Seems like everyone likes the proposal. 20 Any conditions you want to put on 21 the recommendation? We talked about for the 22 outdoor area, restrictions on hours and volume
67 1 public hearing? 2 MS. CURRY: One more question. The 3 question about the no parking versus the no 4 parking this side of street, is that something, 5 since it was supposed to be there, can we make 6 that correction? 7 MS. SALMON: Yeah. That's something I 8 can work with Mr. Hines on. If we're lacking 9 some street signs, that's something that we can 10 look at. That's completely separate from this. 11 I have talked about that before, so we can 12 certainly follow up. 13 MS. CURRY: Thank you. 14 MS. CRNOVICH: We have a sign in front 15 of our house but it's no parking this side of 16 street, so it's usually not a problem. 17 CHAIRMAN CASHMAN: Can I have a motion 18 to close the public hearing? 19 MS. CRNOVICH: So moved. 20 MR. KRILLENBERGER: Second. 21 CHAIRMAN CASHMAN: Roll call vote, 22 please.	69 1 and to put that in the bylaws. And I would like 2 the village board to reconsider the two-way 3 street. 4 MS. CURRY: Me, too. 5 CHAIRMAN CASHMAN: It made sense when 6 it was a school. It was pretty common safety 7 for kids going the same direction. It seems 8 like it doesn't make sense anymore. It would 9 be -- I want the trustees to reconsider that. 10 MS. HAARLOW: I agree. 11 MS. CURRY: Agree. 12 CHAIRMAN CASHMAN: Any other comments? 13 (No response.) 14 Can I have a motion to approve 15 A-38-2022 for planned development detailed plan, 16 exterior appearance and site plan review, map 17 amendment, tentative and final plat of 18 subdivision, and sign permit review to allow for 19 the development of 12 age-restricted lifestyle 20 housing units within an existing building 21 located at 125 South Vine Street, as submitted 22 with the recommendation to investigate bylaws

1 for the sound hours and volume, and then ask the
 2 board to look at parking signs in the
 3 neighborhood, and then the two-way street. And
 4 I also like the idea to investigate anything
 5 else you can do with the storm water, too. If
 6 you can add some kind of wall, that would be
 7 great.

8 That will would be so moved.

9 MS. CURRY: Second, Curry.

08:52:34PM

10 CHAIRMAN CASHMAN: Roll call vote,
 11 please, Beth.

12 MS. SALMON: Commissioner Haarlow?

13 MS. HAARLOW: Aye.

14 MS. SALMON: Commissioner Curry?

15 MS. CURRY: Aye.

16 MS. SALMON: Commissioner

17 Krillenberger?

18 MR. KRILLENBERGER: Aye.

19 MS. SALMON: Commissioner Jablonski?

20 MR. JABLONSKI: Aye.

21 MS. SALMON: Commissioner Crnovich?

22 MS. CRNOVICH: Aye.

1 MS. SALMON: Commissioner Willobee?

2 MR. WILLOBEE: Aye.

3 MS. SALMON: Commissioner Fiascone?

4 MS. FIASCONE: Aye.

5 MS. SALMON: Chairman Cashman?

6 CHAIRMAN CASHMAN: Aye.

7 (Which were all of the
 8 proceedings in the above
 9 entitled cause.)

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STATE OF ILLINOIS)

) ss:

COUNTY OF DU PAGE)

I, KRISTI LANDOLINA, Certified
 Shorthand Reporter, Registered Professional
 Reporter, and Notary Public in and for the
 County DuPage, State of Illinois, do hereby
 certify that previous to the commencement of the
 examination and testimony of the various
 witnesses herein, they were duly sworn by me to
 testify the truth in relation to the matters
 pertaining hereto; that the testimony given by
 said witnesses was reduced to writing by means
 of shorthand and thereafter transcribed into
 typewritten form; and that the foregoing is a
 true, correct and complete transcript of my
 shorthand notes so taken aforesaid.

IN TESTIMONY WHEREOF I have
 hereunto set my electronic signature this
 23rd day of October, A.D. 2023.

/s/ Kristi Landolina
 KRISTI LANDOLINA, CSR, RPR
 C.S.R. No. 84-004611,
 Notary Public, DuPage County

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GROUP EXHIBIT C

**APPROVED DETAILED PLAN WITH TABLE OF COMPLIANCE DETAILING THE
WAIVERS AND VARIATIONS, EXTERIOR APPEARANCE AND SITE PLAN, SIGN
INFORMATION AND OTHER RELATED DOCUMENTS**

(ATTACHED)

Vine Street Station – Waivers and Variations to the Zoning Code and Village Code

- 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 Waivers and Variations Included in the Planned Development Concept Plan Ordinance No. O2022-22 – 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"

TABLE OF COMPLIANCE

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

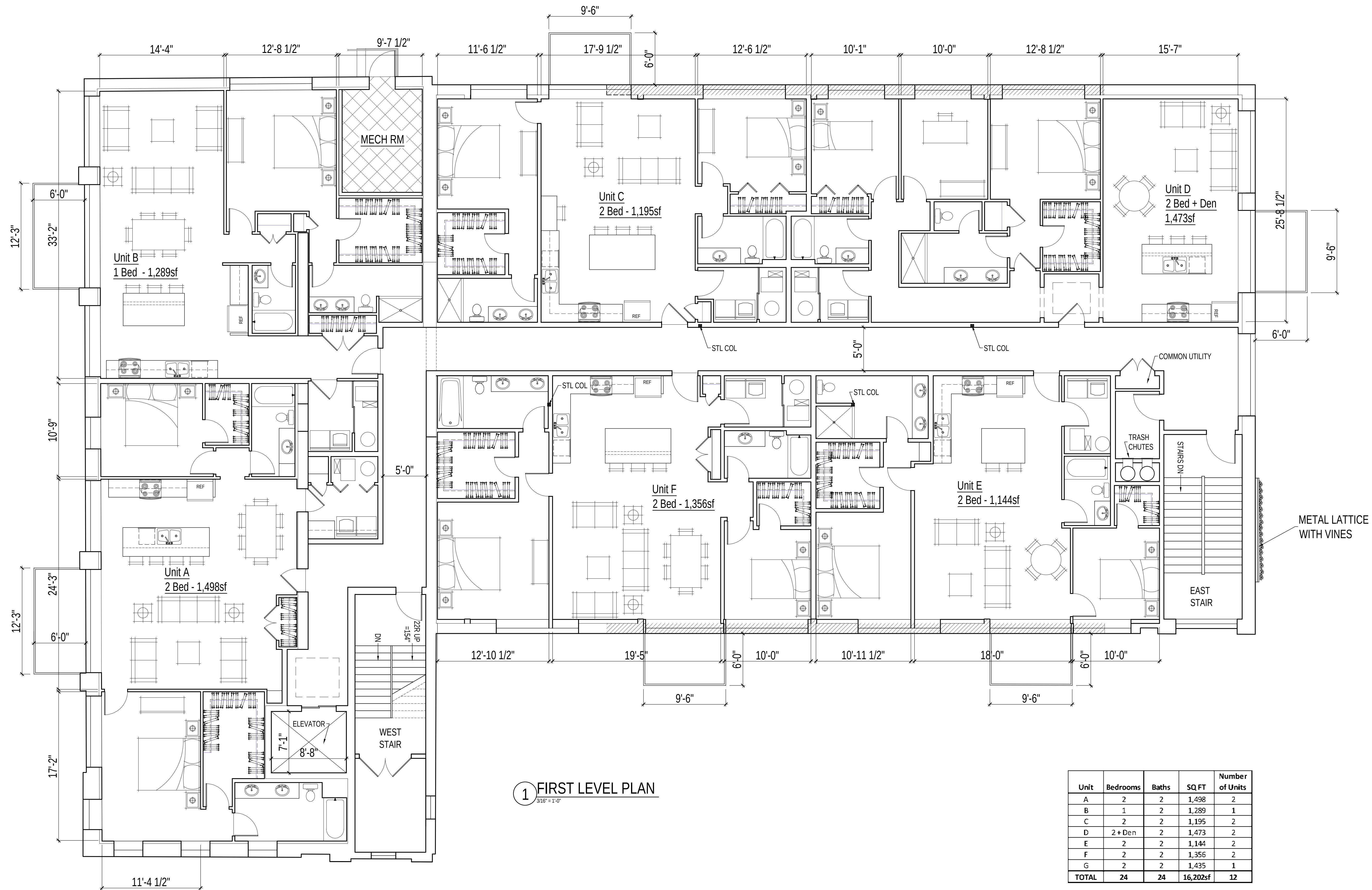
The following table is based on a blend of the proposed O-1 District and Lifestyle Housing Requirements / existing IB District

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.

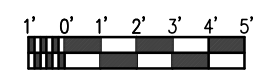
Where any lack of compliance is shown, state the reason and explain the Village's authority, if any, to approve the application despite such lack of compliance:
Any lack of compliance stems from current Institutional building structure being non-compliant Holladay will seek to preserve the current structure

[illegible]



1 FIRST LEVEL PLAN
3/16" = 1'-0"

Unit	Bedrooms	Baths	SQ.FT	Number of Units
A	2	2	1,498	2
B	1	2	1,289	1
C	2	2	1,195	2
D	2 + Den	2	1,473	2
E	2	2	1,144	2
F	2	2	1,356	2
G	2	2	1,435	1
TOTAL	24	24	16,202sf	12

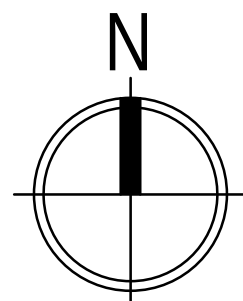


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BOARD SUBMITTAL 10/31/22	
BOARD SUBMITTAL 3/10/23	
BOARD SUBMITTAL 3/20/23	
BOARD SUBMITTAL 5/26/23	



125 S. VINE ST.
HINSDALE, IL

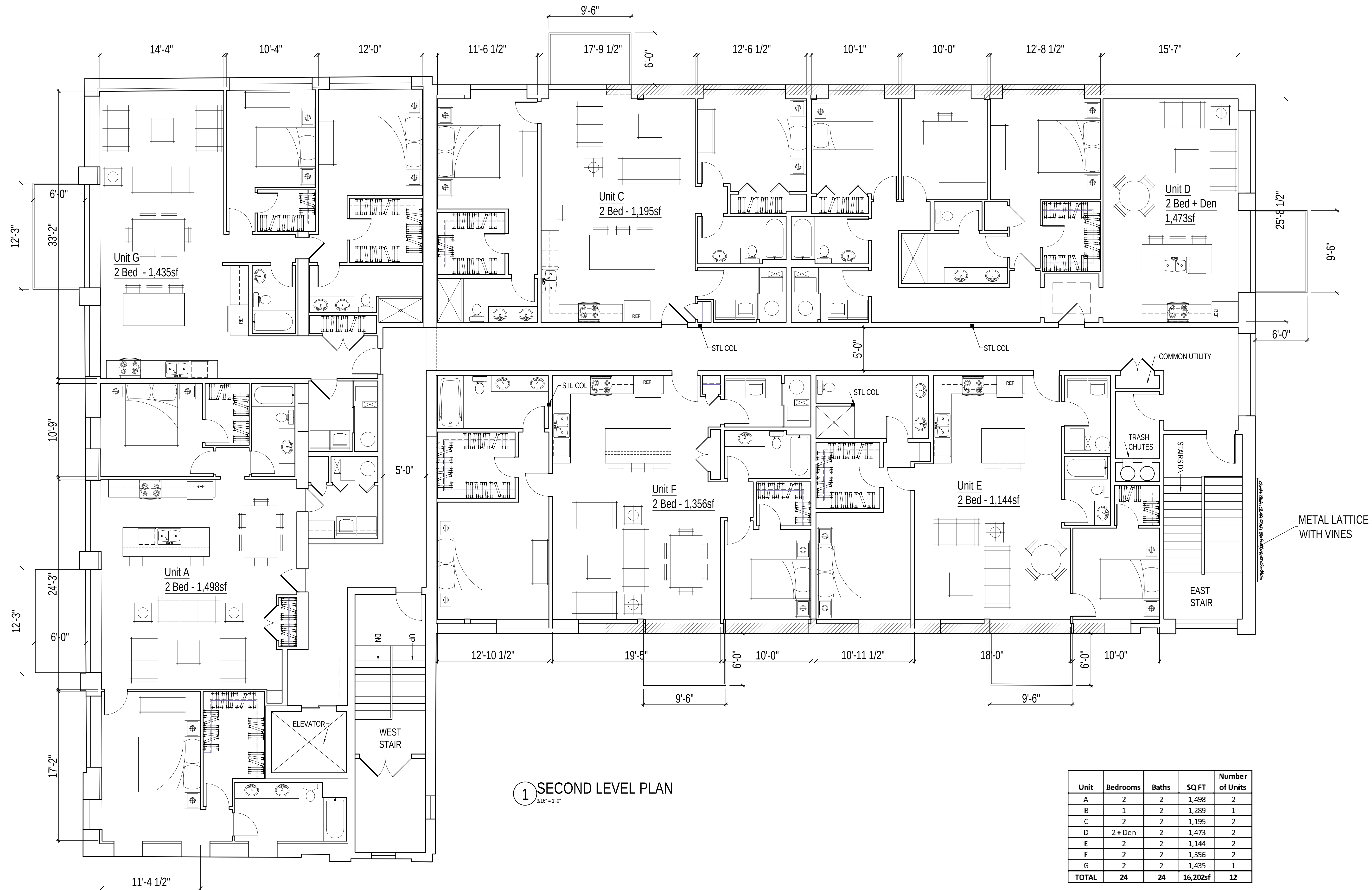
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PROJ. MGR. C.W.
JOB CAPTAIN C.W.
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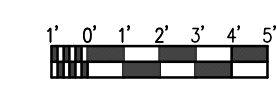
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A1.2

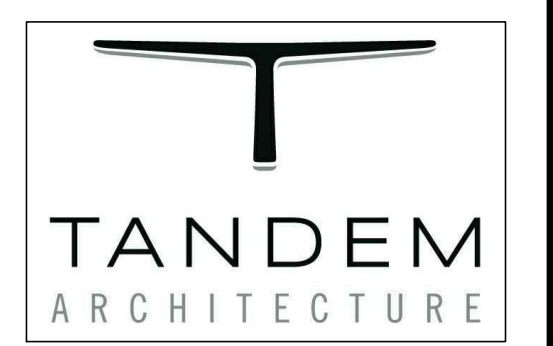


1 SECOND LEVEL PLAN
3/16" = 1'-0"

Unit	Bedrooms	Baths	SQ.FT	Number of Units
A	2	2	1,498	2
B	1	2	1,289	1
C	2	2	1,195	2
D	2 + Den	2	1,473	2
E	2	2	1,144	2
F	2	2	1,356	2
G	2	2	1,435	1
TOTAL	24	24	16,202sf	12

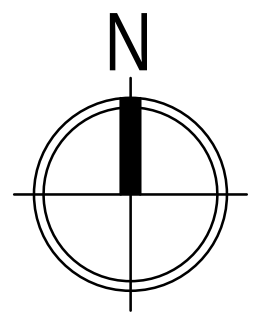


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BOARD SUBMITTAL 10/31/22	BOARD SUBMITTAL 3/10/23	BOARD SUBMITTAL 3/20/23	BOARD SUBMITTAL 5/26/23
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125 S. VINE ST.
HINSDALE, IL

TANDEM ARCHITECTURE

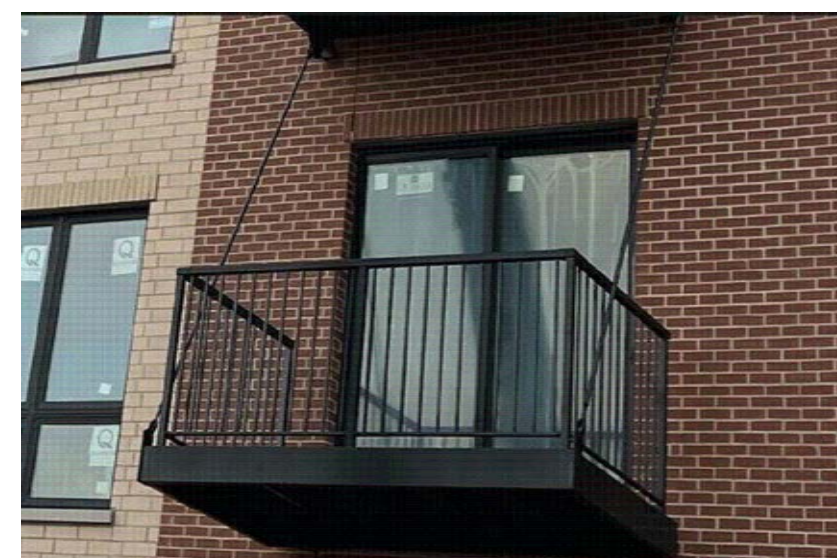
1000 N. WILSON ST., SUITE 300
CHICAGO, IL 60642
TEL: 773.227.1000
WWW.TANDEMARCHITECT.COM

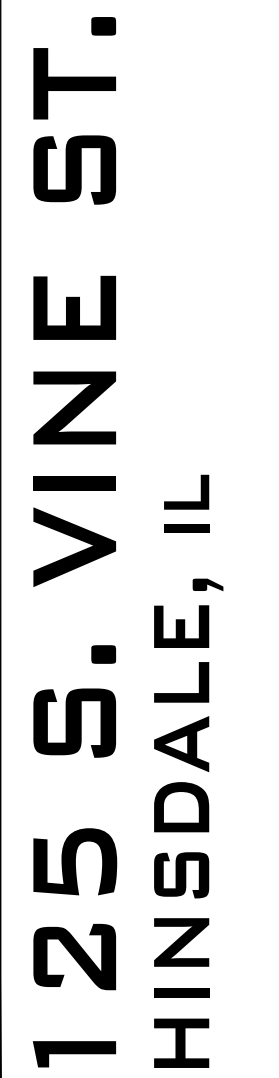
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A1.3

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

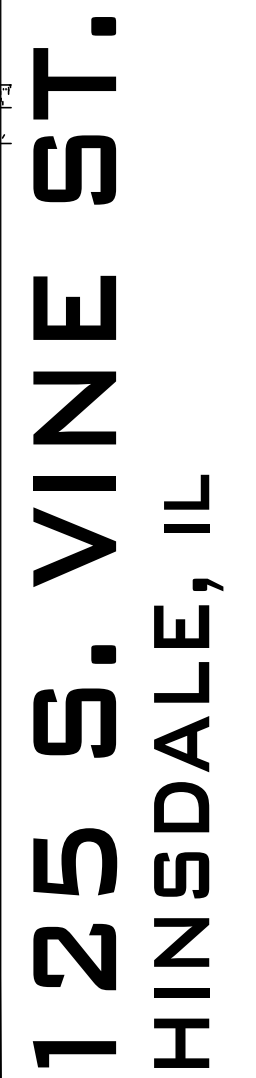






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BOARD SUBMITTAL	3/10/23
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BOARD SUBMITTAL	5/26/23

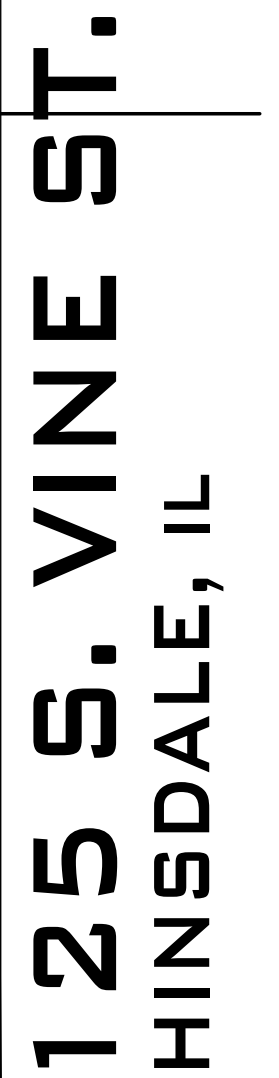


CHICAGO, IL 60642
PH. 312-255-1153
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SHEET

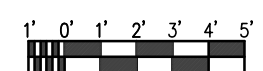
A2.2





TANDEM ARCHITECTURE

A2.3





REVISIONS	

CIVIL ENGINEERS - PLANNERS - DEVELOPMENT CONSULTANTS

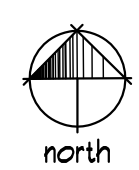
CivWORKS
Consulting, LLC

3343 N. NEVA AVENUE
CHICAGO, ILLINOIS 60634
PH: (312) 637-9570
FAX: (312) 637-9424
Email: info@civworksllc.com
www.civworksllc.com
ILLINOIS PROFESSIONAL ENGINEERING LICENSE NO. 184,007,74

SHEET TITLE:
DIMENSIONED PLAN - LOT ADJUSTMENT

PROJECT:
ADAPTIVE REUSE OF ZION SCHOOL
125 S. VINE STREET, HINSDALE, IL

PROJ. MGR.:	OP
DRAWN BY:	OP
FIRST ISSUE DATE:	10-15-2021
SCALE:	1"=20'
SHEET NO. DP-1	
PROJ. NUMBER:	21014



****NOT FOR CONSTRUCTION****

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	P.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

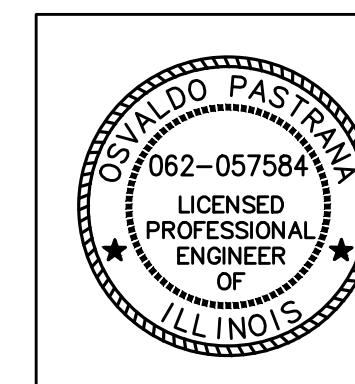
EXISTING SITE DATA	
TOTAL SITE AREA =	26,639 S.F.
EXISTING PERVIOUS AREA =	12,562 S.F.
EXISTING IMPERVIOUS AREA =	14,077 S.F.
EXISTING IMPERVIOUS PERCENT =	52.84%
ROW NET IMPERVIOUS AREA REMOVED =	1,524 S.F.

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: *Oswaldo 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 SEAL



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CIVIL ENGINEERS - PLANNERS - DEVELOPMENT CONSULTANTS

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Web: www.civworks.com

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.
SHEET NO. C1.0	
PROJ. NUMBER:	21014

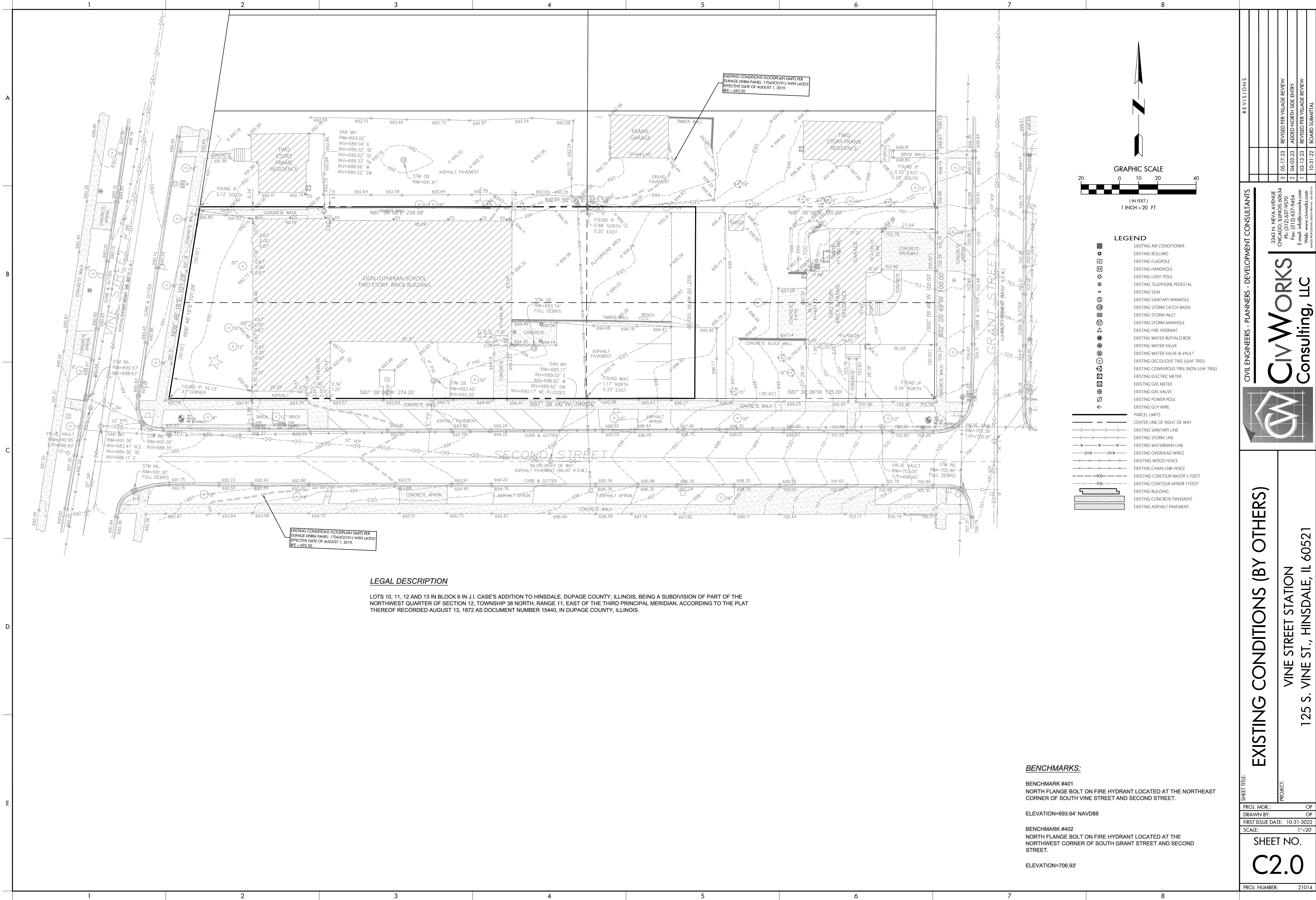
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CONTACT JULIE AT 811
OR 800-892-0123

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.



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

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Fax: (312) 637-9424
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VILLAGE OF HINSDALE, ILLINOIS

CivWORKS
Consulting, LLC

EXISTING CONDITIONS (BY OTHERS)

VINE STREET STATION

125 S. VINE ST., HINSDALE, IL 60521

PROJECT:

SHEET TITLE:

PROJ. MGR.: OP

DRAWN BY: OP

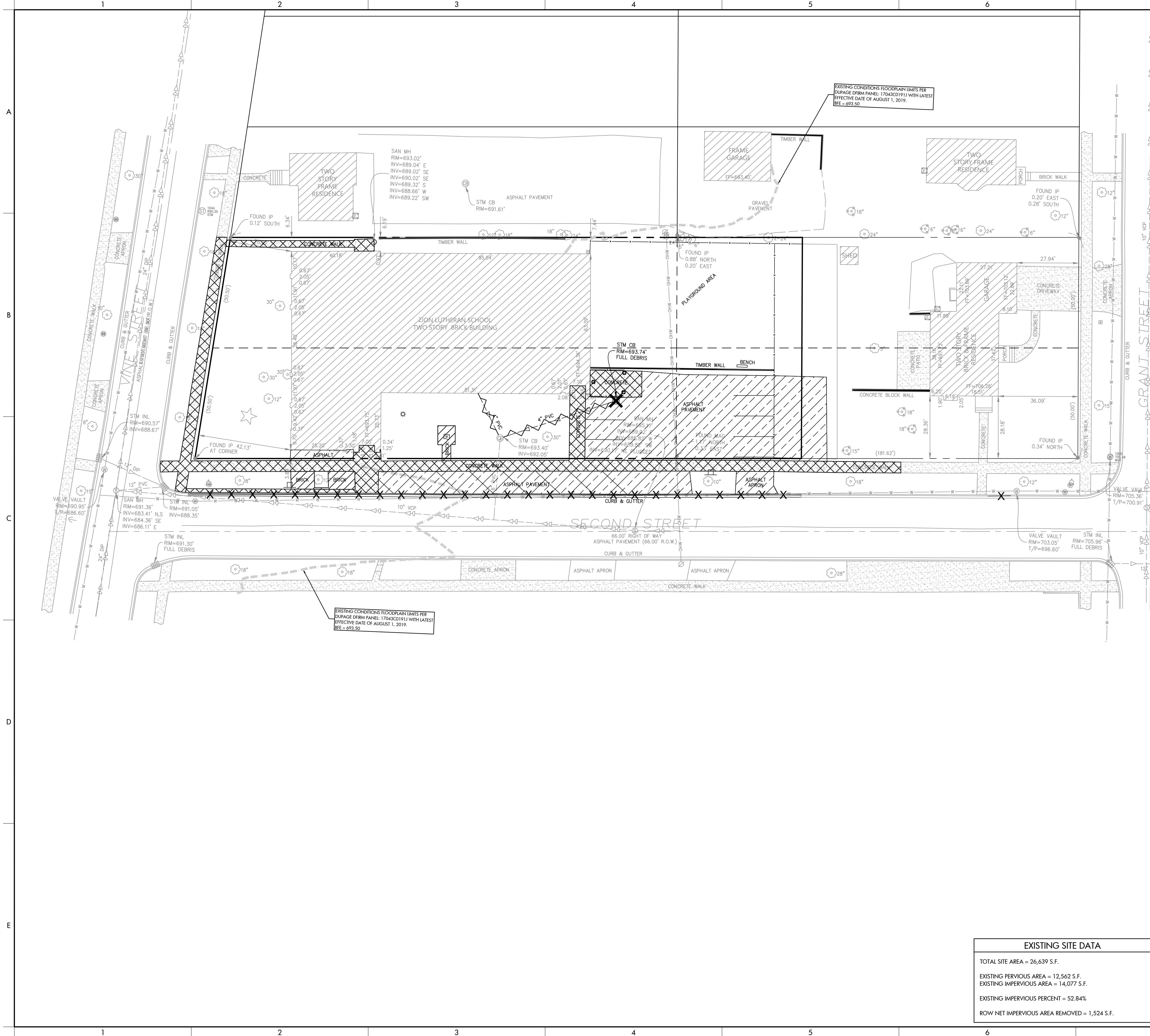
FIRST ISSUE DATE: 10-31-2022

SCALE: 1"=20'

SHEET NO.

C2.0

PROJ. NUMBER: 21014



GRAPHIC SCALE

20 0 10 20 40

(IN FEET)

1 INCH = 20 FT

DEMOLITION LEGEND

	EX. CONCRETE PAVEMENT TO BE REMOVED
	EX. ASPHALT PAVEMENT TO BE REMOVED
	EX. BRICK PAVING TO BE REMOVED
	EX. SEWER STRUCTURE(S) TO BE REMOVED
	EX. CURB TO BE REMOVED
	EX. STORM SEWER TO BE REMOVED, OR ABANDONED IN PLACE WHERE POSSIBLE

DEBRIS AND SPOIL MATERIAL STOCKPILE

DUE TO THE LIMITED SIZE OF SITE AND AVAILABLE STAGING AREAS, STOCKPIILING OF DEBRIS, SPOIL MATERIALS, OR ANY OTHER ITEMS SHALL NOT BE ALLOWED. ALL DEBRIS, SPOIL MATERIALS OR ANY OTHER DEMOLISHED ITEMS SHALL BE IMMEDIATELY HAULED OFF-SITE AND DISPOSED OF BY THE DEMOLITION CONTRACTOR IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL LAWS.

DEMOLITION NOTES

- ALL UTILITY COMPANIES ARE TO BE CONTACTED TO PERMIT MARKING THEIR FACILITIES BEFORE ANY WORK IS DONE ON THE SITE.
- THE OWNER SHALL BE PROVIDED WITH COPIES OF ALL DEMOLITION PERMITS AND UTILITY INFORMATION PRIOR TO THE COMMENCEMENT OF THE WORK.
- THE EXTENT OF SITE DEMOLITION WORK IS AS SHOWN ON THE CONTRACT DOCUMENTS AND AS SPECIFIED HEREIN. FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND SERVICE NECESSARY TO COMPLETE THE WORK. DEMOLITION INCLUDES, BUT IS NOT LIMITED TO, REMOVAL AND DISPOSAL OFF-SITE OF THE FOLLOWING ITEMS:
 - ON-SITE PAVEMENT
 - EXISTING ON-SITE STORM SEWERS AND STRUCTURES
 - DEBRIS FROM ALL DEMOLISHED STRUCTURES
 - ALL PAVEMENT TO BE REMOVED ADJACENT TO PAVEMENT THAT IS TO REMAIN SHALL BE SAWCUT FULL DEPTH AT THE EDGES PRIOR TO REMOVAL TO OBTAIN A "CLEAN" JOINT WHERE IT ABUTS NEW CURB OR PAVEMENT.CONTRACTOR MUST RECEIVE APPROVAL FROM CIVIL ENGINEER AND GEOTECHNICAL ENGINEER FOR THE MATERIAL TYPE AND USE IF CONTRACTOR DESIRES TO REUSE DEMOLISHED SITE PAVEMENT OR EXISTING STONE SUBBASE AS STRUCTURAL FILL.
- CONDUCT DEMOLITION OPERATIONS AND REMOVAL OF DEBRIS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS AND OTHER ADJACENT OCCUPIED OR USED FACILITIES. THE CONTRACTOR SHALL PROVIDE MAINTENANCE OF TRAFFIC TO PROVIDE SAFE PASSAGE FOR VEHICULAR AND PEDESTRIAN TRAFFIC. THIS INCLUDES APPROPRIATE SIGNAGE FOR CLOSING THE PUBLIC SIDEWALK, ROADWAY AND NECESSARY PARKING SPACES. ALL MAINTENANCE OF TRAFFIC SHALL BE APPROVED BY THE MUNICIPALITY.
- EXISTING UTILITIES TO REMAIN ARE TO BE KEPT IN SERVICE AND PROTECTED AGAINST DAMAGE DURING DEMOLITION OPERATIONS. CONTRACTOR IS RESPONSIBLE FOR TURNING OFF, DISCONNECTING, AND SEALING INDICATED UTILITIES BEFORE STARTING DEMOLITION OPERATIONS. EXISTING UTILITIES TO BE ABANDONED ARE TO BE CAPPED AT BOTH ENDS AND FILLED WITH FA-1 OR APPROVED EQUAL. ALL UNDERGROUND UTILITIES TO BE REMOVED ARE TO BE BACKFILLED WITH ENGINEERED FILL OR SELECT EXCAVATED MATERIAL, AS APPROVED BY THE GEOTECHNICAL ENGINEER, TO 95% OF MODIFIED PROCTOR DENSITY WITHIN PAVED AREAS AND TO 90% OF MODIFIED PROCTOR DENSITY FOR GREEN SPACE AREAS, IN ACCORDANCE WITH THE EARTHWORK SPECIFICATIONS. ALL PRIVATE UTILITIES (ELECTRIC, CABLE, TELEPHONE, FIBER OPTIC, GAS) SHALL BE REMOVED AND RELOCATED PER THE UTILITY OWNER AND THE LOCAL MUNICIPALITY'S REQUIREMENTS.
- UNDERGROUND UTILITIES SHOWN ARE BASED ON ATLASES AND AVAILABLE INFORMATION PRESENTED AT THE TIME OF SURVEY. CONTRACTOR SHOULD CALL "JULIE" (800-892-0123) TO COORDINATE FIELD LOCATIONS OF EXISTING UNDERGROUND UTILITIES BEFORE ORDERING MATERIALS OR COMMENCING CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES IMMEDIATELY. CONTRACTOR SHALL LOCATE AND PROTECT EXISTING UNDERGROUND AND OVERHEAD UTILITIES DURING CONSTRUCTION. UTILITY PROTECTION SHALL BE COORDINATED WITH THE RESPECTIVE UTILITY OWNER AND AS DIRECTED BY THE GOVERNING MUNICIPALITY. DAMAGED CABLES/CONDUITS SHALL BE REPLACED IMMEDIATELY. ALL EXISTING STRUCTURES TO REMAIN SHALL BE PROTECTED THROUGHOUT THE CONSTRUCTION PROCESS. ALL DAMAGED STRUCTURES SHALL BE REPLACED IN-KIND AND THEIR REPLACEMENT COST SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT. PROPER NOTIFICATION TO THE OWNERS OF THE EXISTING UTILITIES SHALL BE MADE AT LEAST 48 HOURS BEFORE CONSTRUCTION COMMENCES.
- USE WATER SPRINKLING, TEMPORARY ENCLOSURES, AND OTHER SUITABLE METHODS TO LIMIT DUST AND DIRT RISING AND SCATTERING IN THE AIR TO THE LOWEST LEVEL. COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION. SEE EROSION CONTROL SHEETS FOR FURTHER EROSION CONTROL REQUIREMENTS.
- REMOVE FROM SITE DEBRIS, RUBBISH AND OTHER MATERIALS RESULTING FROM DEMOLITION OPERATIONS. BURNING OF REMOVED MATERIALS WILL NOT BE PERMITTED ON SITE. TRANSPORT MATERIALS REMOVED AND DISPOSE OF OFF-SITE IN A LEGAL MANNER.
- ALL EXISTING BUILDINGS, FOUNDATIONS, UTILITIES, AND LANDSCAPING AND OTHER IMPROVEMENTS ON ADJACENT PROPERTIES SHALL BE PROTECTED AT ALL TIMES DURING DEMOLITION AND CONSTRUCTION WORK. THE CONTRACTOR IS RESPONSIBLE TO PROVIDE AND INSTALL ANY MATERIALS, EQUIPMENT, AND/OR MANPOWER NECESSARY TO ACCOMPLISH THIS.

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.	

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 SUBMITAL

CIVIL ENGINEERS - PLANNERS - DEVELOPMENT CONSULTANTS

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Fax: (312) 637-9454
Email: info@civworks.com
WWW.CIVWORKS.COM
VILLAGE PROFESSIONAL DESIGN LICENSE NO. 000000000

SITE DEMOLITION PLAN

VINE STREET STATION

125 S. VINE ST., HINSDALE, IL 60521

SHEET TITLE:

PROJECT:

PROJ. MGR.: OP

DRAWN BY: OP

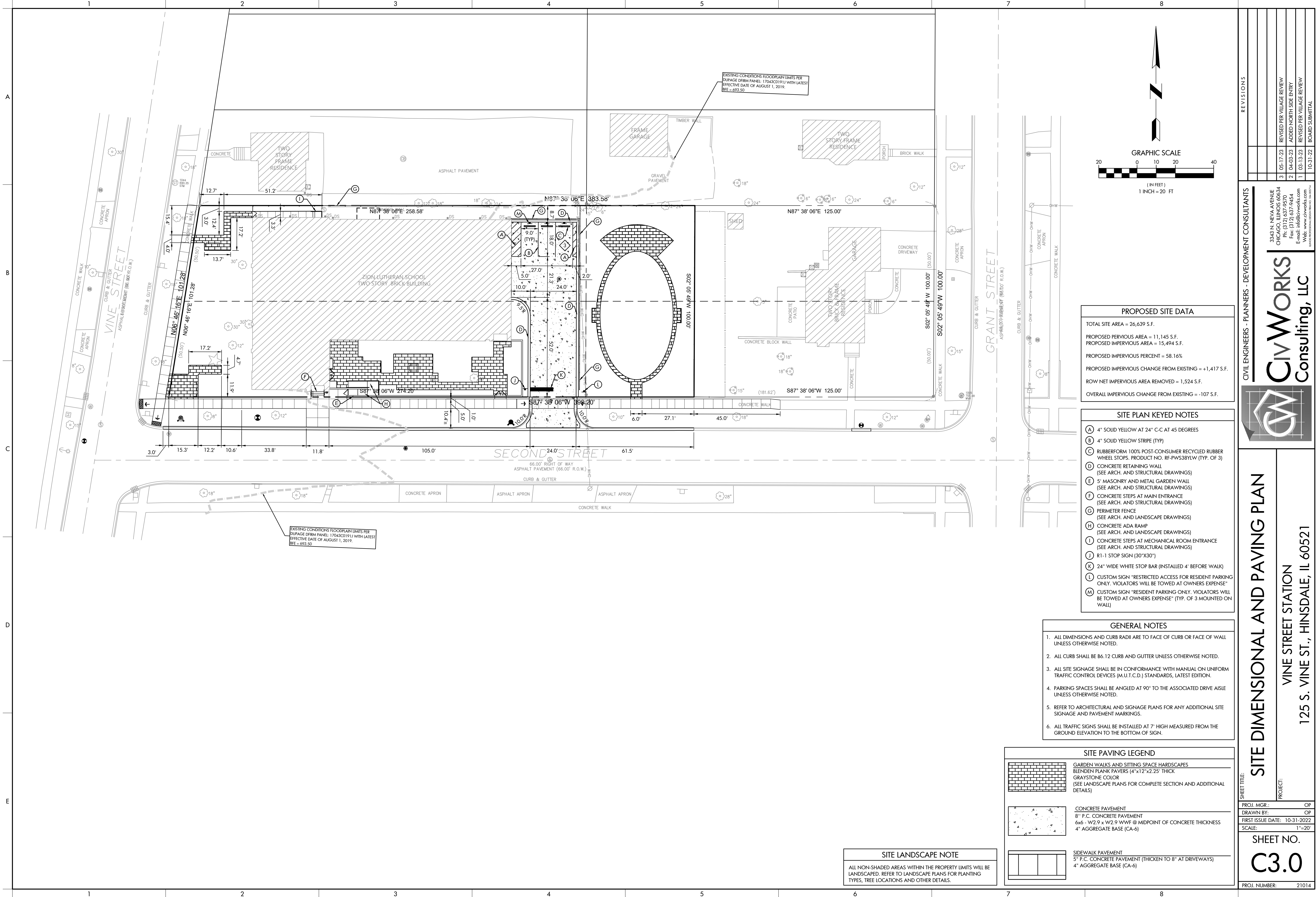
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SCALE: 1"=20'

SHEET NO.

C2.1

PROJ. NUMBER: 21014



CIVIL ENGINEERS - PLANNERS - DEVELOPMENT CONSULTANTS		3343 N. NEVA AVENUE CHICAGO, ILLINOIS 60634 PH: (312) 637-9270 FAX: (312) 637-9454 E-mail: info@civworks.com www.civworks.com VILLAGE OF HINSDALE, ILLINOIS
CivWORKS Consulting, LLC		REVISED PER VILLAGE REVIEW
REVISED PER VILLAGE REVIEW		ADDED NORTH SIDE ENTRY
REVISED PER VILLAGE REVIEW		REVISED PER VILLAGE REVIEW
BOARD SUBMITTAL		10-31-22

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	

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.

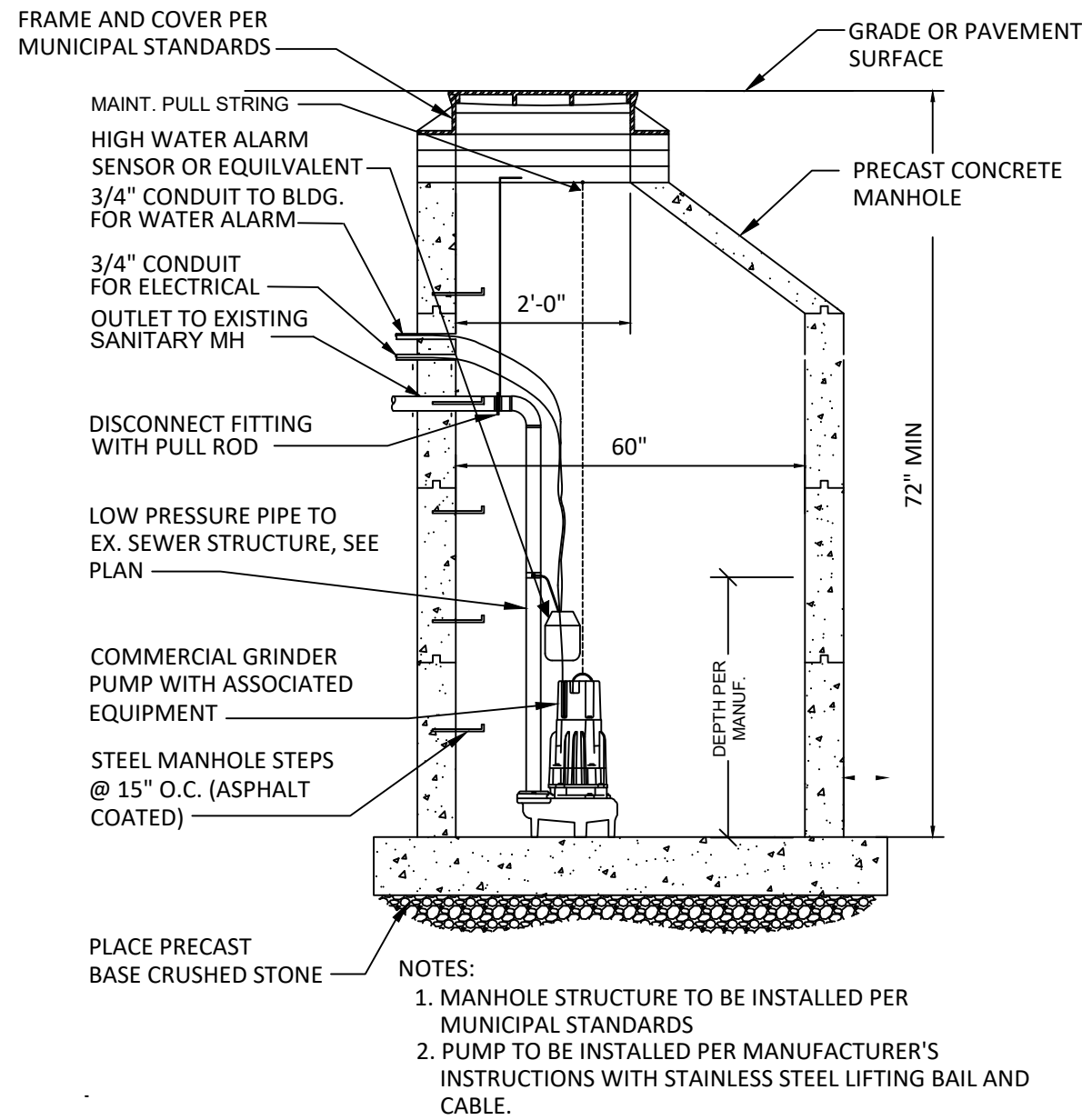
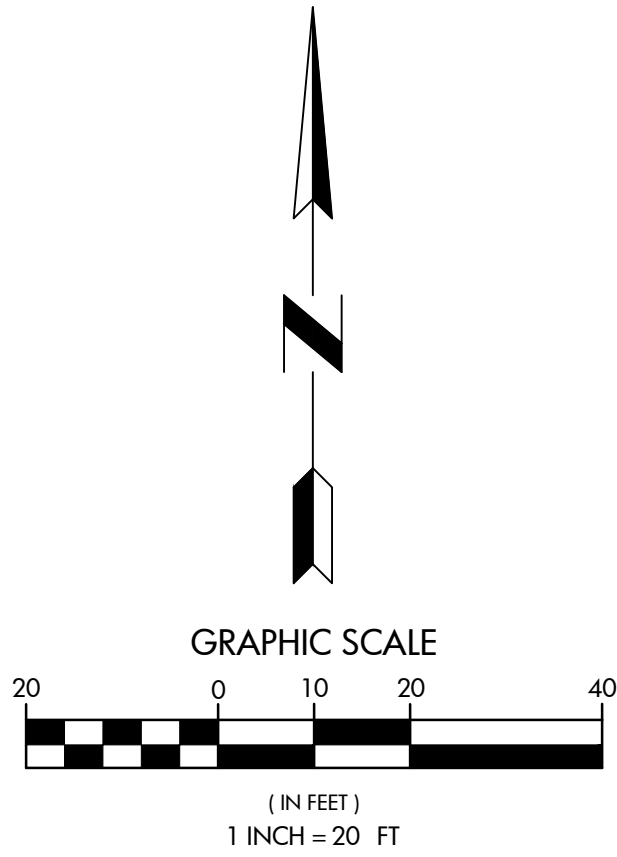
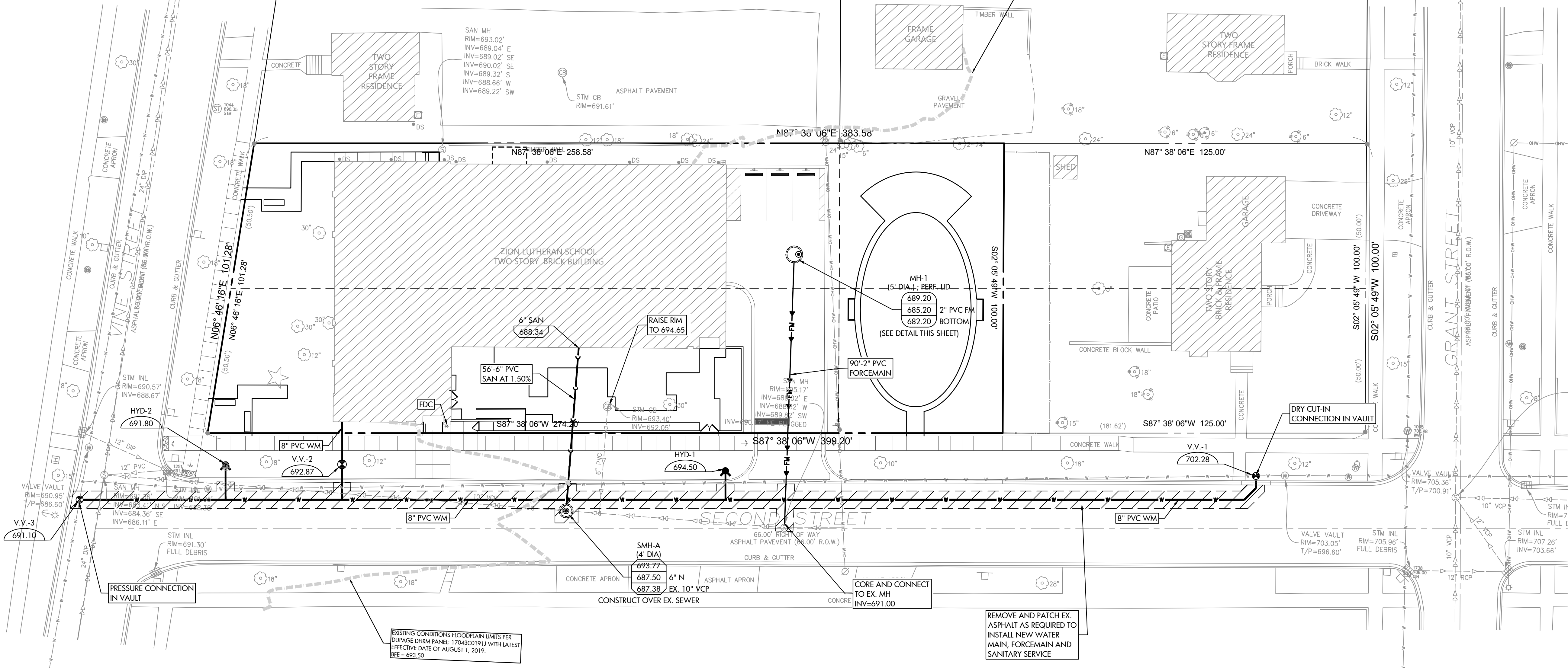
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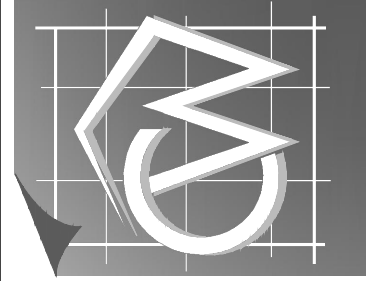


MH-1 SUMP PUMP STRUCTURE DETAIL
NO SCALE

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\"/>	

CIVIL ENGINEERS - PLANNERS - DEVELOPMENT CONSULTANTS



SITE UTILITY PLAN

VINE STREET STATION

125 S. VINE ST., HINSDALE, IL 60521

SHEET TITLE:

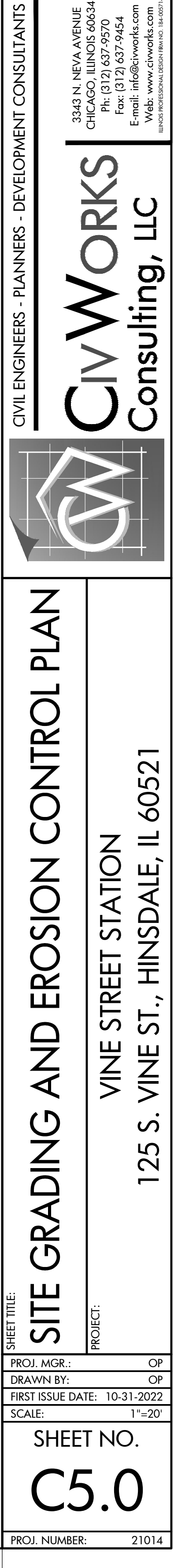
PROJ. MGR.:	OP
DRAWN BY:	OP
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C4.0	
PROJ. NUMBER:	21014

REVISIONS

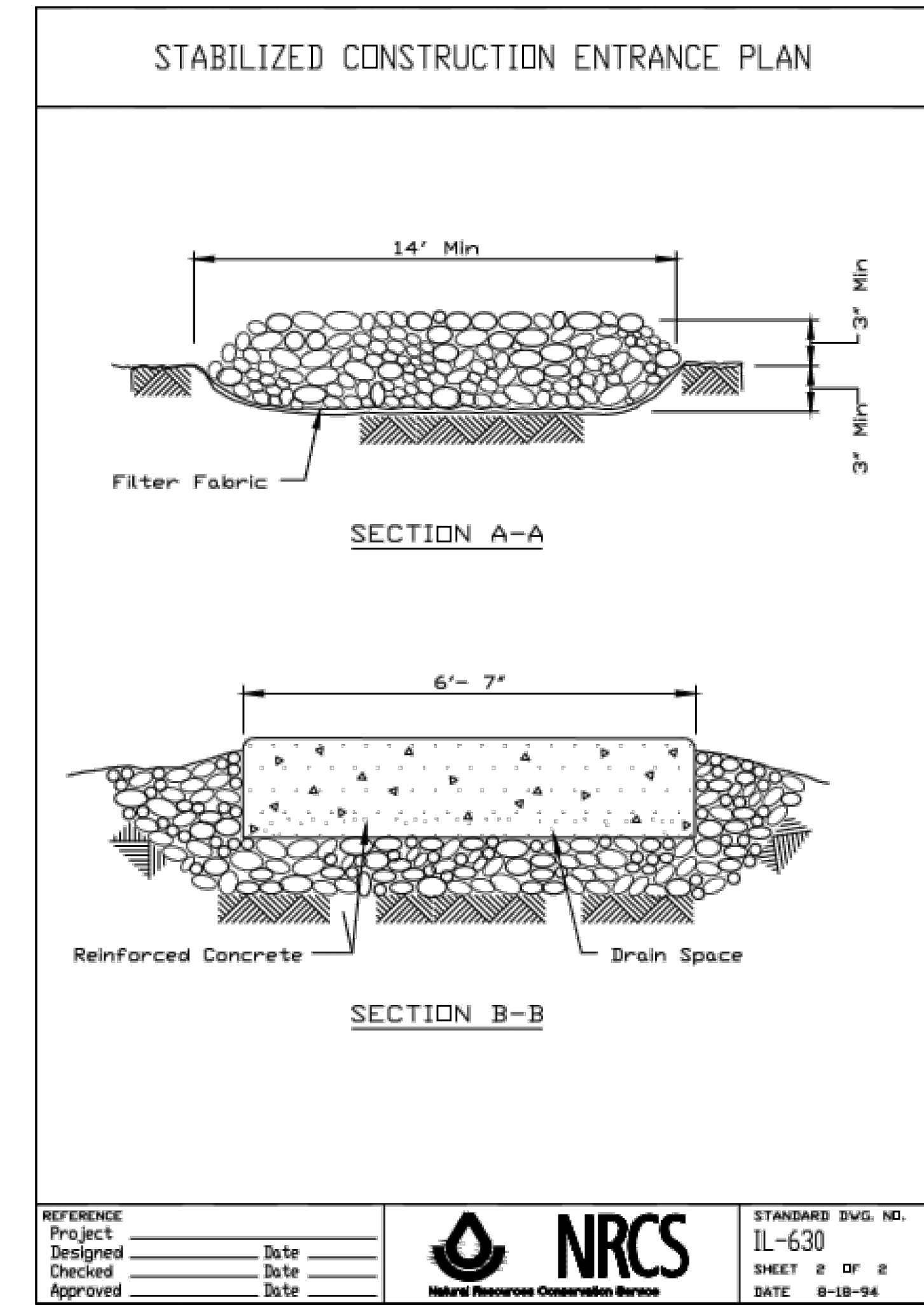
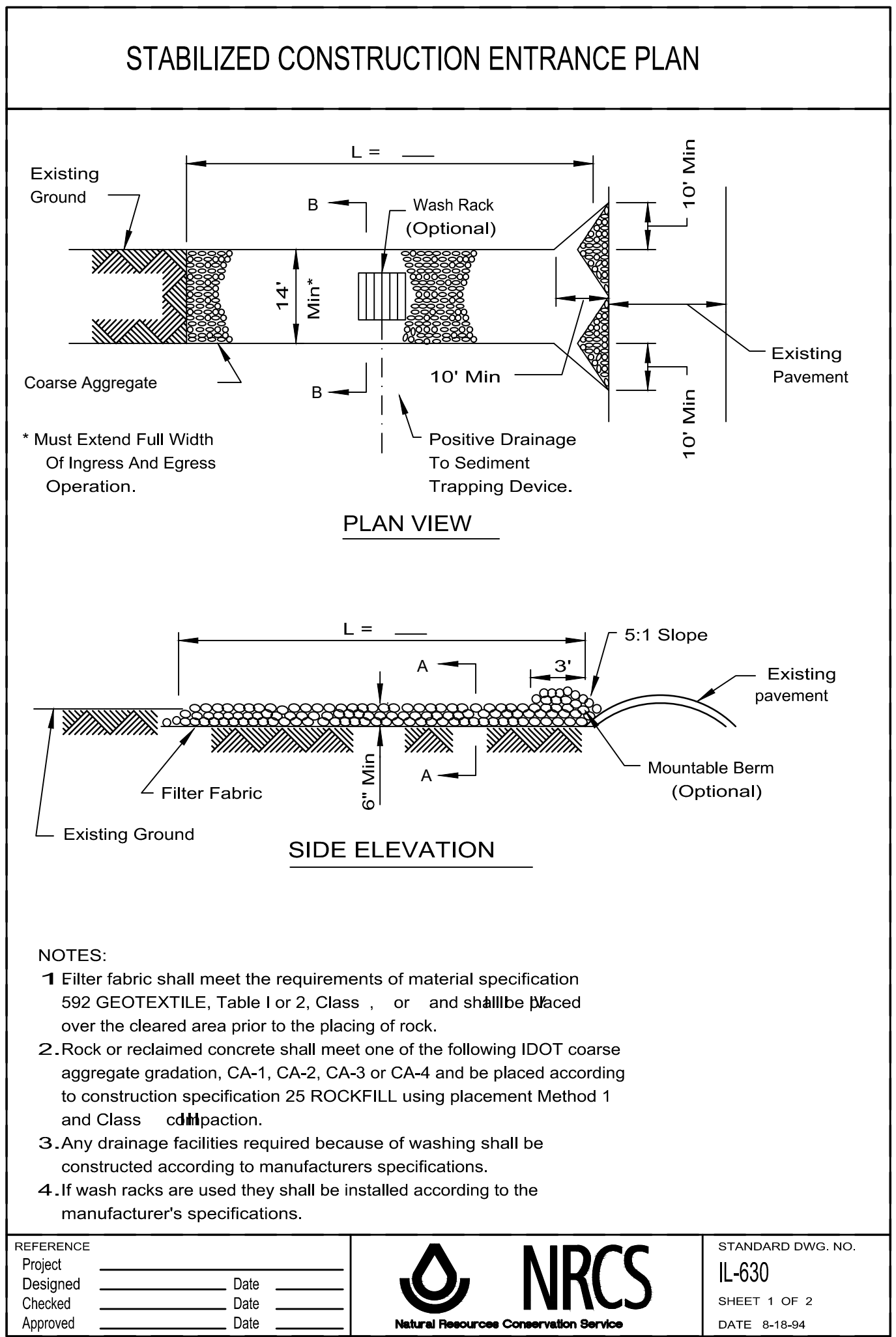
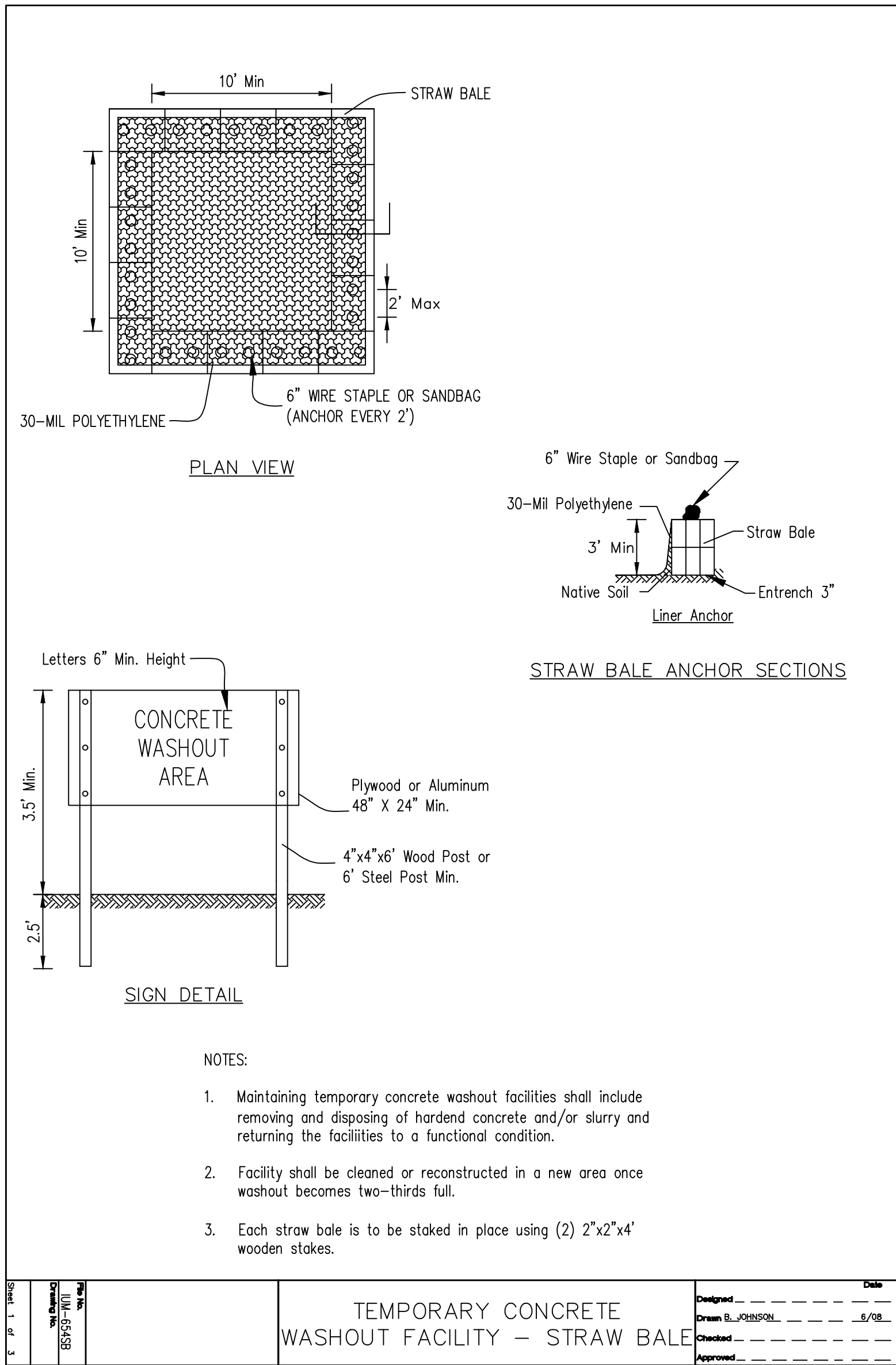
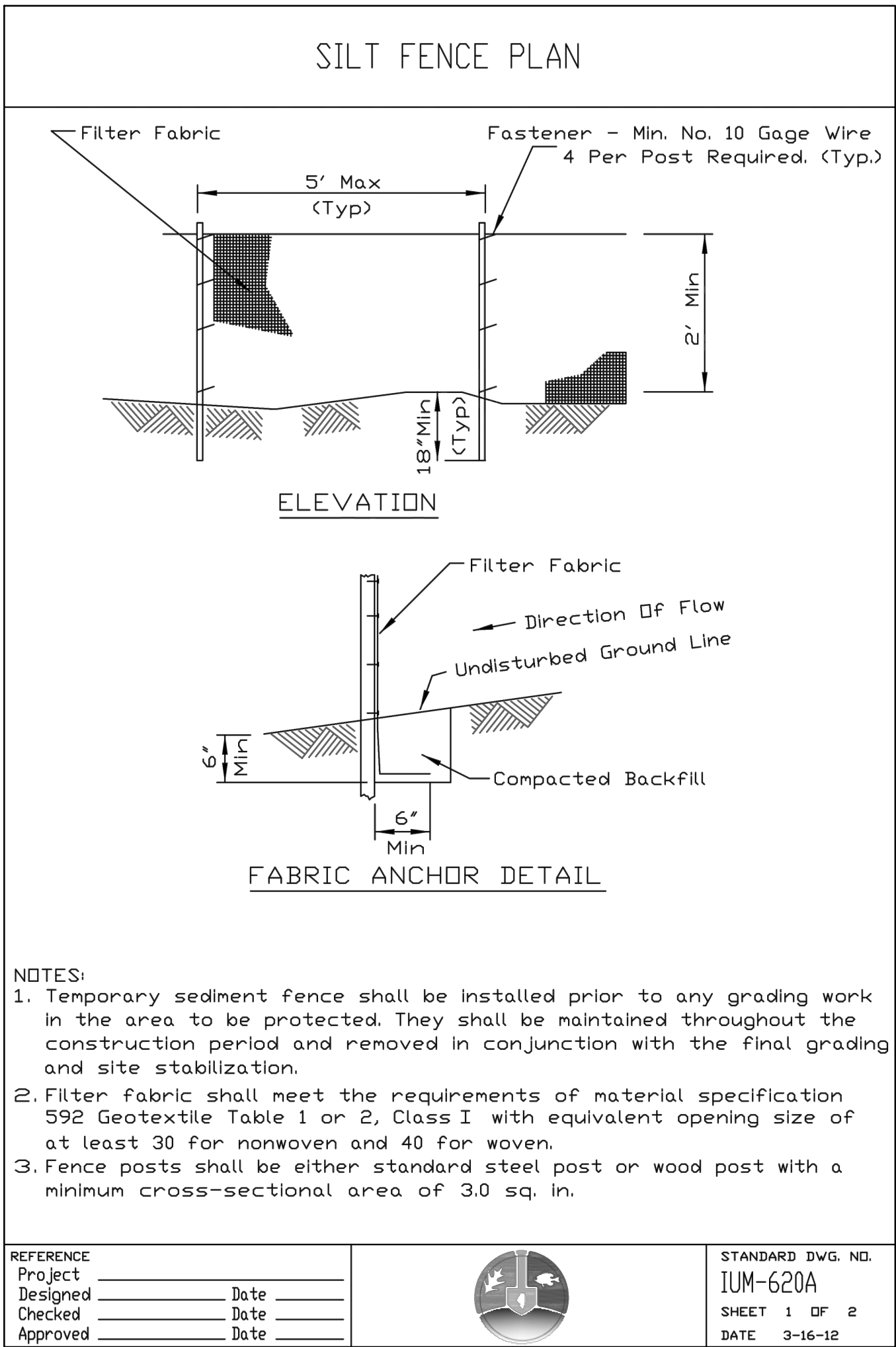
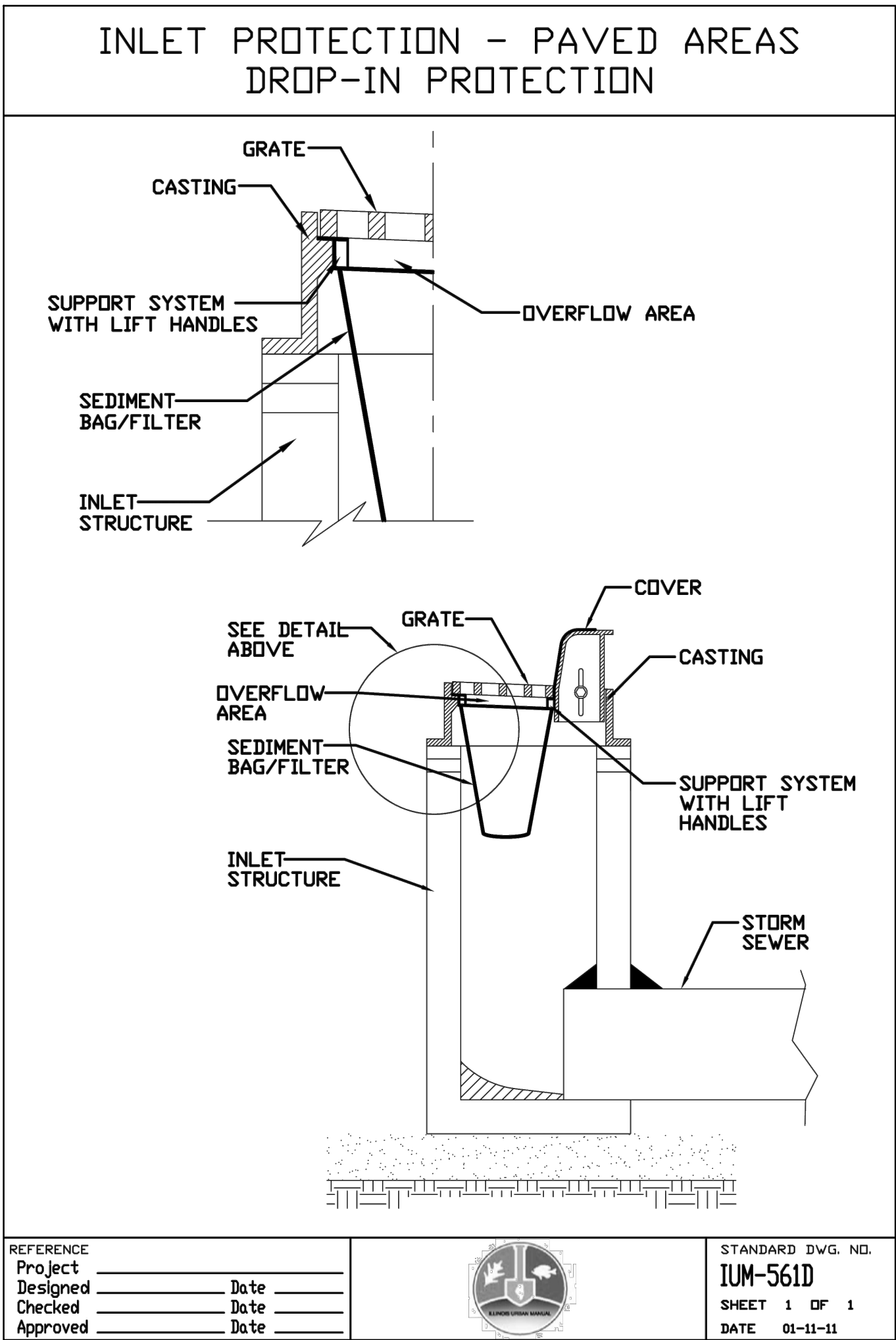
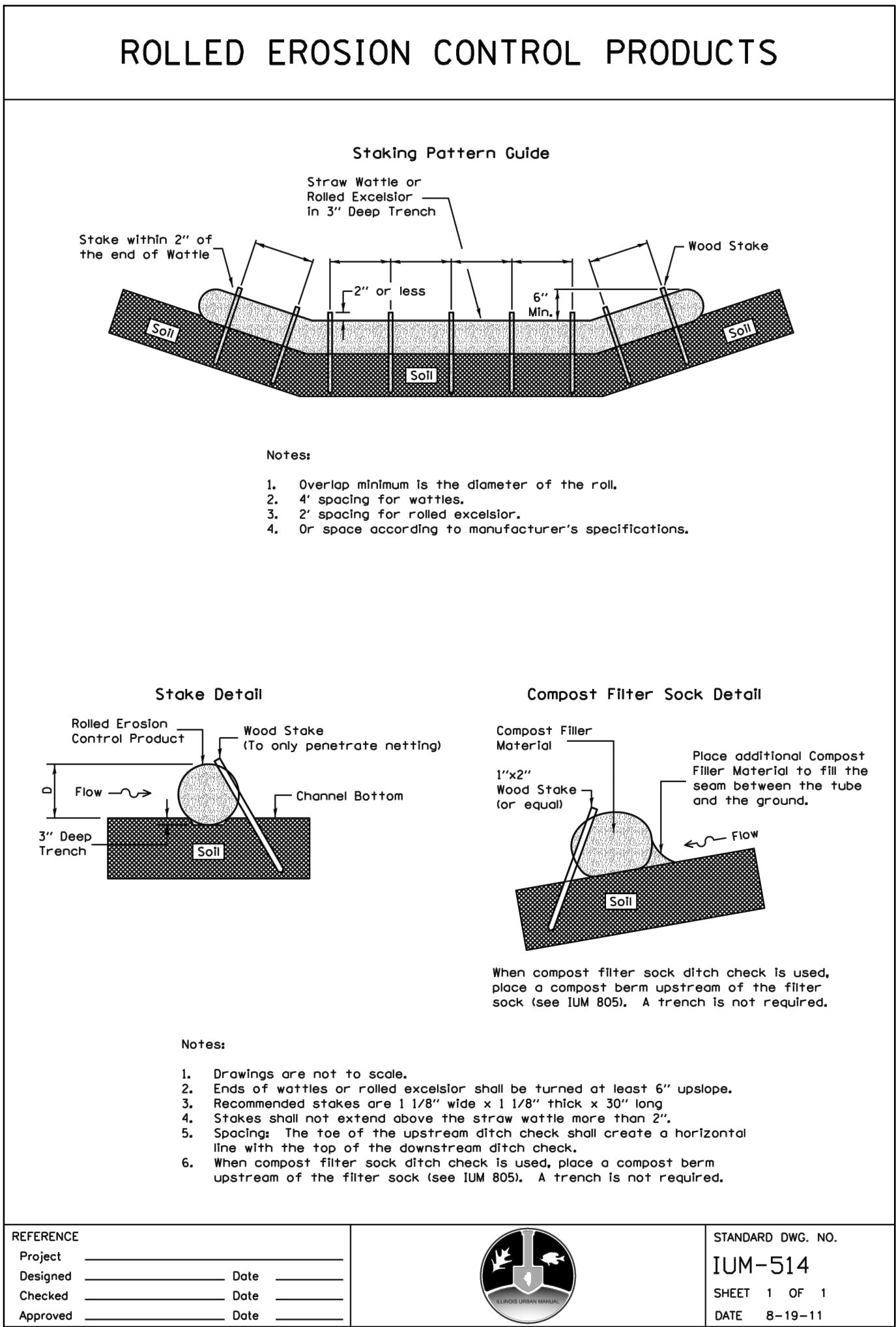
3	05-17-23	REVISED PER VILLAGE REVIEW
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1	03-13-23	REVISED PER VILLAGE REVIEW
	10-31-22	BOARD SUBMITTAL

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Website: www.civworks.com
VILLAGE OF HINSDALE, ILLINOIS

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A
B
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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 RECEIPTABLES 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

1. 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.

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.

3. SEDIMENT SHALL BE REMOVED FROM THE SEDIMENT TRAPS WHEN THE STORAGE CAPACITY HAS BEEN APPROXIMATELY 50% FILLED.

4. 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.

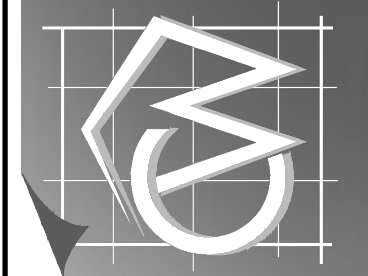
5. ALL SEEDED AREAS WILL BE FERTILIZED, RE-SEEDED AS NECESSARY, AND MULCHED AS REQUIRED TO MAINTAIN A VIGOROUS, DENSE VEGETATIVE COVER.

6. 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.

7. AFTER CONSTRUCTION, THE OWNER SHALL MAINTAIN ALL PERMANENT CONTROL DEVICES IN ORDER TO PREVENT EROSION.

RECOMMENDED EROSION CONTROL MAINTENANCE SCHEDULE

CIVIL ENGINEERS - PLANNERS - DEVELOPMENT CONSULTANTS



SOIL EROSION AND SEDIMENT CONTROL DETAILS

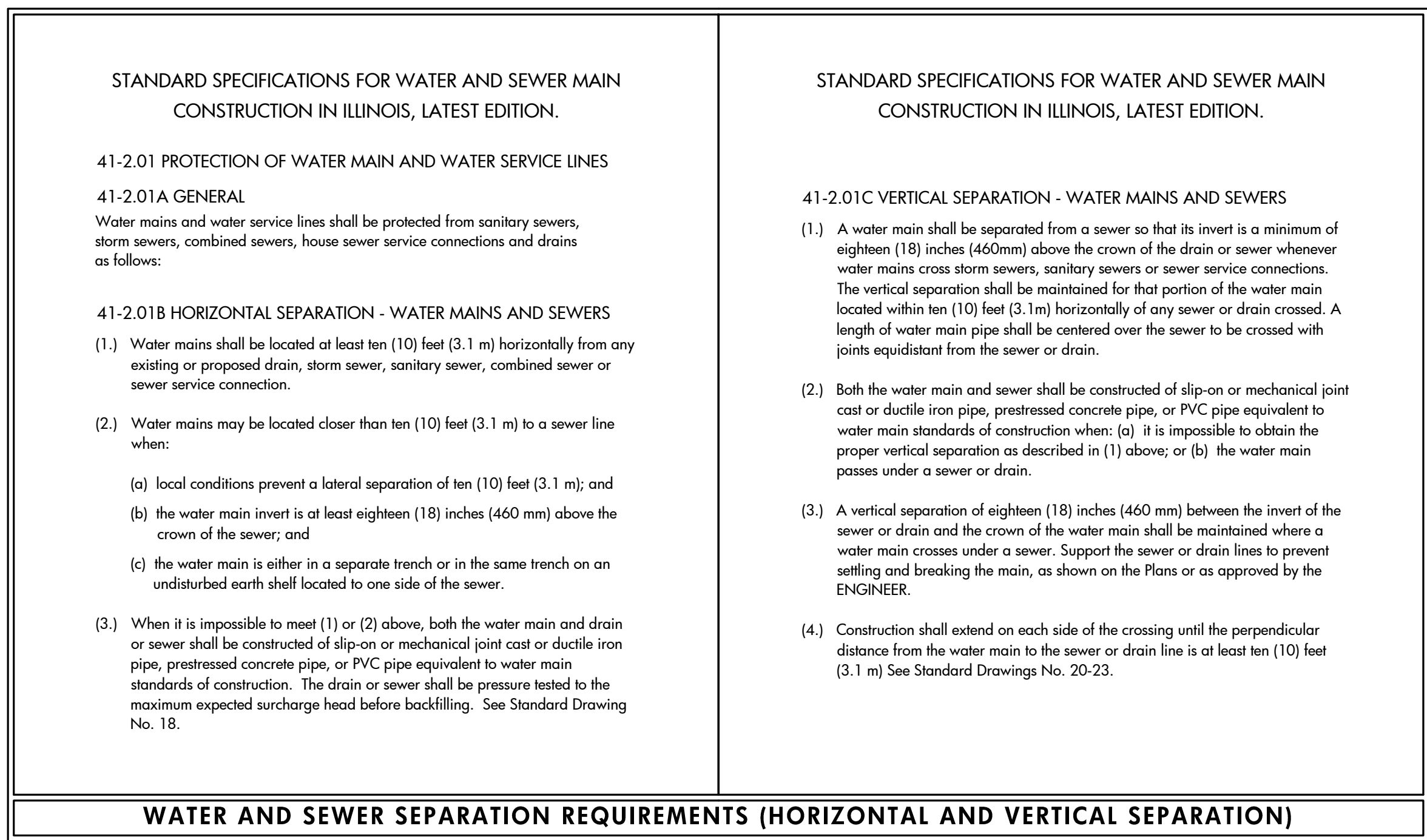
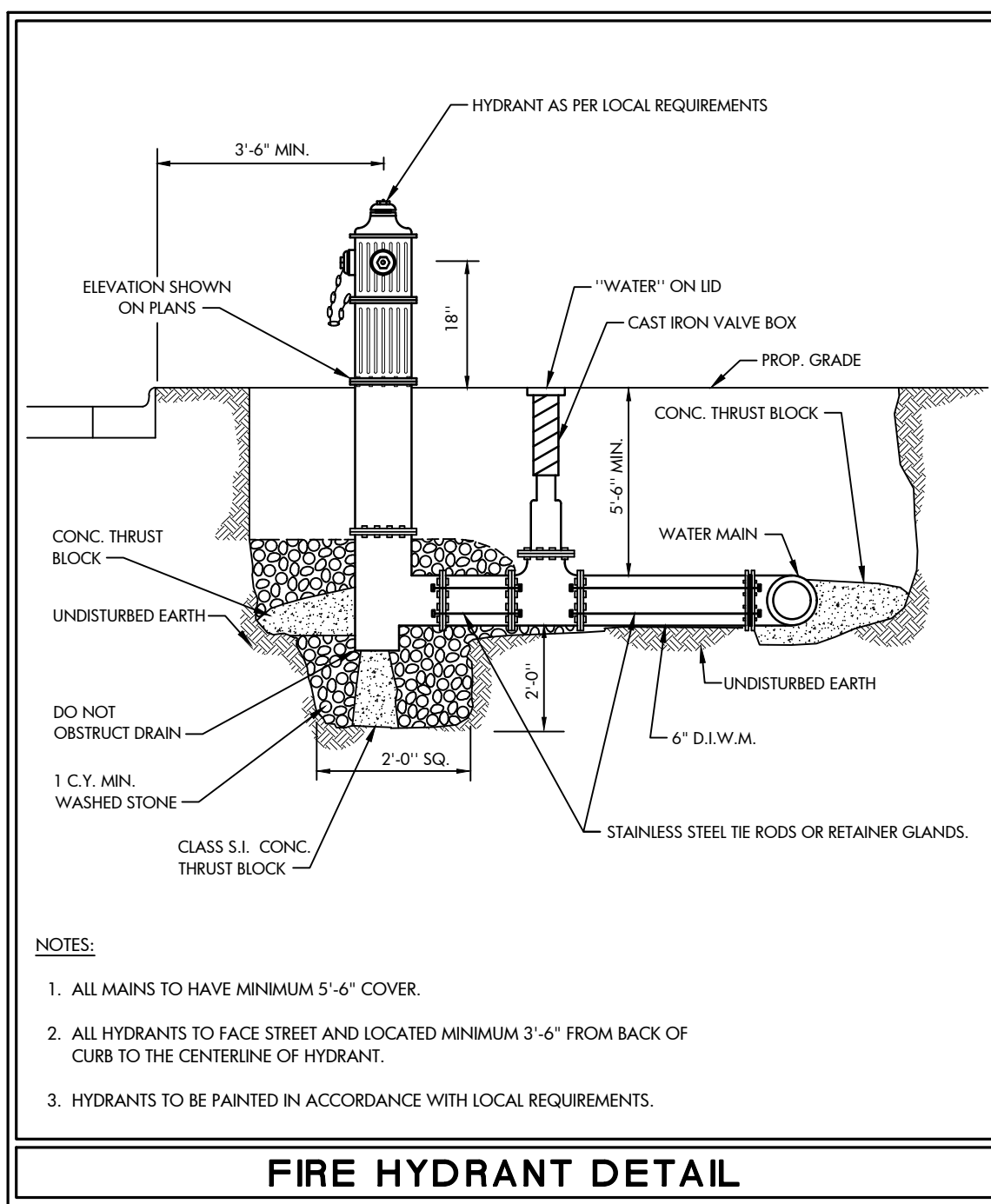
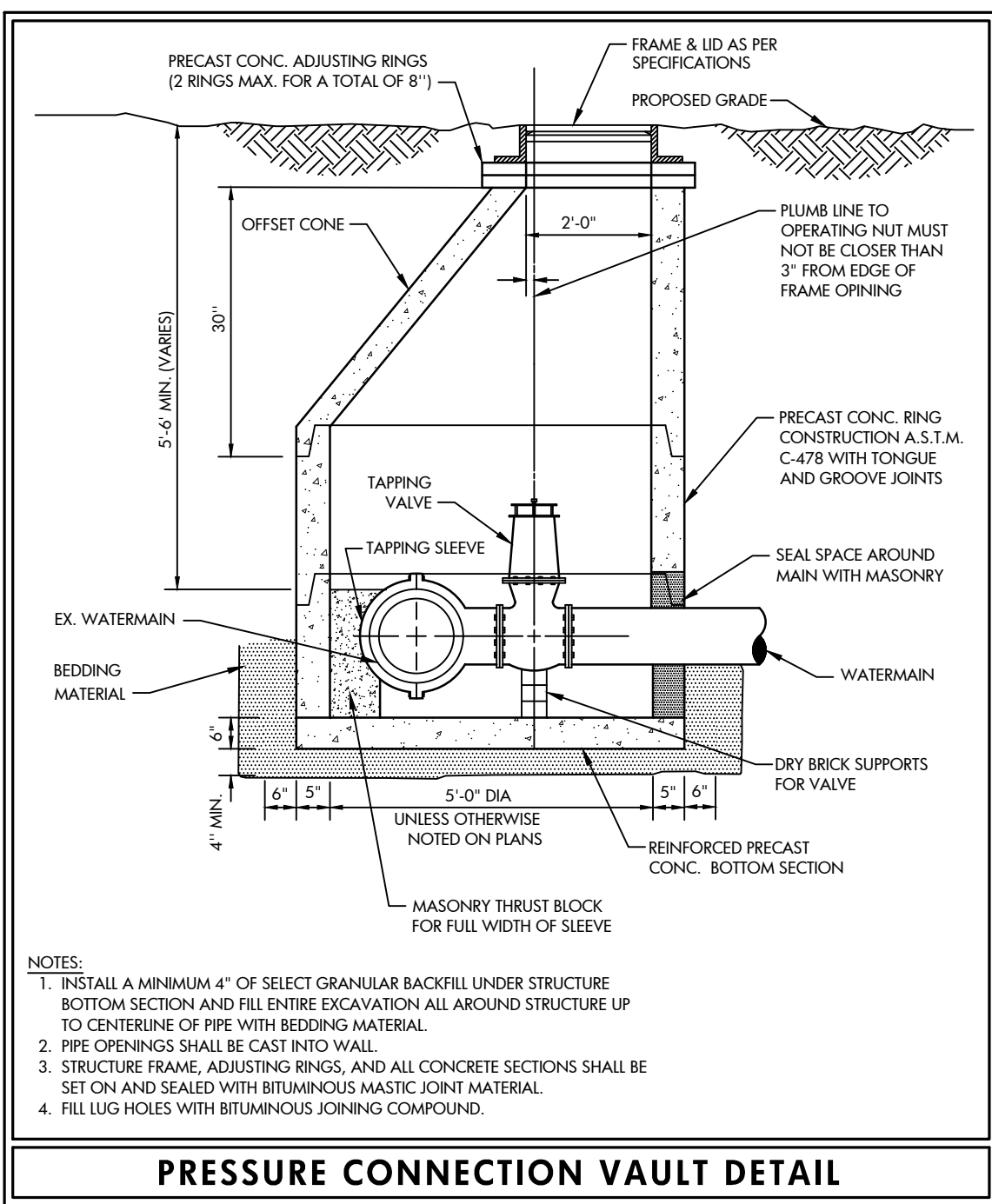
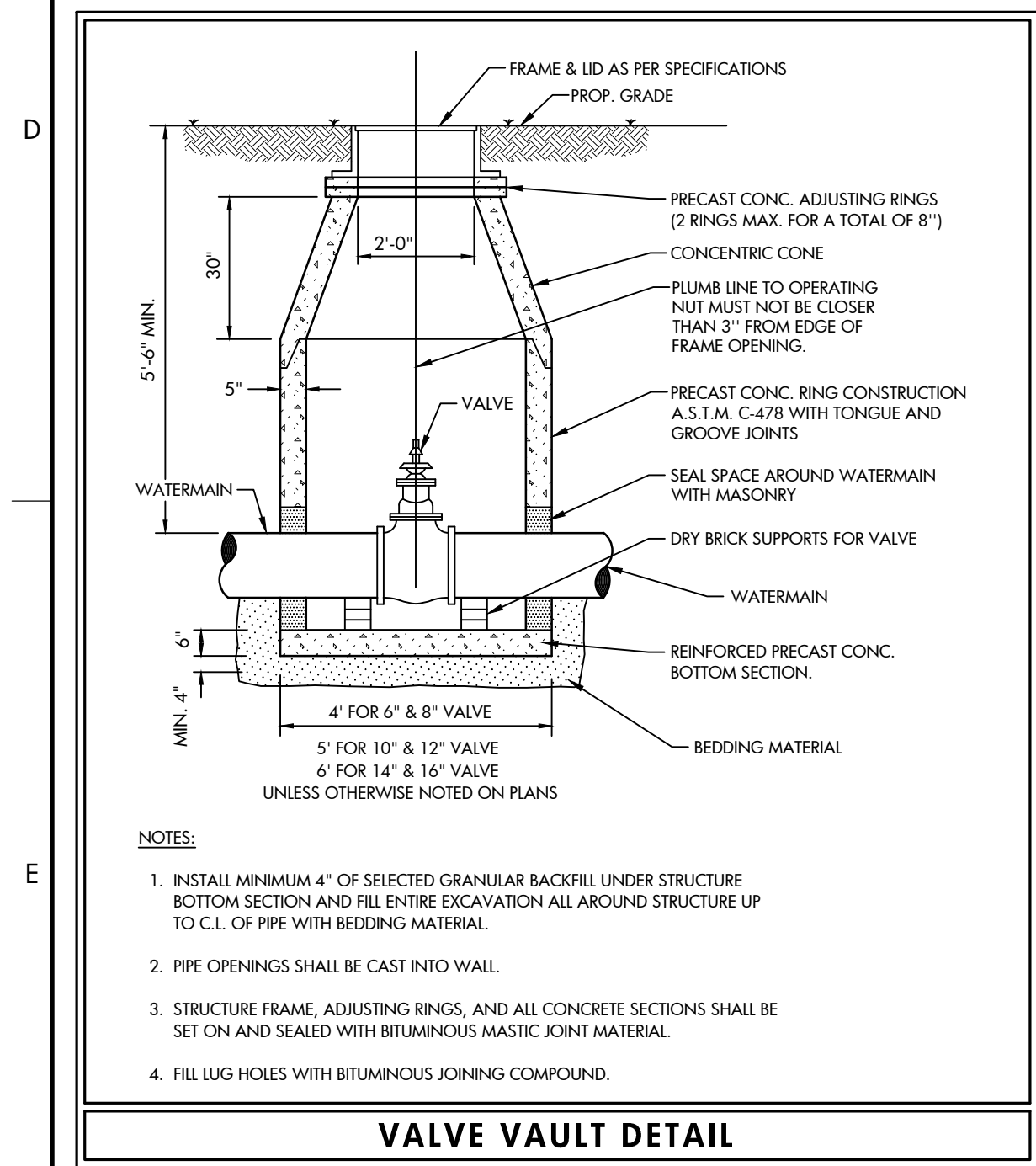
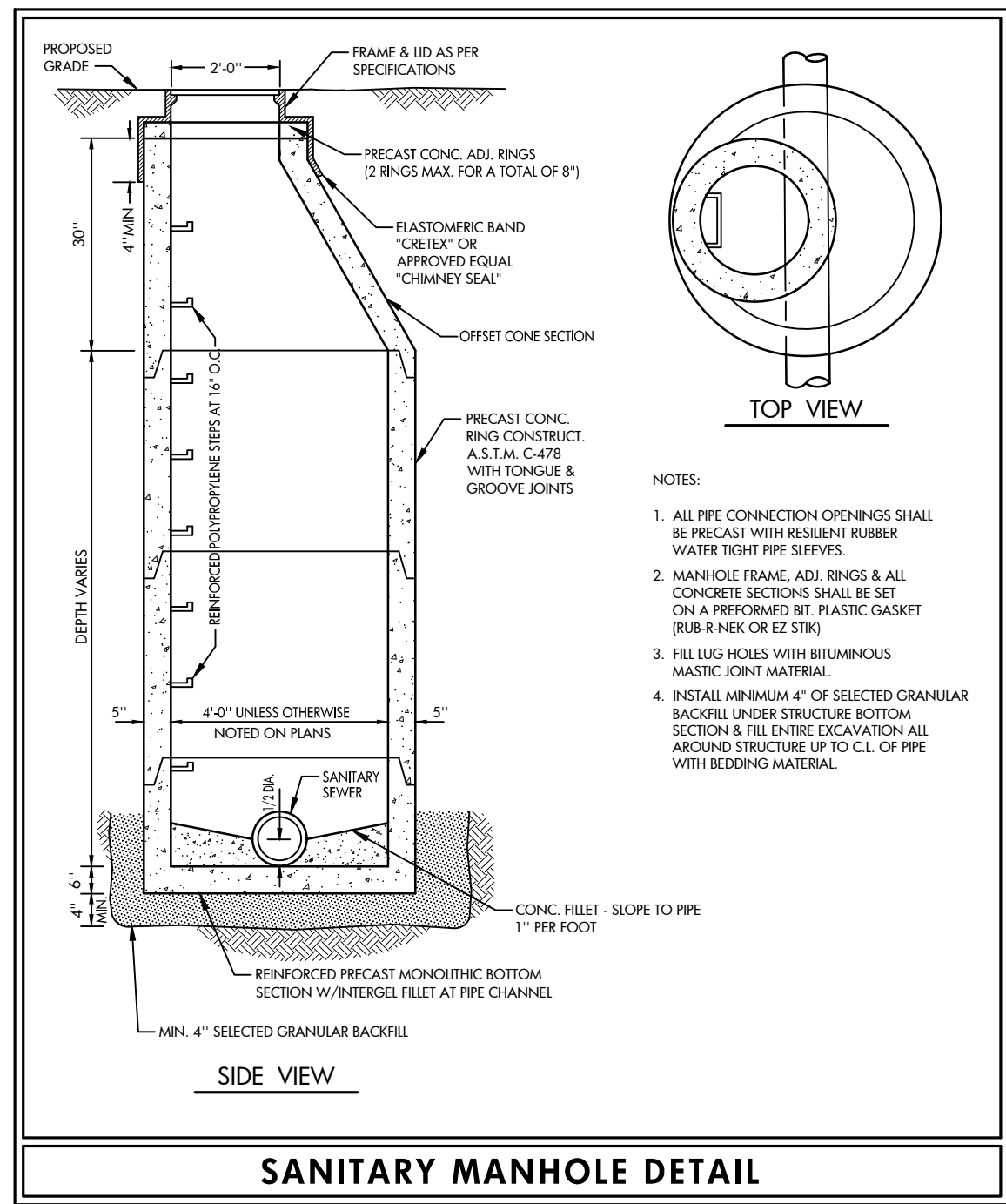
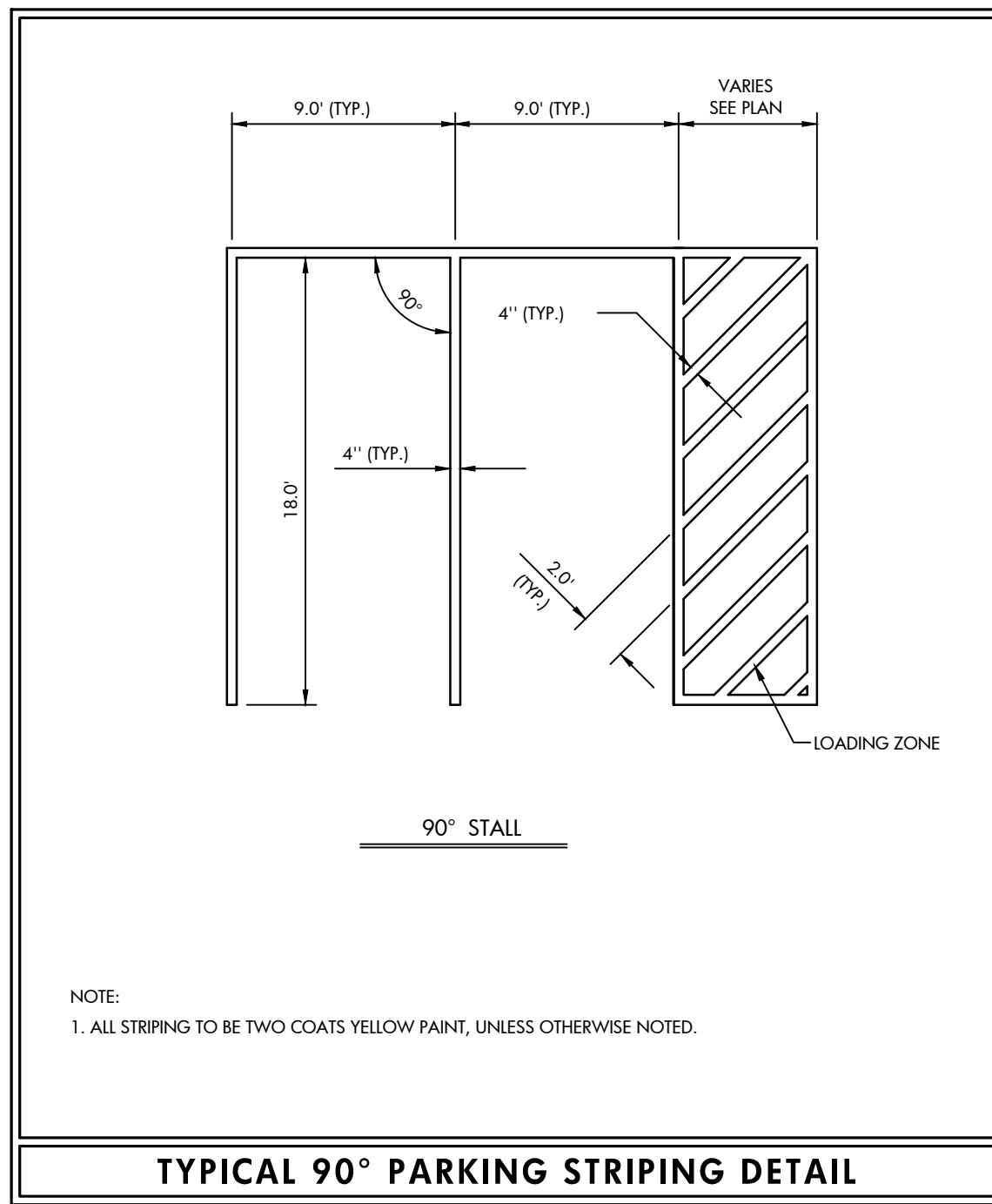
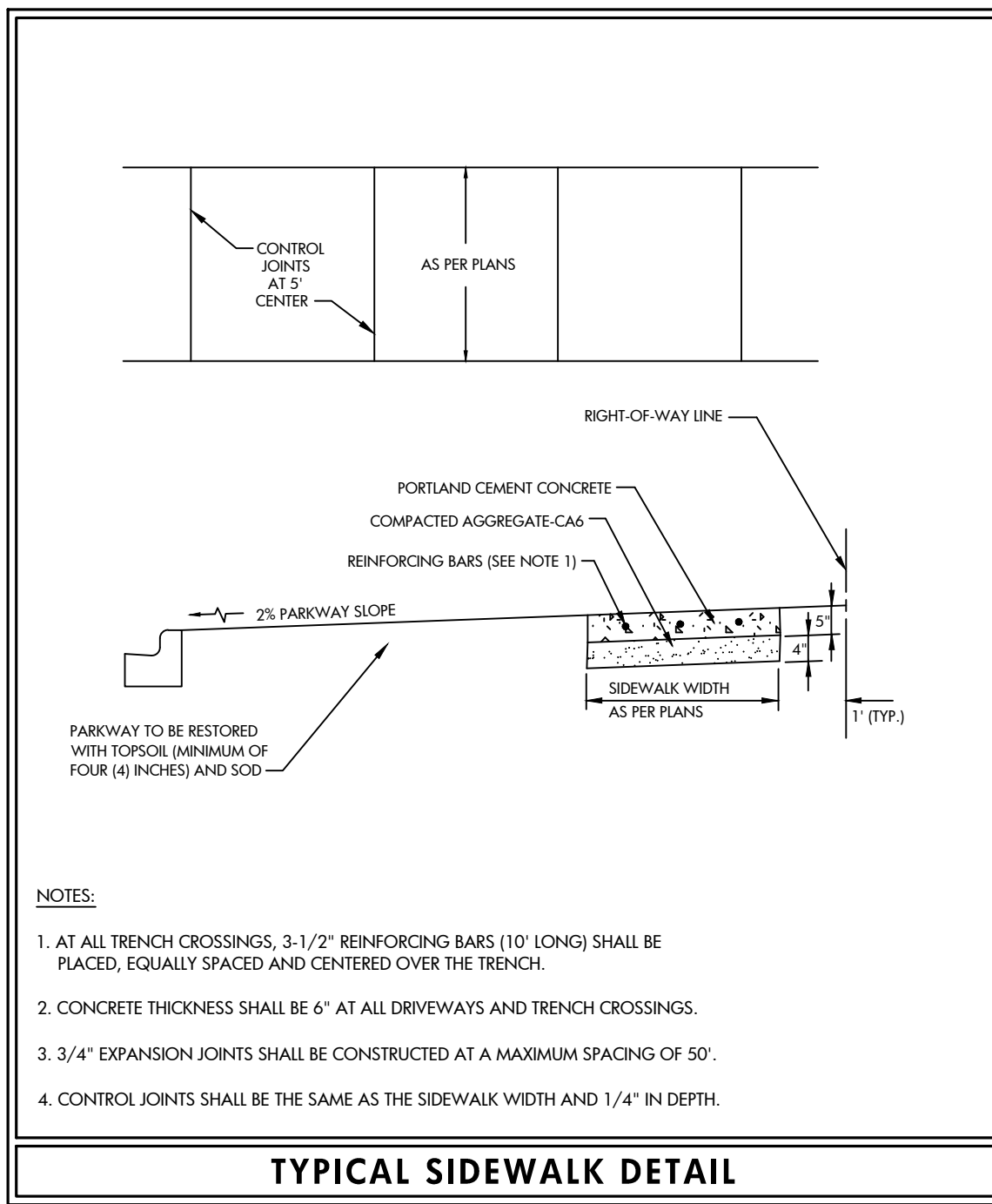
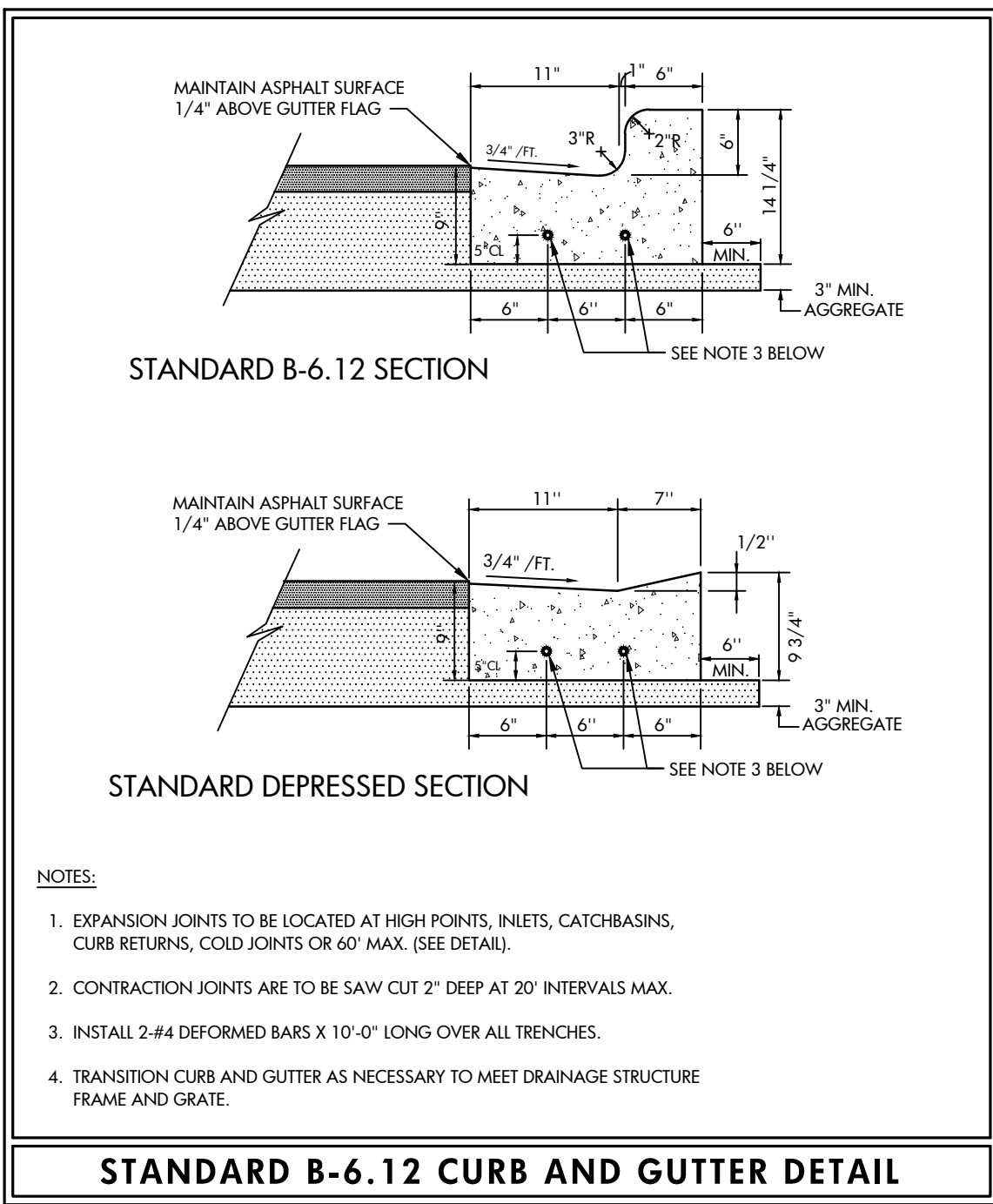
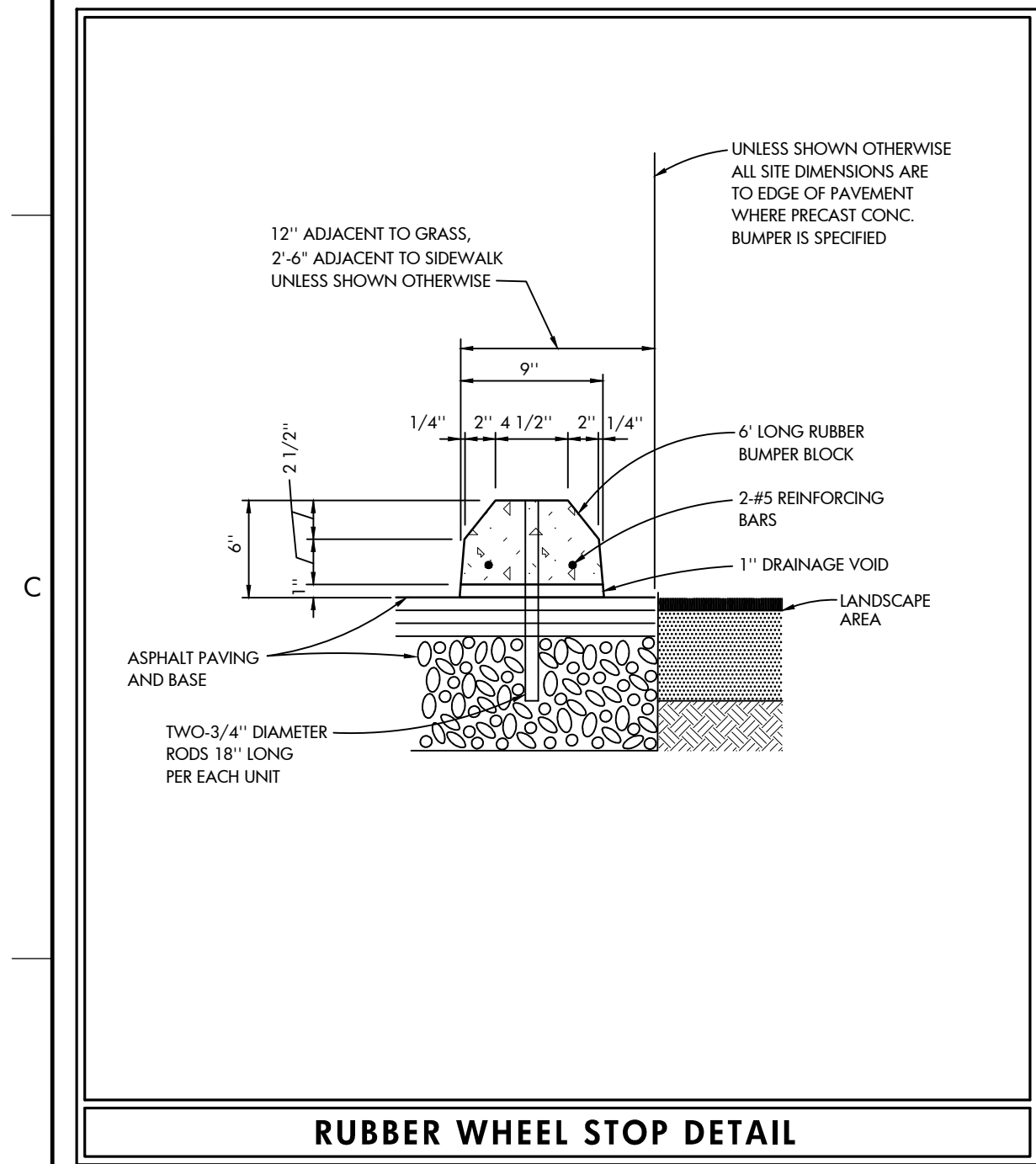
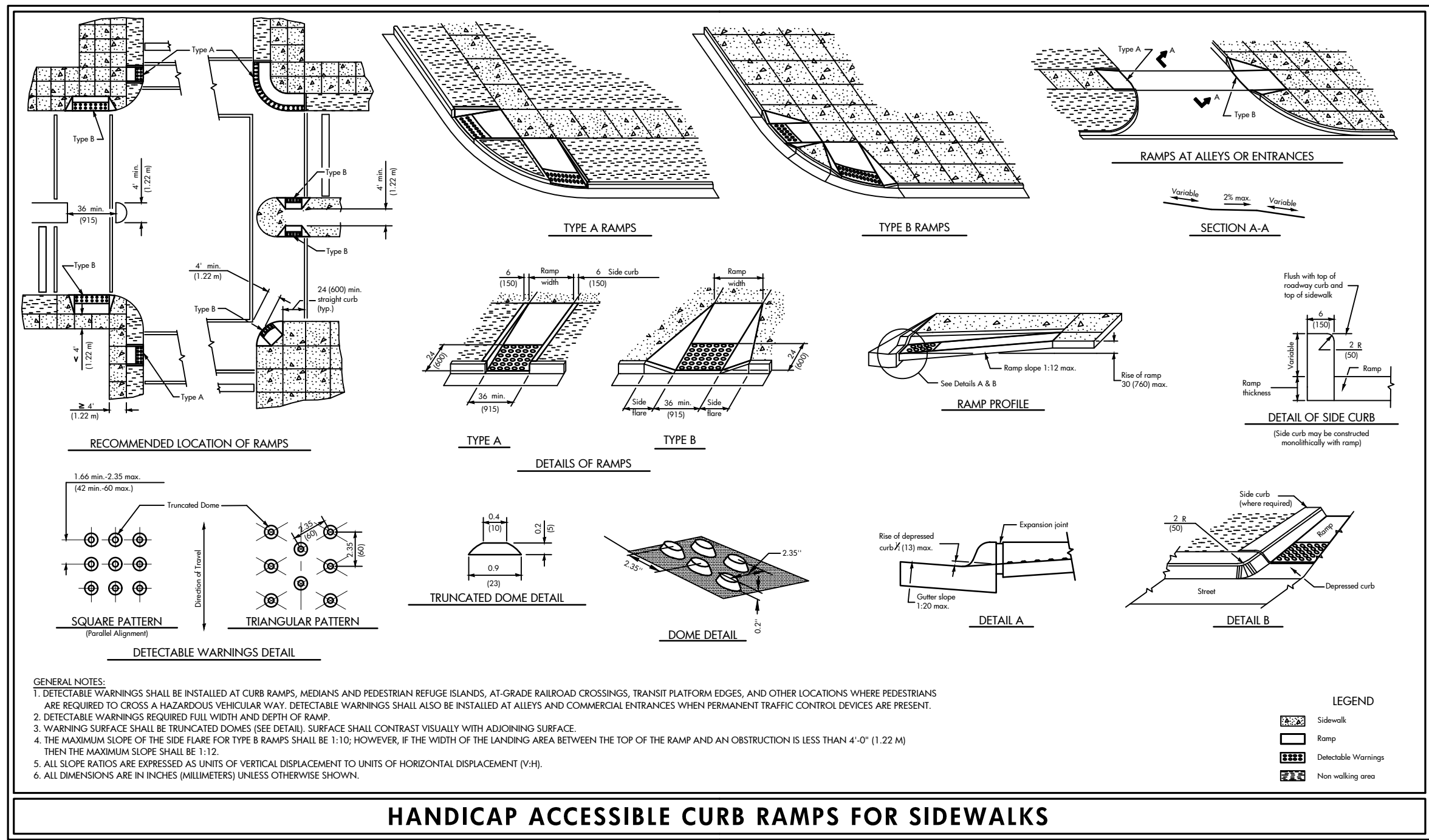
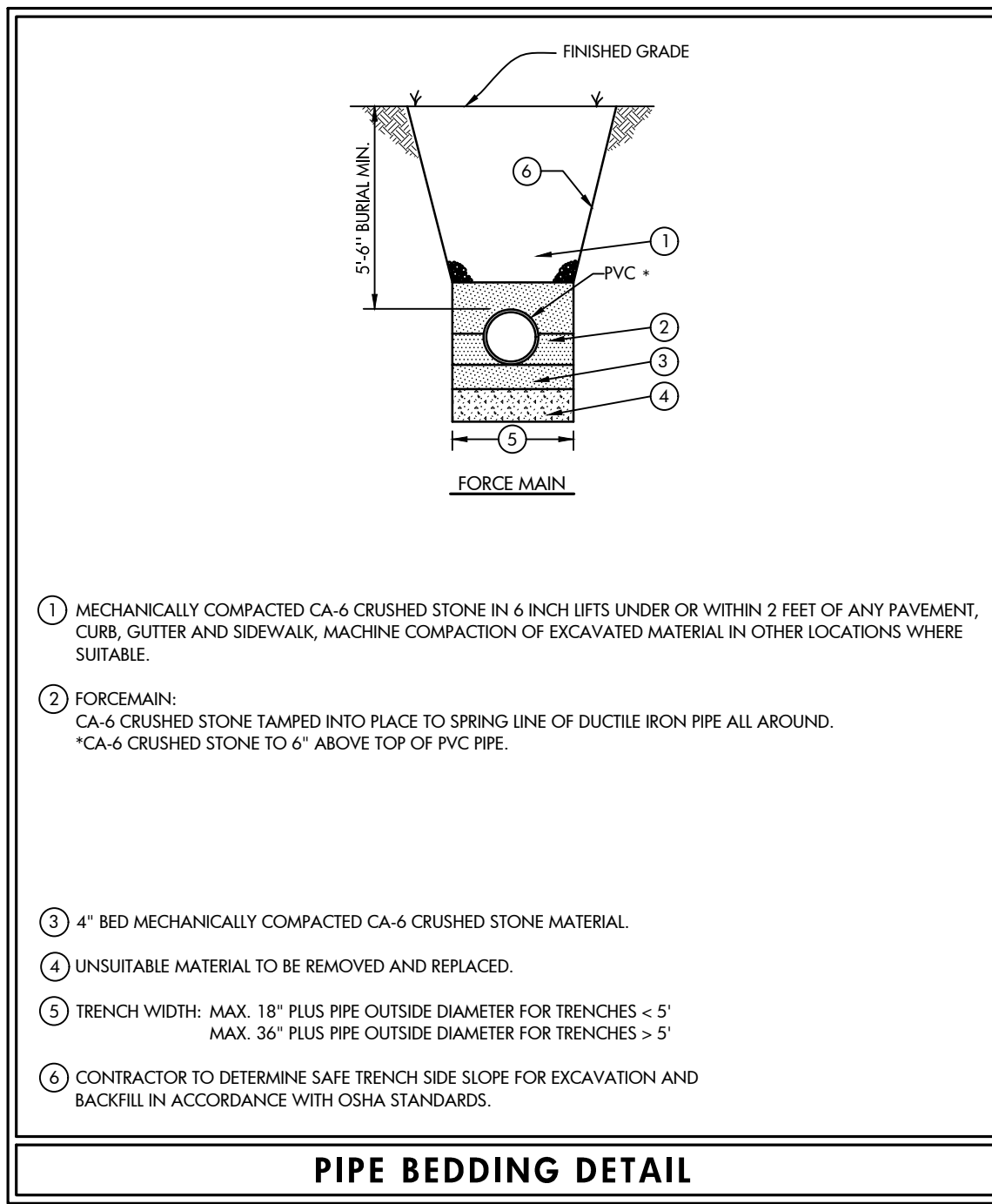
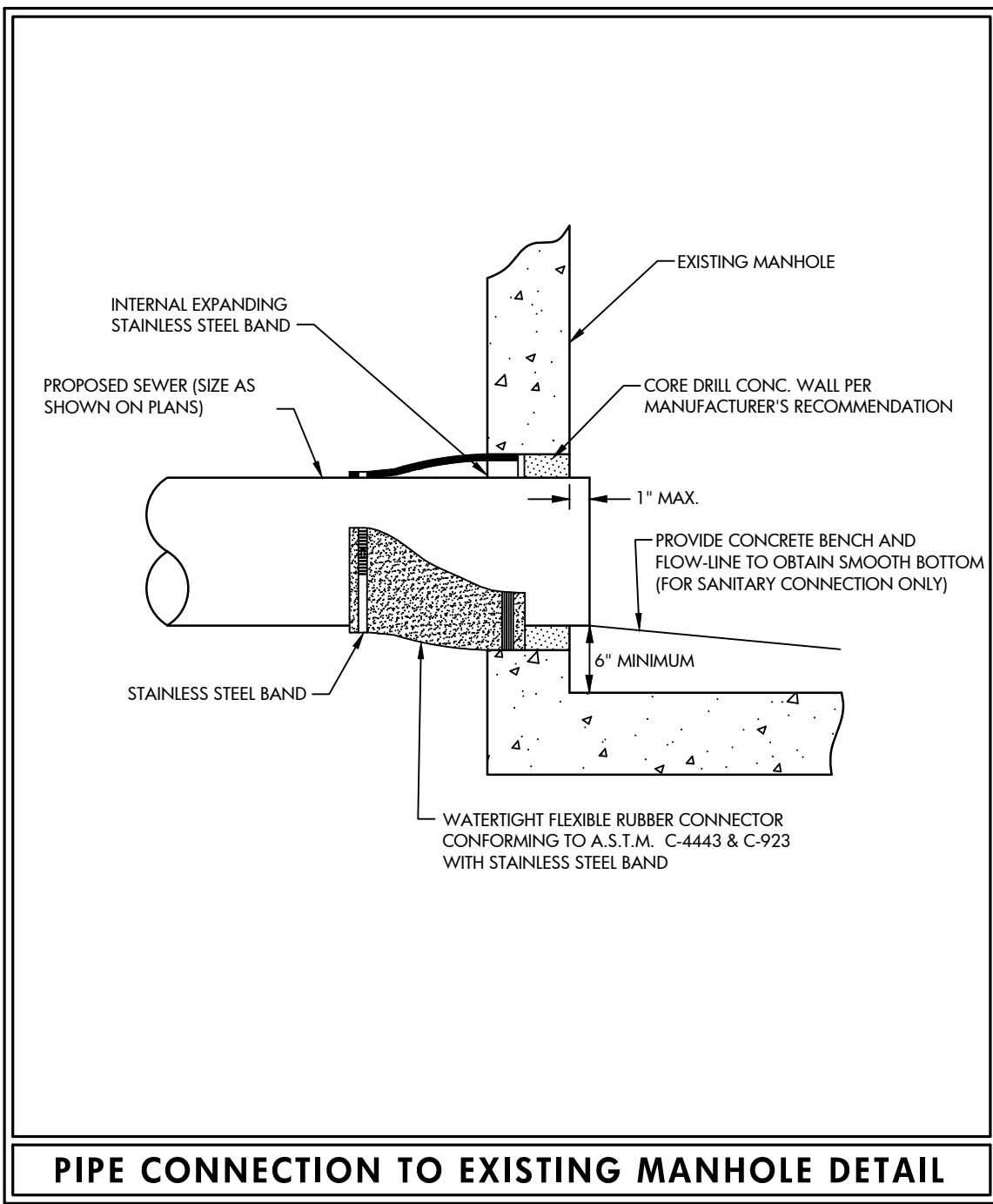
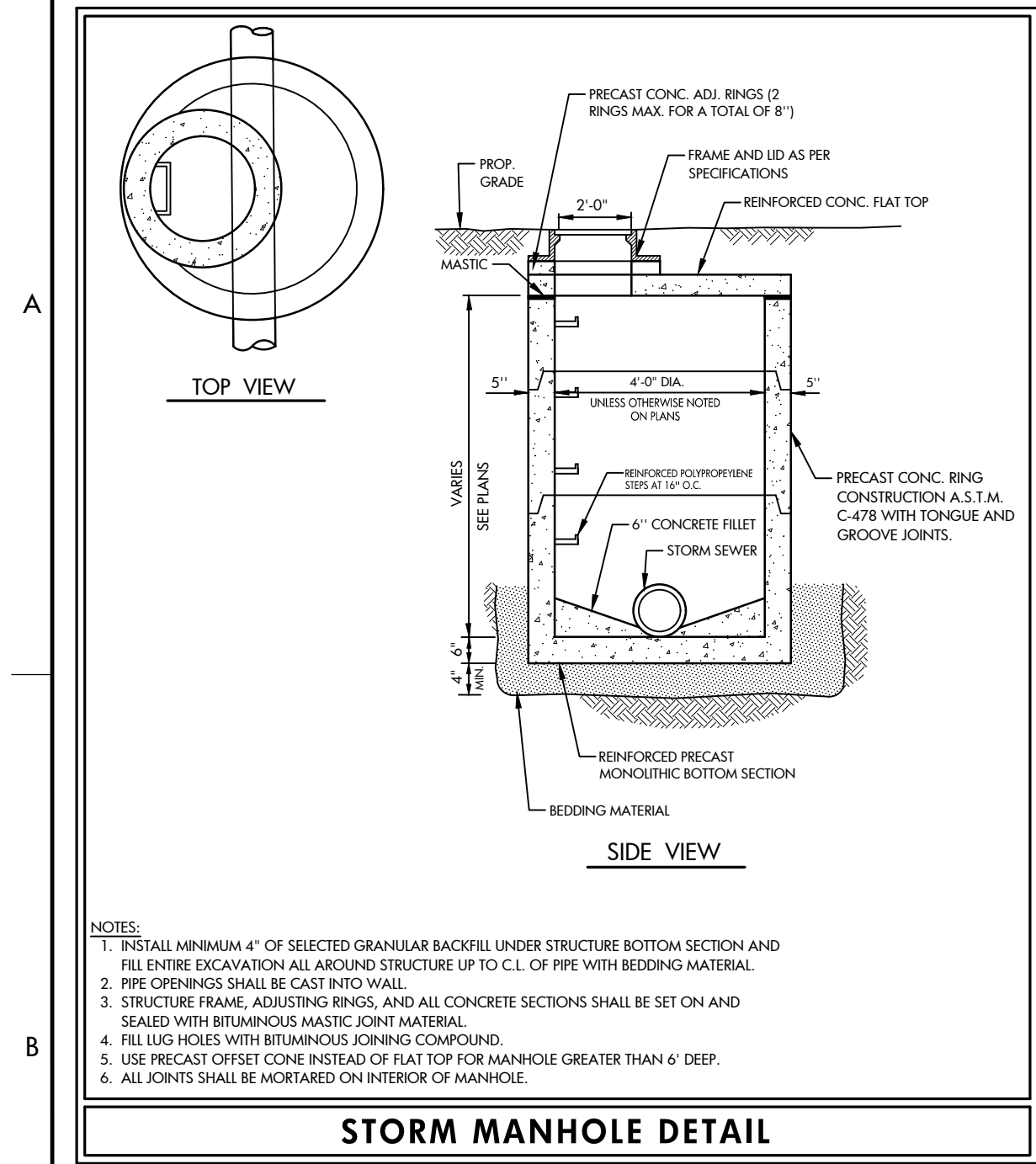
VINE STREET STATION
125 S. VINE ST., HINSDALE, IL 60521

SHEET NO. C6.0
PROJ. NUMBER: 21014

3343 N. NEVA AVENUE
CHICAGO, ILLINOIS 60634
PH: (312) 637-9570
Fax: (312) 637-9454
Email: info@civworks.com
Website: www.civworks.com
VINE STREET STATION, HINSDALE, IL 60521

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



REVISIONS

NO.	DATE	DESCRIPTION
1	03-13-23	REVISED PER VILLAGE REVIEW
2	04-03-23	ADDED NORTH SIDE ENTRY
3	05-17-23	REVISED PER VILLAGE REVIEW

CIVIL ENGINEERS - PLANNERS - DEVELOPMENT CONSULTANTS

CivWORKS Consulting, LLC

3343 N. NEVA AVENUE
CHICAGO, ILLINOIS 60634
Ph: (312) 637-9570
Fax: (312) 637-9454
Email: info@civworks.com
Website: www.civworks.com

SITE CONSTRUCTION DETAILS - 1

VINE STREET STATION

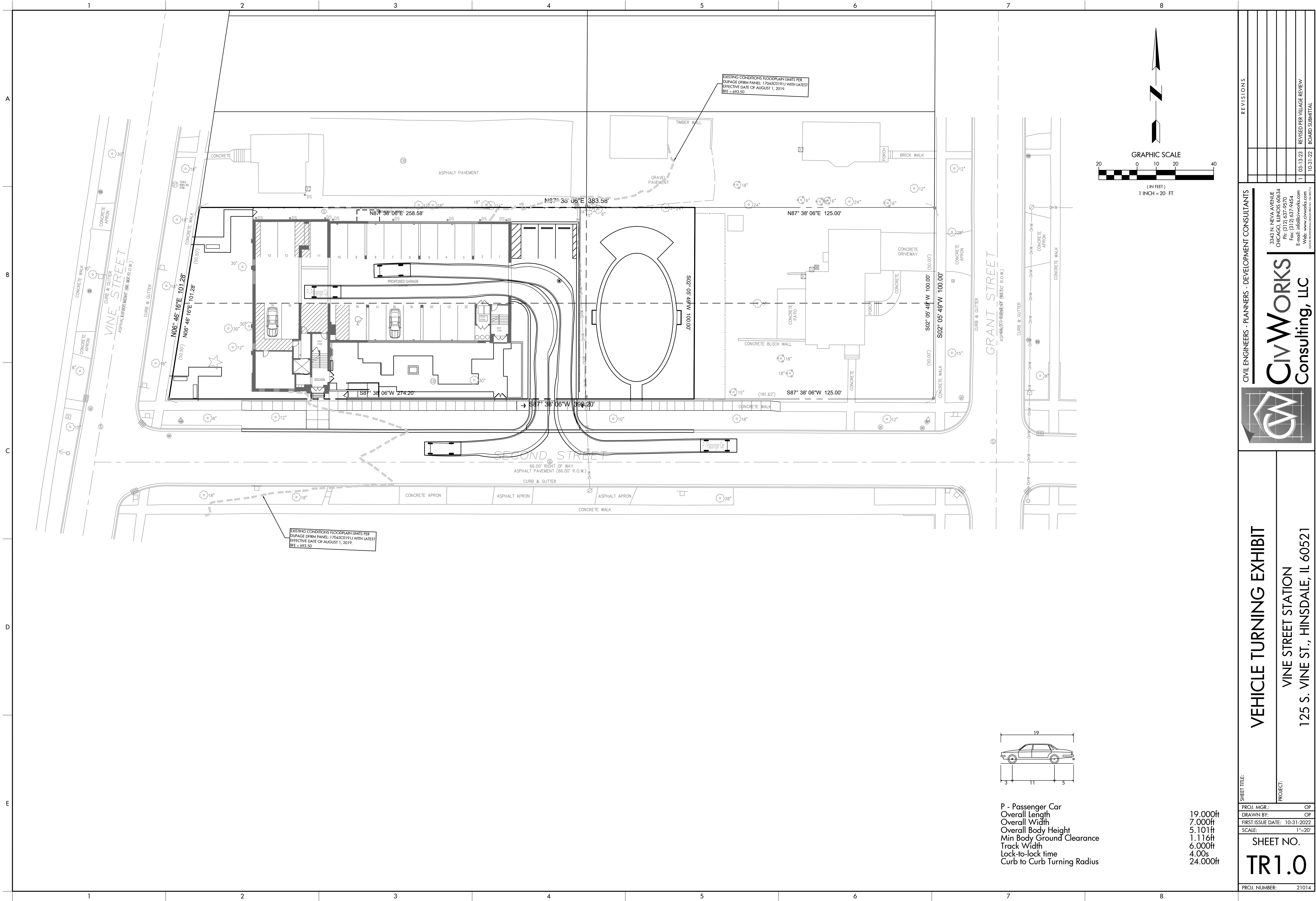
125 S. VINE ST., HINSDALE, IL 60521

SHEET NO. C6.1

PROJ. NO.: 21014

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[illegible]



CIVIL ENGINEERS - PLANNERS - DEVELOPMENT CONSULTANTS

3343 N. NEVA AVENUE
CHICAGO, ILLINOIS 60634
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E-mail: info@civworks.com
WWW.CIVWORKS.COM

REVISED PER VILLAGE REVIEW

10-31-22

BOARD SUBMITTAL

REVISIONS

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SOUTH ELEVATION



WEST ELEVATION



**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");

W I T N E S S E T H:

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) In the event an outdoor television becomes a part of the Common Elements of the Property, the use of such television shall only be used daily between the hours of 8:00 a.m. and 8:00 p.m. Central Standard Time, and the sound emitted from the television may not exceed sixty (60) decibels as measured at the Property line.

(j) 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.

(k) 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__.

My Commission Expires: _____
Notary Public _____

CONSENT OF MORTGAGEE

_____ **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.

IN WITNESS WHEREOF, _____ **BANK** has caused this Consent of Mortgagee to be signed by its duly authorized officers on its behalf, all done at _____, Illinois, on this ____ day of _____ 20____.

_____ **BANK**

By: _____

Printed Name: _____

Its: _____

ATTEST:

By: _____

Printed Name: _____

Its: _____

STATE OF ILLINOIS)
) **SS**
COUNTY OF DUPAGE)

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.

GIVEN under my hand and notarial seal this ____ day of _____, 20____.

Notary Public

My Commission Expires: _____

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____.

My Commission Expires: _____

Notary Public

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

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

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

CLERK'S CERTIFICATE

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

ORDINANCE NO. _____

AN ORDINANCE APPROVING A DETAILED PLAN FOR A PLANNED DEVELOPMENT, ASSOCIATED WAIVERS AND VARIATIONS, EXTERIOR APPEARANCE AND SITE PLAN APPROVAL, AND A SIGN PERMIT FOR THE VINE STREET STATION PLANNED DEVELOPMENT AND LIFESTYLE HOUSING AT 125 S. VINE STREET AND A PORTION OF 116 S. GRANT STREET – HOLLADAY PROPERTIES SERVICES MIDWEST, INC. AND ZION LUTHERAN CHURCH

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

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

Village Clerk

[SEAL]



MEMORANDUM

DATE: November 2, 2023

TO: President Cauley and the Village Board of Trustees

CC: Kathleen A. Gargano, Village Manager

FROM: Robert McGinnis, Community Development Director/Building Commissioner *RM*

RE: **Community Development Department Monthly Report-October 2023**

In the month of October, the department issued 122 permits including 5 new single family homes, 13 residential alterations, 11 commercial alterations, and 5 demolition permits. The department conducted 358 inspections and revenue for the month came in at just under \$185,000.

There are approximately 113 applications in house, including 14 single-family homes and 14 commercial alterations. There are 34 permits ready to issue at this time, plan review turnaround is running approximately 4-5 weeks, and lead times for inspection requests are running approximately 24 hours.

The Engineering Division has continued to work with the department in order to complete site inspections and respond to drainage complaints. In total, 48 engineering inspections were performed in the month of October by the division. This does not include any inspection of road program work and is primarily tied to building construction and drainage complaints.

We currently have 15 vacant properties on our registry list. The department continues to pursue owners of vacant and blighted properties to either demolish them and restore the lots or come into compliance with the property maintenance code.

COMMUNITY DEVELOPMENT MONTHLY REPORT October 2023

PERMITS	THIS MONTH	THIS MONTH LAST YEAR	FEEs	FY TO DATE	TOTAL LAST YEAR TO DATE
New Single Family Homes	5	7			
New Multi Family Homes	0	0			
Residential Addns./Alts.	13	23			
Commercial New	0	0			
Commercial Addns./Alts.	11	4			
Miscellaneous	42	42			
Demolitions	5	4			
Total Building Permits	76	80	\$ 144,000.00	\$1,402,284.00	\$1,181,695.00
Total Electrical Permits	23	26	\$ 10,221.00	\$ 78,669.00	\$83,637.00
Total Plumbing Permits	23	23	\$ 29,733.00	\$ 148,066.00	\$154,387.00
TOTALS	122	129	\$ 183,954.00	\$1,629,019.00	\$ 1,419,719.00

Citations			\$250		
Vacant Properties	15				

INSPECTIONS	THIS MONTH	THIS MONTH LAST YEAR			
Bldg, Elec, HVAC	201	255			
Plumbing	56	52			
Property Maint./Site Mgmt.	53	91			
Engineering	48	56			
TOTALS	358	454			

REMARKS:

VILLAGE OF HINSDALE - October 10, 2023

Name	Ticket NO.	Location	Violation	Ord Fine	Result
Jonaite, Agne	12566N	438 S. Quincy	Work without a permit	250	continued for compliance
Total:				0	