

**AGENDA**  
**Village Of Hinsdale**  
**Plan Commission**  
**Wednesday, November 9, 2016**  
**Memorial Hall, Memorial Building**  
**7:30 PM**  
*(Tentative & Subject to Change)*

**1. Minutes** - Minutes of October 12, 2016

**2. Sign Permit Review**

- a. Case A-31-2016 – 26 E. First Street (Garfield Crossing Building) – FedEx Office – 2 Wall Signs, 1 Window Sign and Re-facing 3 Awnings.
- b. Case A-34-2016 – 42 S. Washington Street (Historic District) – 1 Wall Sign and 1 Blade Sign

**3. Scheduling of Public Hearing** – No discussion will take place except to determine a time and date of hearing.

- a. Case A-33-2016 – 534 Chestnut St. – Christine Stec – Special Use Permit Application to allow tutoring educational services in the O-2 Limited Office District. This item is for scheduling for a public hearing.

**4. Public Hearing** – All those wishing to provide public testimony must be sworn in and after the applicant makes their presentation will be recognized by the Chair to speak.

- a. Case A-26-2016 – 21 W. Second St. – TinkRworks, LLC –Special Use Permit Application to allow tutoring educational services in the O-2 Limited Office District. This item is for scheduling for a public hearing.
- b. Case A-18-2016 – 55<sup>th</sup> St./County Line Rd. – Hinsdale Meadows Venture, LLC Text Amendment to Section 3-106: Special Uses, to allow a Planned Development in any single-family residential district, subject to the issuance of a special use permit, and subject to a minimum lot area of 20 acres.

**\*Continuation from October 12, 2016, Plan Commission meeting\***

**5. Adjournment**

The Village of Hinsdale is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to contact Darrell Langlois, ADA Coordinator at 630.789-7014 or **by TDD at 789-7022** promptly to allow the Village of Hinsdale to make reasonable accommodations for those persons.

Web Site: [www.villageofhinsdale.org](http://www.villageofhinsdale.org)




## MEMORANDUM

**DATE:** November 9, 2016

**TO:** Chairman Cashman and Plan Commissioners

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

**FROM:** Chan Yu, Village Planner 

**RE:** 26 E. First Street – FedEx Office  
2 Wall Signs, 1 Window Sign and Awning Reface with New Color

---

### Summary

The Village of Hinsdale has received an application from FedEx Office requesting approval to install two new wall signs, a window sign and reface three awnings with a new color at the Garfield Crossing building at 26 E. First Street. Garfield Crossing is a multi-tenant building with six tenant spaces. FedEx Office is locating at the corner space abutting First Street and Garfield Avenue.

### Request and Analysis

Garfield Crossing is in the B-2 Central Business District and permitted 25 square feet (SF) of signage for each business that has a separate ground level entrance. Since Garfield Crossing has six tenant spaces, the building potentially has a maximum gross surface area of 150 SF for allocation to six tenants. Per Section 9-106(E)(11), when more than one user occupies a zoning lot, the owner of the lot shall be responsible for allocating permitted signage among its tenants.

The building owner has approved FedEx Office to apply for 31.93 SF of signage. One internally illuminated wall sign will face Garfield Street, is (18" tall and 9'-10.5") 14.81 SF and features two colors. The second wall sign is identical to the aforementioned, and will face First Street. The tenant building frontage facing Garfield Street is approximately 65 feet and the building frontage facing First Street is approximately 50 feet. The bi-colored window sign will be on the front door located on the corner of Garfield and First Street and is (18" tall and 9'-10.5") 2.31 SF. Currently, the only signage at Garfield Crossing is the 21.1 SF wall sign for Ashley's Custom Stationary (30 E. First Street).

The applicant is requesting a permitted modification by the Plan Commission to allow for one additional sign over the maximum number of two signs per user. The tenant space is on the corner of Garfield Crossing where the entrance is located. The third sign is a 2.31 SF window sign for the front entrance door. The standards for sign modifications are on the following page\*.

FedEx Office is also requesting to reface three existing striped dark brown awnings with a color called "Sunbrella Concord Purple". One of the three awnings is located on the corner of First Street and



## MEMORANDUM

Garfield Avenue where the entrance is. The other two awnings face First Street. There are no logos or text on the proposed three awnings, thus, it is not counted towards the number of signage or gross surface area of signage. Currently, Garfield Crossing has three different color awnings: maroon, dark blue (at Ashley's Custom Stationary) and aforementioned striped dark brown (Attachment 2).

26 E. First Street is located in the B-2 Central Business District and borders the B-2 District to the north and west, IB Institutional Buildings District to the south and O-1 Specialty Office District to the east.

### Process

Per Section 11-607(D) and the nature of the request, this application would require a meeting before the Plan Commission and does not require public notification. The Plan Commission maintains final authority on signage with no further action required by the Board of Trustees.

**\*Standards For Modifications:** No modification shall be granted pursuant to this subsection F unless the applicant properly applies for the specific relief required and the applicant establishes compliance with all of the following standards:

(a) *General Standard:* Carrying out the strict letter of the provisions of section [9-106](#) of this code would create a particular hardship or a practical difficulty not caused by an act or omission of the applicant.

(b) *Unusual Physical Limitations:* The subject property or the structure on which the sign is proposed to be located is burdened with an unusual physical limitation, such as an irregular shape, unusual geographic location, exceptional topographical feature, or other extraordinary physical condition, that is peculiar to the subject property and that is more than merely an inconvenience or cost consideration to the applicant.

(c) *Adverse Impacts:* The modification, if granted, would have no adverse impact on any abutting or adjacent property and no adverse impact on the essential character of any part of or all of the neighborhood of the subject property.

(d) *Public Health And Safety:* The modification, if granted, would have no adverse impact on, and would not endanger, the public health or safety.

(e) *Compliance With Permit Standards:* The application satisfies the standards of subsection E of this section.

### Attachments:

- Attachment 1 – Sign Application for 26 E. First Street (packet)
- Attachment 2 - Garfield Crossing Photos (taken on November 25, 2016)
- Attachment 3 - Garfield Crossing Tenant Sheet
- Attachment 4 - Zoning Map and Project Location
- Attachment 5 - Birds Eye View of 26 E. First Street



VILLAGE OF HINSDALE  
COMMUNITY DEVELOPMENT DEPARTMENT  
APPLICATION FOR SIGN PERMIT

**Applicant**

Name: Fed Ex Office  
Address: 26 E. First Street  
City/Zip: \_\_\_\_\_  
Phone/Fax: ( ) \_\_\_\_\_ / \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Contact Name: Randy Appel

**Contractor**

Name: Architectural Graphics Inc.  
Address: 2655 International Parkway  
City/Zip: Virginia Beach VA 23452  
Phone/Fax: (757) 427-1900 / \_\_\_\_\_  
E-Mail: rappel@agisign.com  
Contact Name: Randy Appel

ADDRESS OF SIGN LOCATION: Side elevation along Garfield (Sign 105)

ZONING DISTRICT: B-2 Central Business District

SIGN TYPE: Wall Sign

ILLUMINATION Internally Illuminated

**Sign Information:**

Overall Size (Square Feet): 14.81 ( 18" x 118.5" )

Overall Height from Grade: 15 Ft.

Proposed Colors (Maximum of Three Colors):

① White

② FedEx Blue

③ \_\_\_\_\_

**Site Information:**

Lot/Street Frontage: \_\_\_\_\_

Building/Tenant Frontage: 105 ft.

Existing Sign Information:

Business Name: No current signs

Size of Sign: \_\_\_\_\_ Square Feet

Business Name: \_\_\_\_\_

Size of Sign: \_\_\_\_\_ Square Feet

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

Signature of Applicant

Date

Signature of Building Owner

Date

FOR OFFICE USE ONLY -- DO NOT WRITE BELOW THIS LINE

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

Plan Commission Approval Date: \_\_\_\_\_ Administrative Approval Date: \_\_\_\_\_



VILLAGE OF HINSDALE  
COMMUNITY DEVELOPMENT DEPARTMENT  
APPLICATION FOR SIGN PERMIT

**Applicant**

Name: Fed Ex Office  
Address: 26 E. First Street  
City/Zip: \_\_\_\_\_  
Phone/Fax: ( ) \_\_\_\_\_ / \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Contact Name: Randy Appel

**Contractor**

Name: Architectural Graphics Inc.  
Address: 2655 International Parkway  
City/Zip: Virginia Beach VA 23452  
Phone/Fax: (757) 427-1900 / \_\_\_\_\_  
E-Mail: rappel@agisign.com  
Contact Name: Randy Appel

**ADDRESS OF SIGN LOCATION:** Entry corner E First & Garfield (door vinyl Sign N02)

**ZONING DISTRICT:** B-2 Central Business District

**SIGN TYPE:** Window Sign

**ILLUMINATION** None

**Sign Information:**

Overall Size (Square Feet): 2.31 ( 18" x 18.5 )

Overall Height from Grade: \_\_\_\_\_ Ft.

Proposed Colors (Maximum of Three Colors):

- ① White
- ② FedEx Blue
- ③ \_\_\_\_\_

**Site Information:**

Lot/Street Frontage: \_\_\_\_\_

Building/Tenant Frontage: 105 ft.

Existing Sign Information:

Business Name: No current signs

Size of Sign: \_\_\_\_\_ Square Feet

Business Name: \_\_\_\_\_

Size of Sign: \_\_\_\_\_ Square Feet

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

Signature of Applicant

Date

9/7/16

Signature of Building Owner

Date

9/7/16

FOR OFFICE USE ONLY -- DO NOT WRITE BELOW THIS LINE

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

Plan Commission Approval Date: \_\_\_\_\_ Administrative Approval Date: \_\_\_\_\_



VILLAGE OF HINSDALE  
COMMUNITY DEVELOPMENT DEPARTMENT  
APPLICATION FOR SIGN PERMIT

**Applicant**

Name: Fed Ex Office  
Address: 26 E. First Street  
City/Zip: \_\_\_\_\_  
Phone/Fax: ( ) \_\_\_\_\_ / \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Contact Name: Randy Appel

**Contractor**

Name: Architectural Graphics Inc.  
Address: 2655 International Parkway  
City/Zip: Virginia Beach VA 23452  
Phone/Fax: (757) 427-1900 / \_\_\_\_\_  
E-Mail: rappel@agisign.com  
Contact Name: Randy Appel

ADDRESS OF SIGN LOCATION: Front elevation along E. First Street (Sign N01)

ZONING DISTRICT: B-2 Central Business District

SIGN TYPE: Wall Sign

ILLUMINATION Internally Illuminated

**Sign Information:**

Overall Size (Square Feet): 14.81 ( 18" x 118.5" )

Overall Height from Grade: 15 Ft.

Proposed Colors (Maximum of Three Colors):

- ① White
- ② FedEx Blue
- ③ \_\_\_\_\_

**Site Information:**

Lot/Street Frontage: \_\_\_\_\_

Building/Tenant Frontage: 105 ft.

Existing Sign Information:

Business Name: No current signs

Size of Sign: \_\_\_\_\_ Square Feet

Business Name: \_\_\_\_\_

Size of Sign: \_\_\_\_\_ Square Feet

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

Randy Appel  
Signature of Applicant

9/7/16  
Date

Tell L. Mullen  
Signature of Building Owner

9/7/16  
Date

FOR OFFICE USE ONLY -- DO NOT WRITE BELOW THIS LINE

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

Plan Commission Approval Date: \_\_\_\_\_ Administrative Approval Date: \_\_\_\_\_

# FedEx Office

## BRANDING BOOK

Project Name: 5728 Hinsdale, IL  
Center Number: 5728  
Project Number: 1001383  
Street: 26 E. First St.  
City, State, Zip: Hinsdale, IL 60521

Date: 05/16/2016

## INDEX

- I Site Location Map
- II Overview Photographs
- III Code Research
- IV Inventory/Site Plan
- V Inventory/Recommendation Detail
- VI Approval Forms

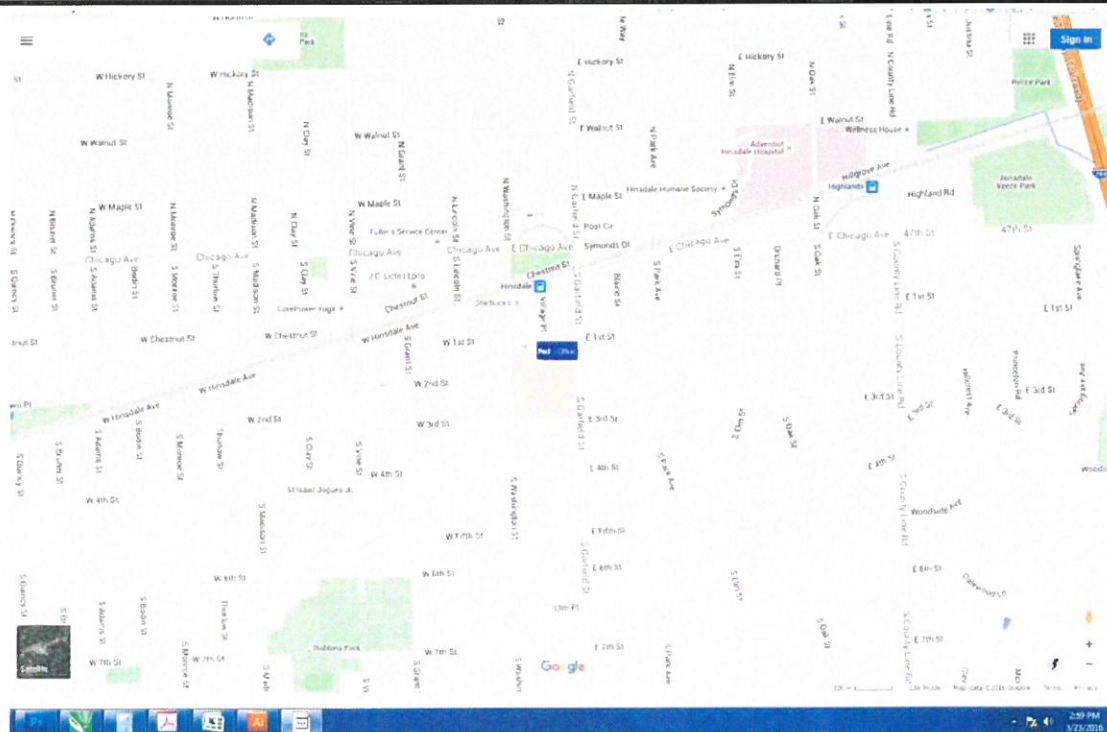


**Architectural Graphics, Inc.**

2655 International Pkwy., Virginia Beach, VA 23452  
PHONE: (757) 427-1900 - Fax (757) 430-1297  
[www.AGISign.com](http://www.AGISign.com)

### REVISION HISTORY

REV. #	Date
1	03/29/16
2	03/30/16
3	04/04/16
4	05/04/16
5	05/16/16
6	
7	
8	

[illegible]

# FedEx Office

## BRANDING BOOK

Project Name: 5728 Hinsdale, IL

Center Number: 5728

Project Number: 1001383

### OVERVIEW PHOTOGRAPHS

Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Photo 7



Photo 8



Photo 9



# FedEx Office

## BRANDING BOOK

Project Name: 5728 Hinsdale, IL  
Center Number: 5728  
Project Number: 1001383

### SURVEY PHOTOGRAPHS

Photo 10



Photo 11



Photo 12

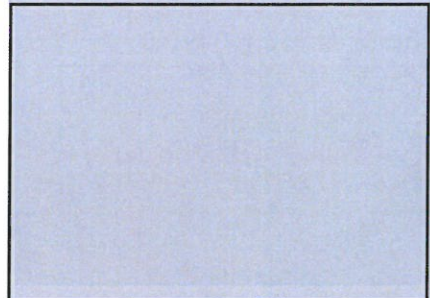


Photo 13

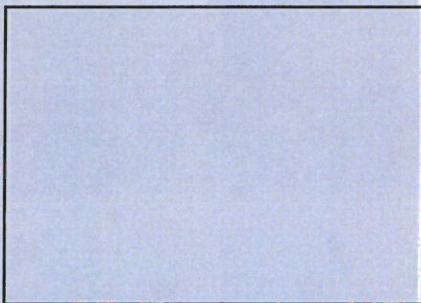


Photo 14

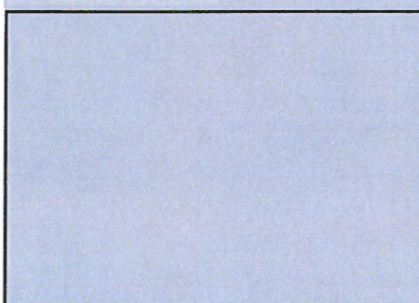


Photo 15

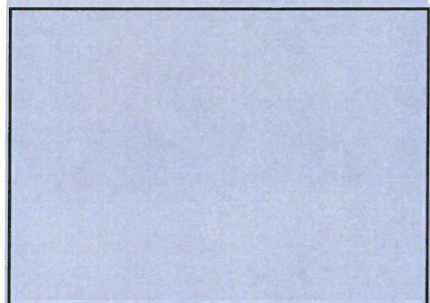


Photo 16

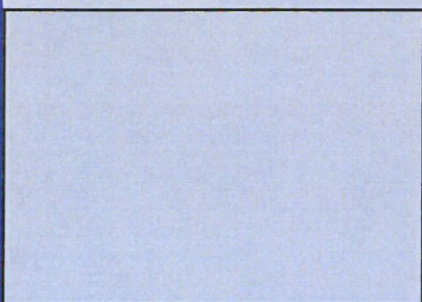


Photo 17

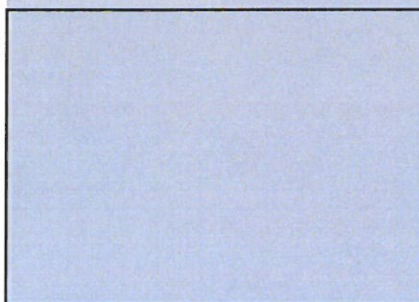
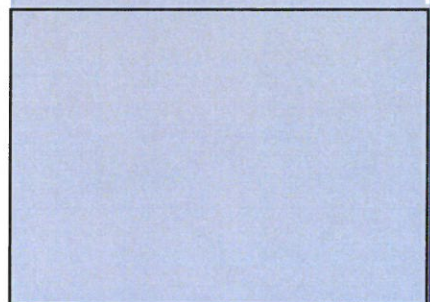



Photo 18



# FedEx Office

## BRANDING BOOK

Project Name: 5728 Hinsdale, IL   
Center Number: 5728  
Project Number: 1001383

### CODE RESEARCH

Zoning: B-2 Central Business District Contact Name: Chan Yu Phone: 630-789-7035  
Jurisdiction: \_\_\_\_\_ Title: Village Planner Fax: 630-789-7016

#### PYLON/GROUND SIGN INFORMATION

Ground sign amount: N/A Ground sign height: -  
Ground sign area: -

#### WALL SIGN INFORMATION

Wall sign amount: \_\_\_\_\_ The maximum number of signs permitted is (2) awning valance, wall or permanent window signs total. Note, awnings with no text/signage on it does not count towards the max number.  
Wall sign area: The maximum gross surface area of the awning, wall and window signs is 25 SF total.

#### DIRECTIONAL SIGN INFORMATION

Do they count in signage calculations? N/A If not, are there any restrictions? -  
What are the restrictions? -

#### WINDOW SIGN INFORMATION

Vinyl <u>No</u>	Signage <u>No</u>
Do they count in signage calculations? <u>Yes</u>	Do they count in signage calculations? <u>No</u>
If not, are there any restrictions? <u>Yes</u>	If not, are there any restrictions? <u>No</u>
What are the restrictions? <u>Sign colors are limited to 3 colors maximum.</u>	What are the restrictions? _____

#### TEMPORARY SIGN INFORMATION

Are temporary sign allowed? No If so, How long? -

#### SETBACK REQUIREMENTS

What are the setback requirements? N/A

#### LANDLORD OR DEVELOPMENT

Process required? N/A How long? \_\_\_\_\_  
Landlord restrictions \_\_\_\_\_

#### PERMITS

Standard? Yes How long? 3-5 weeks

#### VARIANCE PROCEDURES

When do they meet? The PC meets once a month on the 3rd Wednesday How long to get one? \_\_\_\_\_  
Cost? \_\_\_\_\_ % Approved last year: \_\_\_\_\_  
What are the variance procedures?

COMMENTS \_\_\_\_\_

[illegible]

## Attachment 1

# FedExOffice

## BRANDING BOOK

Project Name: 5728 Hinsdale, IL  
 Center Number: 5728  
 Project Number: 1001383

### INVENTORY/RECOMMENDATION DETAIL

#### SIGN: N01 NI EXISTING SIGNAGE



Existing Sign  
 Description: No existing sign  
 Action: NI  
 Height: \_\_\_\_\_  
 Width: \_\_\_\_\_  
 Depth: \_\_\_\_\_  
 Letter Height: \_\_\_\_\_  
 Sq Ft: \_\_\_\_\_  
 Wall Material: \_\_\_\_\_  
 Illuminated: \_\_\_\_\_  
 Flush or Raceway  
 Mounted: \_\_\_\_\_  
 Double Faced: \_\_\_\_\_

#### PROPOSED SIGNAGE



Sign Type: 18" Illuminated Letters  
 Description:  
 18" FedEx Illuminated Channel Letteset  
 Height: 18"  
 Width: 9'-10 1/2"  
 Depth: 5"  
 Sq Ft: 14.81  
 Illuminated: Yes  
 Flush or Raceway  
 Mounted: Raceway Mount  
 Maximum  
 Sq. Ft Allowed \_\_\_\_\_

#### COMMENTS

Install 18" raceway mounted illuminated channel letters. Paint raceway to match existing brick.

# FedEx Office

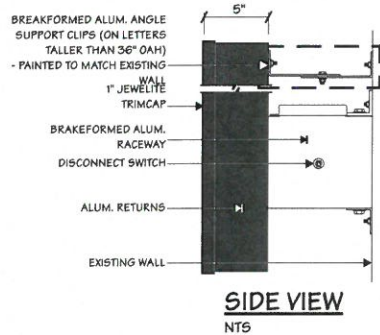
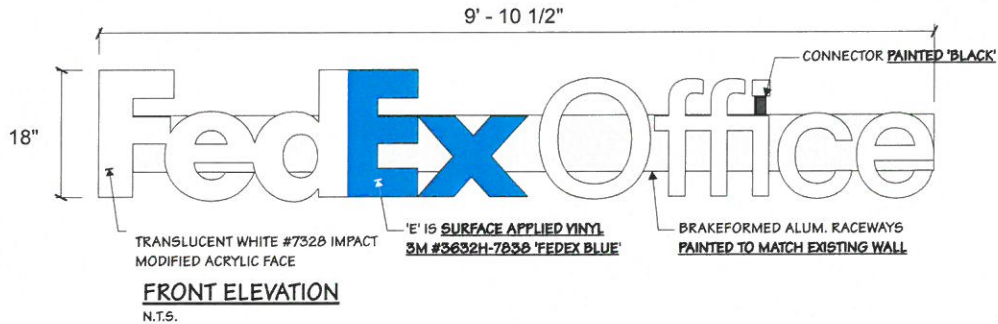
## BRANDING BOOK

Project Name: 5728 Hinsdale, IL

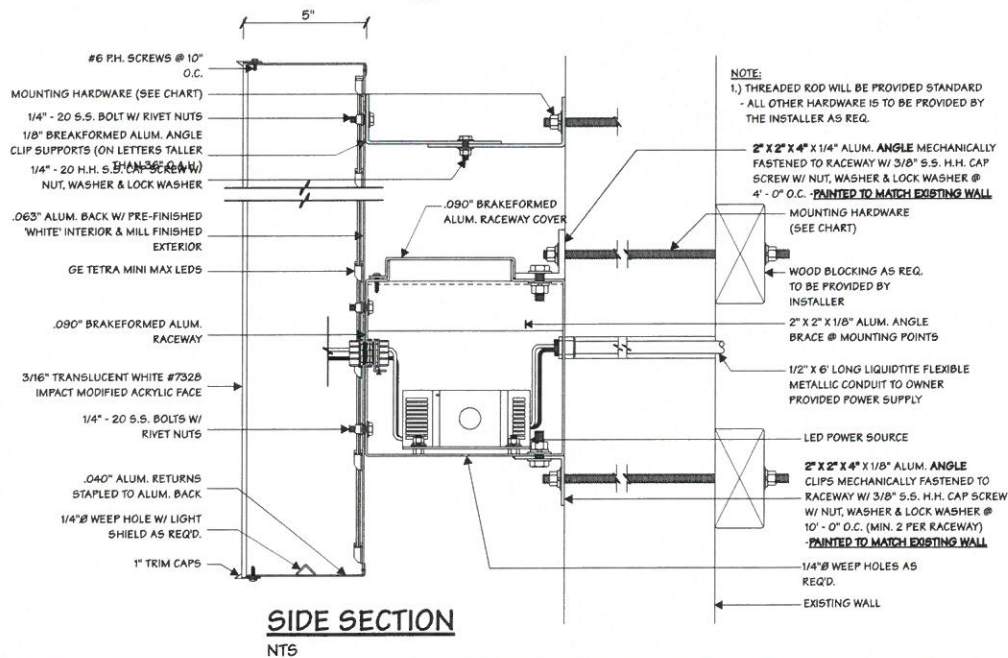
Center Number: 5728

Project Number: 1001383

### SIGNAGE LAYOUTS N01



MOUNTING HARDWARE CHART			
	MASONRY	WOOD	METAL
3/8" ZINC PLATED STEEL THREADED ROD THRU WALL	•	•	•
3/8" LAGS WITH SHIELDS	•		
3/8" LAG BOLTS		•	
3/8" TOGGLE BOLTS			•



#### COMMENTS

# FedEx Office

## BRANDING BOOK

Project Name: 5728 Hinsdale, IL

Center Number: 5728

Project Number: 1001383

### INVENTORY/RECOMMENDATION DETAIL

SIGN: N02

NI

#### EXISTING SIGNAGE



Existing Sign

Description: No existing sign

Action: NI

Height:

Width:

Depth:

Letter Height:

Sq Ft:

Wall Material:

Illuminated:

Flush or Raceway

Mounted:

Double Faced:

#### PROPOSED SIGNAGE



Sign Type: FEKVN-DV

Description:

Signature FXO door vinyl

Height: 18"

Width: 18.5"

Depth:

Sq Ft: 2.31 SF

Illuminated: No

Flush or Raceway

Mounted:

Maximum

Sq. Ft Allowed

#### COMMENTS

Install FXO signature door vinyl in all white.

# FedEx Office

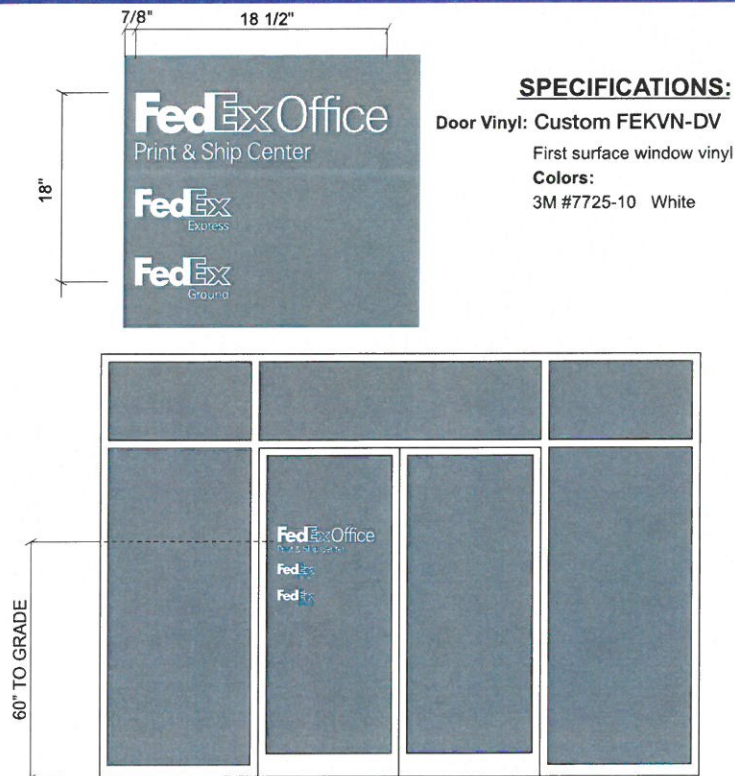
## BRANDING BOOK

Project Name: 5728 Hinsdale, IL

Center Number: 5728

Project Number: 1001383

### SIGNAGE LAYOUTS N02



#### Storefront FedEx Office Logo

Placing the FedEx Office logo on the door helps identify the main entry to the center.

- The FedEx Office logo is first-surface applied vinyl.
- It is located on the primary entry door within the customer's direct line of sight.
- The baseline of the logo is 60" (five feet) above the ground.
- Scale the logo proportionally to fit the available door glass width.
- Where double doors are used, place the logo on the left door.
- Additional FedEx service offerings (such as FedEx Express or FedEx Ground) are displayed below the FedEx Office logo on the primary entry door as shown here.

#### COMMENTS

# FedExOffice

## BRANDING BOOK

Project Name: 5728 Hinsdale, IL  
 Center Number: 5728  
 Project Number: 1001383

### INVENTORY/RECOMMENDATION DETAIL

#### SIGN: N03      NI      EXISTING SIGNAGE



Existing Sign  
 Description: No existing sign  
 Action: NI  
 Height: \_\_\_\_\_  
 Width: \_\_\_\_\_  
 Depth: \_\_\_\_\_  
 Letter Height: \_\_\_\_\_  
 Sq Ft: \_\_\_\_\_  
 Wall Material: \_\_\_\_\_  
 Illuminated: \_\_\_\_\_  
 Flush or Raceway  
 Mounted: \_\_\_\_\_  
 Double Faced: \_\_\_\_\_

#### PROPOSED SIGNAGE



Sign Type: Re-skin Awnings  
 Description:  
Re-skin existing awnings with Sunbrella Concord Purple  
 Height: \_\_\_\_\_  
 Width: \_\_\_\_\_  
 Depth: \_\_\_\_\_  
 Sq Ft: \_\_\_\_\_  
 Illuminated: No  
 Flush or Raceway  
 Mounted: \_\_\_\_\_  
 Maximum  
 Sq. Ft Allowed \_\_\_\_\_

#### COMMENTS

Re-skin existing awnings with sunbrella Concord Purple (3) awnings.

# FedEx Office

## BRANDING BOOK

Project Name: 5728 Hinsdale, IL  
 Center Number: 5728  
 Project Number: 1001383

### INVENTORY/RECOMMENDATION DETAIL

#### SIGN: N04      NI      EXISTING SIGNAGE



Existing Sign  
 Description: No existing sign  
 Action: NI  
 Height: \_\_\_\_\_  
 Width: \_\_\_\_\_  
 Depth: \_\_\_\_\_  
 Letter Height: \_\_\_\_\_  
 Sq Ft: \_\_\_\_\_  
 Wall Material: \_\_\_\_\_  
 Illuminated: \_\_\_\_\_  
 Flush or Raceway  
 Mounted: \_\_\_\_\_  
 Double Faced: \_\_\_\_\_

#### PROPOSED SIGNAGE



Sign Type: 18" Illuminated Letters  
 Description:  
18" FedEx Illuminated Channel Letteset  
 Height: 18"  
 Width: 9'-10"  
 Depth: 5"  
 Sq Ft: 14.81 sf  
 Illuminated: Yes  
 Flush or Raceway  
 Mounted: Raceway Mount  
 Maximum  
 Sq. Ft Allowed \_\_\_\_\_

#### COMMENTS

Install 18" raceway mounted illuminated channel letters. Paint raceway to match existing brick.

# FedEx Office

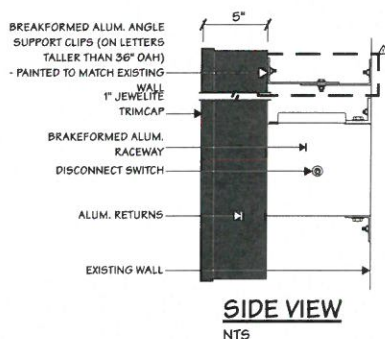
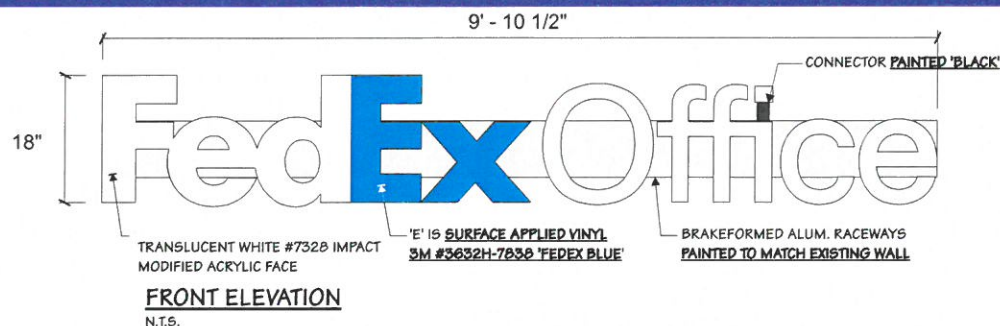
## BRANDING BOOK

Project Name: 5728 Hinsdale, IL

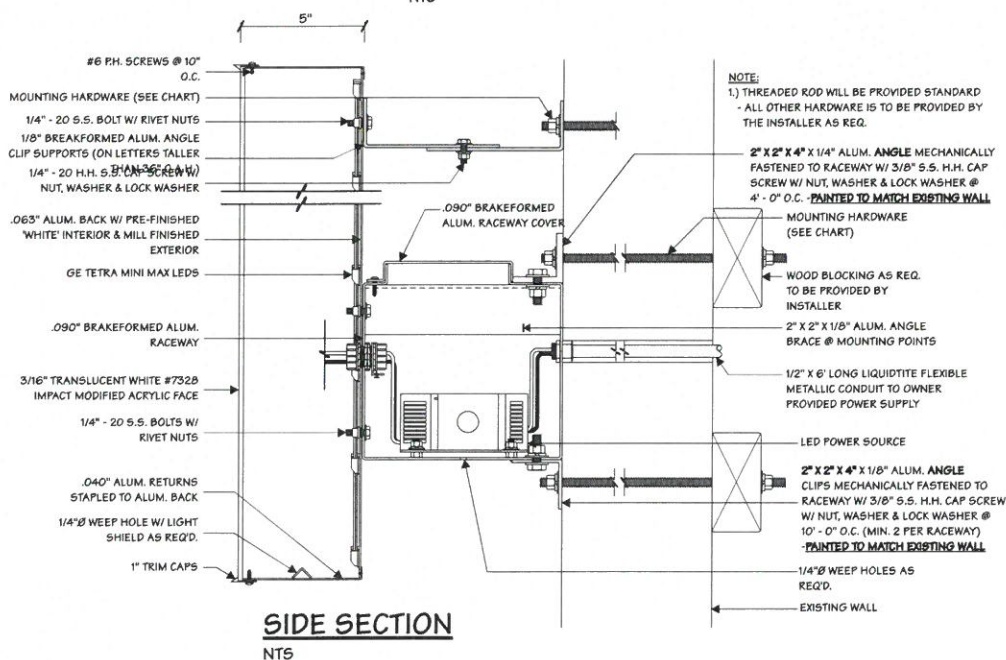
Center Number: 5728

Project Number: 1001383

## SIGNAGE LAYOUTS



MOUNTING HARDWARE CHART			
	MASONRY	WOOD	METAL
3/8" ZINC PLATED STEEL THREADED ROD THRU WALL	•	•	•
3/8" LAGS WITH SHIELDS	•	•	•
3/8" LAG BOLTS	•	•	•
3/8" TOGGLE BOLTS	•	•	•



### COMMENTS

# FedEx Office

## BRANDING BOOK

Project Name: 5728 Hinsdale, IL  
Center Number: 5728  
Project Number: 1001383  
05/16/2016

### TO BE COMPLETED BY LANDLORD / PROPERTY OWNER

To Whom It May Concern:

I, Todd Naccarato, Property Owner/Landlord of the property located at  
26 E First Street Hinsdale, IL.

do hereby give authorization to Architectural Graphics Inc. and/or their agents to erect a sign(s) at the above named location. I fully understand the current Construction Lien Law and authorize said contractors or authorized agents to sign and notarize permit application(s) as Owner/Agent. All work done by said contractors will meet or exceed Code requirements, and meet NEC Standards. If lease with FedEx Office is not executed, the authority in this document will end.

By: Todd Naccarato  
Landlord/Property Owner Signature

Print Name Here: Todd H. Naccarato

Owner/Landlord Address:  
Box 140 Better Field RD  
Suite 700  
Oak Brook Terrace, IL 60181  
Phone: 630 810-2500

Please fax this page to (757)427-6112 Attn: Mark Fowler  
Phone number: 427-1900 ext. 254  
Architectural Graphics Inc.  
2655 International Pkwy.  
Virginia Beach, VA23452  
mfowler@agisign.com

**Attachment 2: Street View of Garfield Crossing (facing south from First St.)**

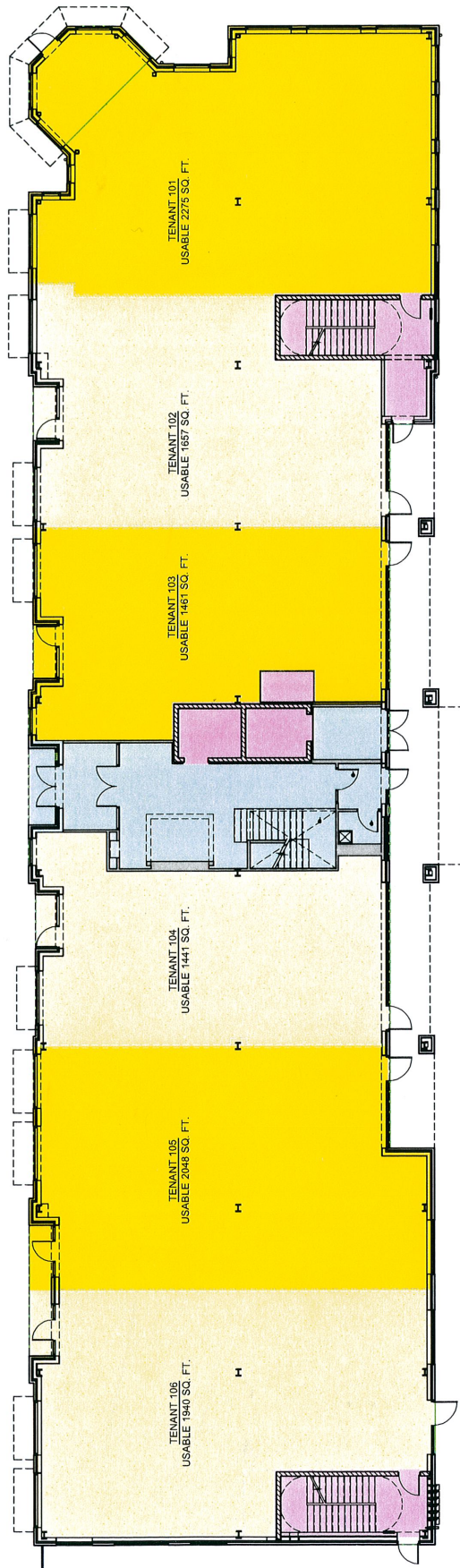


**Attachment 2: Street View of Garfield Crossing (Entrance for FedEx)**



**Attachment 2: Street View of Garfield Crossing (facing west from Garfield Ave.)**





- USABLE AREA
- FLOOR COMMON AREA (USED BY SECOND FLOOR)
- MAJOR VERTICAL PENETRATIONS
- BUILDING COMMON AREA

FLOOR	GROSS BUILDING AREA	GROSS MAINTAINED AREA	GROSS VERTICAL PENETRATIONS	FLOOR COMMON AREA	SPACE NAME	USABLE AREAS			BASIC RENTABLE AREAS			RENTABLE AREA		
						OFFICE AREA	STORE AREA	BUILDING COMMON AREA	FLOOR COMMON AREA	FLOOR COMMON RATIO	OFFICE AREA	STORE AREA	BUILDING COMMON AREA	TOTAL RENTABLE
Basement	22,504.0	6,765.0	665.0	6,100.0	C1	347.1	0.0	0.0	0.0	0.0	512.0	0.0	512.0	512.0
					C2	347.1	0.0	0.0	0.0	0.0	512.0	0.0	512.0	512.0
					C3	347.1	0.0	0.0	0.0	0.0	512.0	0.0	512.0	512.0
					C4	347.1	0.0	0.0	0.0	0.0	512.0	0.0	512.0	512.0
					C5	347.1	0.0	0.0	0.0	0.0	512.0	0.0	512.0	512.0
					C6	347.1	0.0	0.0	0.0	0.0	512.0	0.0	512.0	512.0
					C7	347.1	0.0	0.0	0.0	0.0	512.0	0.0	512.0	512.0
					C8	347.1	0.0	0.0	0.0	0.0	512.0	0.0	512.0	512.0
					C9	347.1	0.0	0.0	0.0	0.0	512.0	0.0	512.0	512.0
					C10	347.1	0.0	0.0	0.0	0.0	512.0	0.0	512.0	512.0
					Building Common	664.0	0.0	0.0	0.0	0.0	512.0	0.0	512.0	512.0
First Floor	12,651.0	11,584.0	792.0	10,822.0	Tenant 101	2,275.0	0.0	2,275.0	0.0	0.0	0.0	2,275.0	2,275.0	2,275.0
					Tenant 102	1,657.0	0.0	1,657.0	0.0	0.0	0.0	1,657.0	1,657.0	1,657.0
					Tenant 103	1,461.0	0.0	1,461.0	0.0	0.0	0.0	1,461.0	1,461.0	1,461.0
					Tenant 104	1,441.0	0.0	1,441.0	0.0	0.0	0.0	1,441.0	1,441.0	1,441.0
					Tenant 105	2,048.0	0.0	2,048.0	0.0	0.0	0.0	2,048.0	2,048.0	2,048.0
					Tenant 106	1,940.0	0.0	1,940.0	0.0	0.0	0.0	1,940.0	1,940.0	1,940.0
					Building Common	664.0	0.0	664.0	0.0	0.0	0.0	664.0	664.0	664.0
Second Floor	13,356.0	13,035.0	846.0	13,087.0	Tenant 201	3,793.0	0.0	3,793.0	0.0	0.0	0.0	3,793.0	3,793.0	3,793.0
					Tenant 202	1,655.0	0.0	1,655.0	0.0	0.0	0.0	1,655.0	1,655.0	1,655.0
					Tenant 203	2,005.0	0.0	2,005.0	0.0	0.0	0.0	2,005.0	2,005.0	2,005.0
					Tenant 204	2,351.0	0.0	2,351.0	0.0	0.0	0.0	2,351.0	2,351.0	2,351.0
					Building Common	664.0	0.0	664.0	0.0	0.0	0.0	664.0	664.0	664.0
					Building Common	13,311.0	0.0	13,311.0	0.0	0.0	0.0	13,311.0	13,311.0	13,311.0
					Building Common	2,275.0	0.0	2,275.0	0.0	0.0	0.0	2,275.0	2,275.0	2,275.0
					Building Common	30,002.0	0.0	30,002.0	0.0	0.0	0.0	30,002.0	30,002.0	30,002.0

BOMA AREA CALCULATIONS

perkins pryde & kennedy architects, pc.  
444 N. Main Street - Suite 200  
Glen Ellyn, IL 60137

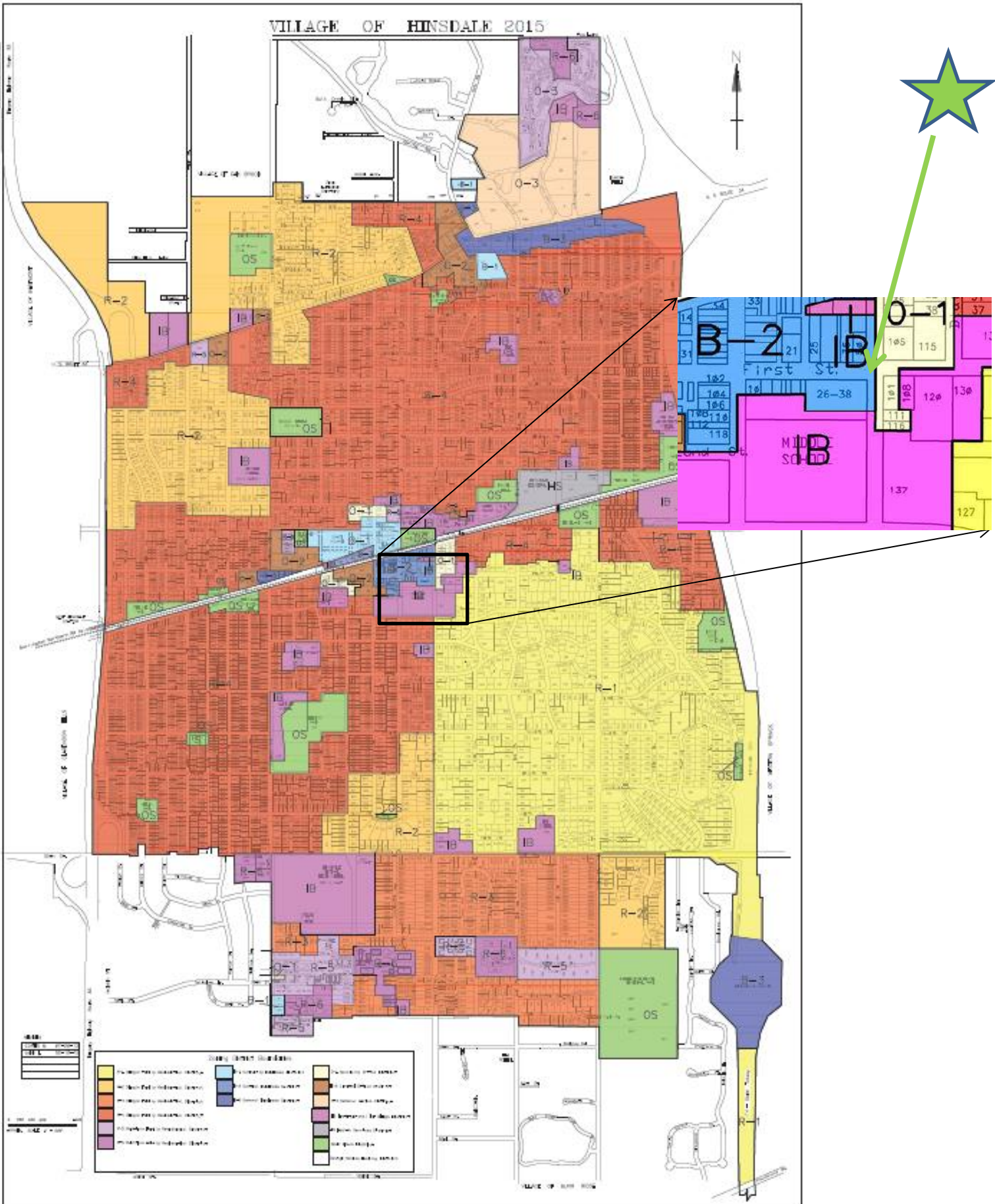
Garfield Crossing:  
Tenant Fitout

Date: 09.25.2014  
Scale: 1/16"=1'-0"

Revision  
REV. ###

Sheet no.  
FIRST FLOOR

# Attachment 4: Village of Hinsdale Zoning Map and Project Location



**Attachment 5: Birds Eye View of 26 E. First St., Unit 101 (facing south west)**






## MEMORANDUM

**DATE:** November 9, 2016

**TO:** Chairman Cashman and Plan Commissioners

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

**FROM:** Chan Yu, Village Planner 

**RE:** 42 S. Washington Street – Hollis – 1 Wall Sign and 1 Blade Sign

---

### Summary

The Village of Hinsdale has received an application from Hollis requesting approval to install a new wall sign and blade sign at 42 S. Washington Street. Hollis is relocating from 102 S. Washington Street to the former location of Clementine Beauty. 42 S. Washington Street is in the B-2, Central Business District and within the Historic Downtown District boundary. The new wall sign and blade sign will replace the existing signage from the former tenant.

### Request and Analysis

Both the requested wall sign and blade sign are Code compliant. The building frontage is approximately 21 feet and the wall sign is 4 (1' tall by 4' long) square feet (SF). It is non-illuminated, bi-colored and 12 feet from grade. The blade sign will utilize the existing blade sign bracket from the former tenant. It is 3 SF (18" tall by 24" long), and 10 feet from grade. The blade sign features only two colors and is non-illuminated.

### Process

Per Section 11-607(D) and the nature of the request, this application would require a meeting before the Plan Commission (PC) and does not require public notification. Per municipal code Section 14-5-1(B), the Historic Preservation Commission (HPC) shall review signage in the Historic District. The final decision of the HPC shall be advisory only. The PC maintains final authority on signage with no further action required by the Board of Trustees.

### Attachments:

- Attachment 1 – Sign Application and Exhibits
- Attachment 2 - Village of Hinsdale Zoning Map and Project Location
- Attachment 3 - Street View of 42 S. Washington Street



VILLAGE OF HINSDALE  
COMMUNITY DEVELOPMENT DEPARTMENT  
APPLICATION FOR SIGN PERMIT

P16-5797

**Applicant**

Name: M. K. Hoffman, Aubrey Sign  
Address: 1847 Suncoast Lane  
City/Zip: Batavia IL 60510  
Phone/Fax: (630) 482, 9901  
E-Mail: Mike@aubrey signs.com  
Contact Name: Mike Hoffman

**Contractor**

Name: \_\_\_\_\_  
Address: Same as applicant  
City/Zip: \_\_\_\_\_  
Phone/Fax: ( ) \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Contact Name: \_\_\_\_\_

ADDRESS OF SIGN LOCATION: 42 S Washington  
ZONING DISTRICT: Please Select One central business  
SIGN TYPE: Please Select One dimensional letters  
ILLUMINATION Please Select One non illuminated

**Sign Information:**

Overall Size (Square Feet): 4 (12" x 48")  
Overall Height from Grade: 12 Ft.  
Proposed Colors (Maximum of Three Colors):  
① Black  
② White  
③ \_\_\_\_\_

**Site Information:**

Lot/Street Frontage: \_\_\_\_\_  
Building/Tenant Frontage: \_\_\_\_\_  
Existing Sign Information: none  
Business Name: Hellis  
Size of Sign: 4 Square Feet  
Business Name: \_\_\_\_\_  
Size of Sign: \_\_\_\_\_ Square Feet

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

Mike Hoffman  
Signature of Applicant

10-4-16  
Date

Richard P. Roudsberry  
Signature of Building Owner

10-7-16  
Date

**FOR OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE**

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

Plan Commission Approval Date: \_\_\_\_\_ Administrative Approval Date: \_\_\_\_\_



VILLAGE OF HINSDALE  
COMMUNITY DEVELOPMENT DEPARTMENT  
APPLICATION FOR SIGN PERMIT

**Applicant**

Name: Mike Hoffer, Aubrey Sign  
Address: 1847 Suncast Lane  
City/Zip: Batavia, IL 60510  
Phone/Fax: (630) 482-9901  
E-Mail: mike@aubreysigns.com  
Contact Name: Mike Hoffer

**Contractor**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/Zip: \_\_\_\_\_  
Phone/Fax: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Contact Name: \_\_\_\_\_

**ADDRESS OF SIGN LOCATION:**

42. S. Washington

**ZONING DISTRICT:** Please Select One central business

**SIGN TYPE:** Please Select One Blade sign

**ILLUMINATION** Please Select One non-illuminated

**Sign Information:** oval blade sign

Overall Size (Square Feet): 3 (18" x 24")

Overall Height from Grade: 10 Ft.

Proposed Colors (Maximum of Three Colors):

- ① White on
- ② Black
- ③ \_\_\_\_\_

**Site Information:**

Lot/Street Frontage: \_\_\_\_\_

Building/Tenant Frontage: 250" (20.8 ft)

Existing Sign Information: none

Business Name: Hollis

Size of Sign: \_\_\_\_\_ Square Feet

Business Name: \_\_\_\_\_

Size of Sign: \_\_\_\_\_ Square Feet

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

Mike Hoffer  
Signature of Applicant

10-24-16  
Date

see approval on primary applicatn of 10/7/16  
Signature of Building Owner

Date

**FOR OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE**

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

Plan Commission Approval Date: \_\_\_\_\_ Administrative Approval Date: \_\_\_\_\_

**RECEIVED**

**OCT 26 2016**



Exterior Signage

Account:

HOLLIS

Location:

42 S. Washington  
Hinsdale, IL

Date: 10/3/16

THIS ARTWORK REMAINS THE INTELLECTUAL PROPERTY OF THE AUBREY SIGN CO. UNTIL PAID FOR. IN FULL, BY CUSTOMER. USE OF THIS ARTWORK FOR ANY COMMERCIAL PURPOSE WITHOUT OUR WRITTEN PERMISSION WILL RESULT IN A \$1,000 PENALTY. PLEASE REVIEW, SIGN AND DATE THIS -- INDICATING YOUR APPROVAL.

approved by \_\_\_\_\_ date \_\_\_\_\_

**Aubrey**  
SIGN CO.

1847 Suncast Lane  
Batavia, IL 60510

Ph: 630-482-9901  
Fax: 630-482-9906

www.aubreysigns.com

Email:  
mike@aubreysigns.com

Sign details: Dimensional letters (1/4" FCO acrylic) stud mounted to EIFS exterior and double-sided blade sign. White and black vinyl overlays. Blade sign oval is 1" thick PVC.

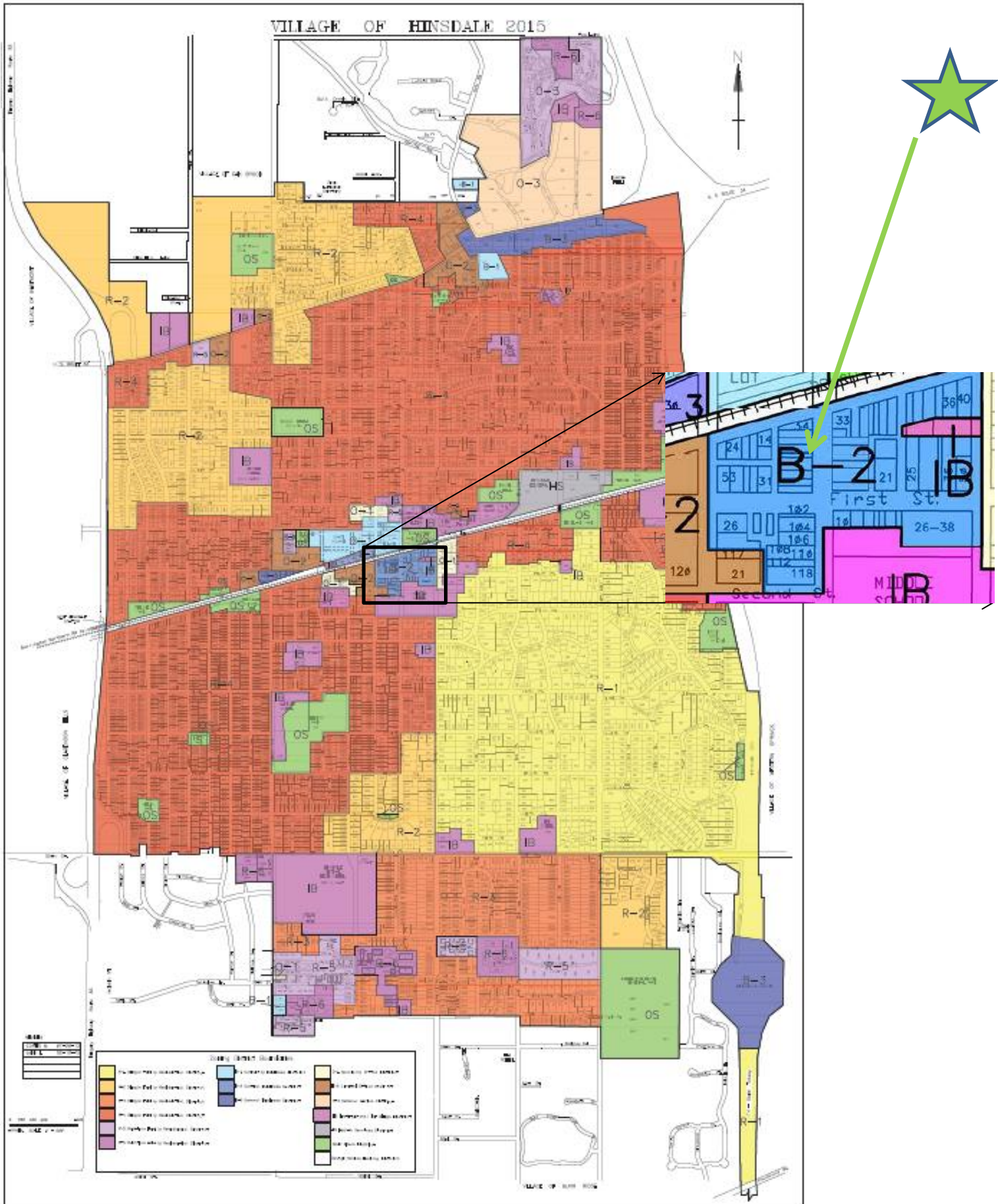
Type of Illumination: None

Dimensions: FCO letters @ 12" H x 48" W = 4 sq. ft. Oval blade sign @ 18" x 24" = 3 sq. ft.

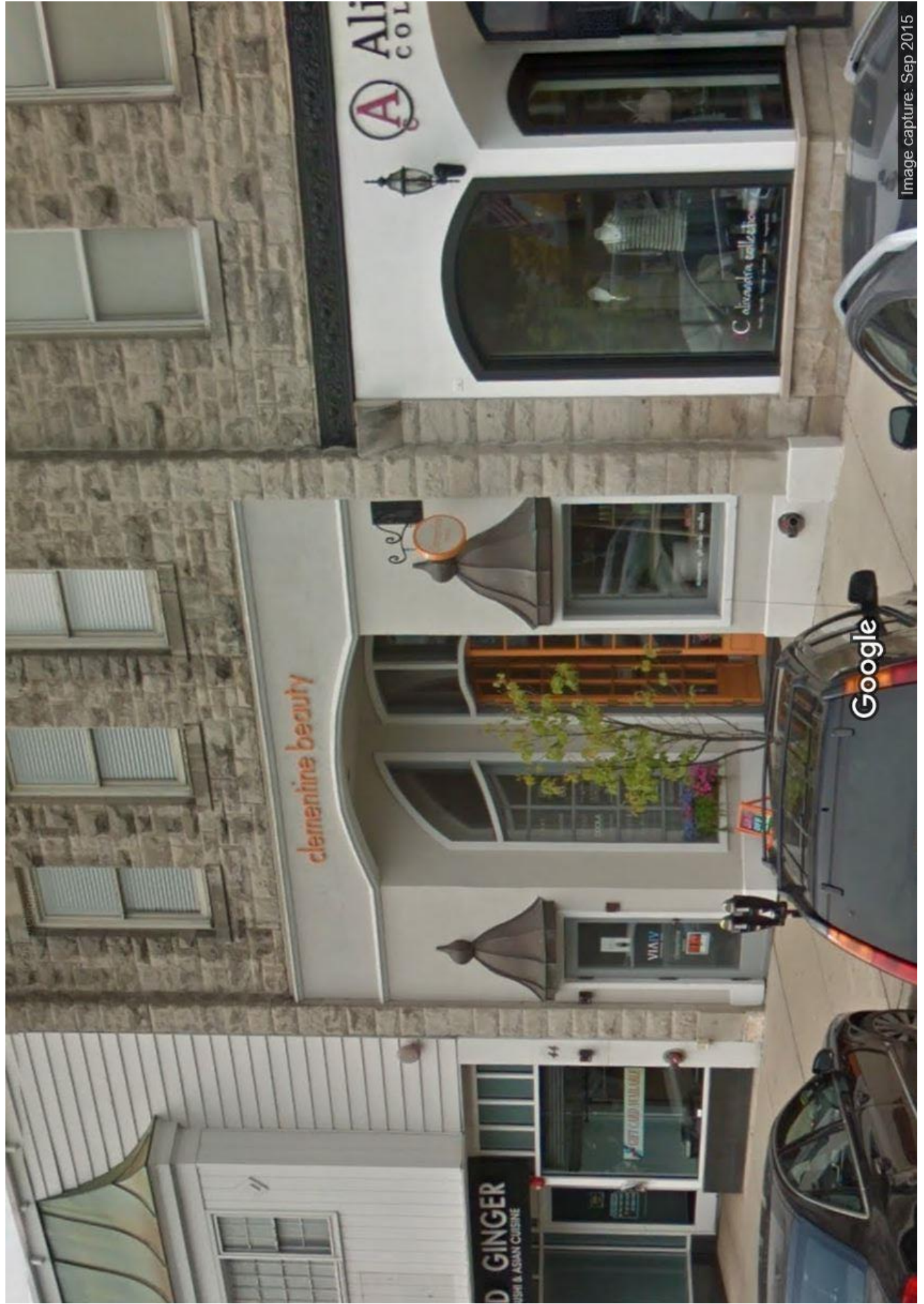
Allowable sign limit:

Special Notes: Blade sign bracket is the same design as former tenant's.

# Attachment 2: Village of Hinsdale Zoning Map and Project Location



Attachment 3: Street View 42 S. Washington Street (facing west)






## MEMORANDUM

**DATE:** November 9, 2016

**TO:** Chairman Cashman and Plan Commissioners

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

**FROM:** Chan Yu, Village Planner 

**RE:** 534 Chestnut Street – Stec Educational Group LLC  
Scheduling of Public Hearing of Special Use Permit Review for Educational Services in the O-2 Limited Office District

---

### Summary

The Village of Hinsdale has received an application from Ms. Christine Stec, owner of Stec Educational Group LLC, requesting approval for a Special Use Permit to allow educational tutoring services in the O-2 Limited Office District. The applicant will occupy 1,000 square feet (SF) in the 2-story office building at 534 Chestnut Street. In addition to one-on-one tutoring, small classes of up to 8 students will be offered for high school students for ACT and SAT preparation. The tenant space is located at the south end of the building with its own entrance.

### Request and Analysis

Stec Educational Group is operated by a single person, the owner, Ms. Stec. The majority of the educational services will be provided through one-on-one tutoring for 1 to 2 hour sessions. However, small group lessons with a maximum of 8 students will also be offered during standardized testing periods for the ACT and SAT. Tutoring and group lessons will average from 3 to 5 times per day.

Parking for the Special Use permit is Code compliant. Per the lease, Stec Educational Group will have full use of the 75 parking spaces at the 534 Chestnut Street parking lot. Based on the use categories of Section 9-104(J), "Secondary schools" is the most relevant to high school tutoring educational services. To that end, the parking requirement for Stec Educational Group is 3 spaces; this is calculated for 1 space per each 5 students plus 1 for each employee.

The project site is located in the O-2 Limited Office District and borders the R-4 Single Family Residential District to the west and north, O-2 to the east, and BNSF train tracks and Open Space District to the south. Per the Code, the O-2 Limited Office District is designed to provide for the general needs of business and professional offices and related business uses on smaller sites in scattered areas throughout the village. Bulk and height regulations encourage development that is architecturally consistent with smaller sites and compatible with nearby residential uses. There are no requested changes to the building by the applicant.



## MEMORANDUM

### **Process**

Pursuant to Section 11-602, a public hearing shall be set, noticed and conducted by the Plan Commission (PC) in accordance with Section 11-303. Within 45 days following the conclusion of the public hearing, the PC shall transmit to the Board of Trustees its recommendation, in the form specified in subsection 11-103(H) of this article, recommending either approval, approval subject to conditions or disapproval of the special use permit based on the standards set forth in section 11-602(E).

### **Attachments:**

- Attachment 1 – Plan Commission and Special Use Permit Applications (packet)
- Attachment 2 - Zoning Map and Project Location
- Attachment 3 - Street View of 534 Chestnut Street
- Attachment 4 - Birds Eye View of 534 Chestnut Street



## PLAN COMMISSION APPLICATION

## Applicant

Name: Christine Stec  
Address: 534 Chestnut  
City/Zip: Hinsdale, IL 60521  
Phone/Fax: (312) 912-2642 / \_\_\_\_\_  
E-Mail: christine.stec@gmail.com

Name: SAME

Address: SAME

City/Zip: SAME

Phone/Fax: ( ) SAME /           

E-Mail: SAME

Name: N/A

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/Zip: \_\_\_\_\_

Phone/Fax: (\_\_\_\_) \_\_\_\_\_ / \_\_\_\_\_

E-Mail: \_\_\_\_\_

Name: N/A

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/Zip: \_\_\_\_\_

Phone/Fax: (\_\_\_\_) \_\_\_\_\_ / \_\_\_\_\_

E-Mail: \_\_\_\_\_

1) N/A

---

2) N/A

---

3) N/A

---

## II. SITE INFORMATION

Address of subject property: 534 Chestnut, Hinsdale, IL 60521

Property identification number (P.I.N. or tax number): 09 - 11 - 214 - 021

Brief description of proposed project: 2 story office building. Currently occupy 1,000 rentable square feet at the south end of  
the building. This area has its own separate entrance.

General description or characteristics of the site: 2 story office building, surrounded by a parking area for over 50 cars,  
landscaped front entry, building is set back from Chestnut street.

Existing zoning and land use: 02

Surrounding zoning and existing land uses:

North: R4

South: OS

East: O2

West: R4

Proposed zoning and land use: O2

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

☐ Site Plan Approval 11-604

☐ Design Review Permit 11-605E

☐ Exterior Appearance 11-606E

☒ Special Use Permit 11-602E

Special Use Requested: Education/Tutoring  
6-106B7

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

☐ Planned Development 11-603E

☐ Development in the B-2 Central Business  
District Questionnaire

# TABLE OF COMPLIANCE

Address of subject property: 534 Cheestnut, Hinsdale, IL 60521

The following table is based on the 02 Zoning District.

	Minimum Code Requirements	Proposed/Existing Development
Minimum Lot Area (s.f.)	N/A	
Minimum Lot Depth	N/A	
Minimum Lot Width	N/A	
Building Height	N/A	
Number of Stories	N/A	
Front Yard Setback	N/A	
Corner Side Yard Setback	N/A	
Interior Side Yard Setback	N/A	
Rear Yard Setback	N/A	
Maximum Floor Area Ratio (F.A.R.)*	N/A	
Maximum Total Building Coverage*	N/A	
Maximum Total Lot Coverage*	N/A	
Parking Requirements	1 SPACE	
Parking front yard setback	N/A	
Parking corner side yard setback	N/A	
Parking interior side yard setback	N/A	
Parking rear yard setback	N/A	
Loading Requirements	0 SPACES	
Accessory Structure Information	N/A	

\* Must provide actual square footage number and percentage.

Where any lack of compliance is shown, state the reason and explain the Village's authority, if any, to approve the application despite such lack of compliance: NOT APPLICABLE

## CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

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

On the 3<sup>rd</sup> day of October, 2016, I/We have read the above certification, understand it, and agree to abide by its conditions.

Christine Stec  
Signature of applicant or authorized agent

\_\_\_\_\_  
Signature of applicant or authorized agent

Christine Stec  
Name of applicant or authorized agent

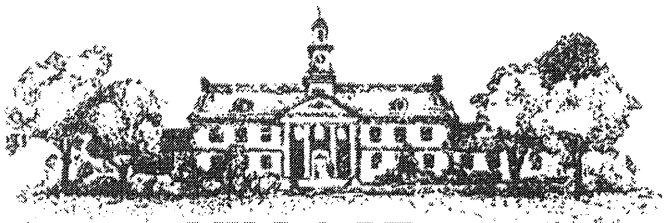
\_\_\_\_\_  
Name of applicant or authorized agent

SUBSCRIBED AND SWORN  
to before me this 3<sup>rd</sup> day of  
OCTOBER, 2016.

Karen Lee Shadbar  
Notary Public

4





**VILLAGE  
OF HINSDALE** FOUNDED IN 1873

**COMMUNITY DEVELOPMENT DEPARTMENT  
SPECIAL USE PERMIT CRITERIA**

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

**Address of proposed request:** 534 Chestnut Street

**Proposed Special Use request:** \_\_\_\_\_

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

**REVIEW CRITERIA**

Section 11-602 of the Hinsdale Zoning Code regulates Special use permits. Standard for Special Use Permits: In determining whether a proposed special use permit should be granted or denied the Board of Trustees should be guided by the principle that its power to amend this Code is not an arbitrary one but one that may be exercised only when the public good demands or requires the amendment to be made. In considering whether that principle is satisfied in any particular case, the Plan Commission and Board of Trustees should weigh, among other factors, the below criteria Please respond to each criterion as it relates to the application. Please use an additional sheet of paper to respond to questions if needed.

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

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

The location in question will be used primarily as a personal workspace for the business owner, an educator who works alone in developing study materials and study plans for various academic tests and subjects. The proposed use would allow the owner to meet individual clients or hold small group workshops/lessons in this office space.

2. *No Undue Adverse Impact.* The proposed use and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area, or the public health, safety, and general welfare.  
The business is owned/operated by one person and there will generally be very little traffic in and out of the office space. The majority of business activity will be conducted by meeting clients on an individual basis for 1-2 hour sessions, with an average of 3-5 meetings per day. Workshops and group lessons will be scheduled less frequently, with a maximum of 3-5 students per session in most cases. In cases of high demand (such as last minute ACT/SAT review), the owner may allow a higher enrollment of 6-8 students per session.

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

The office space is located in a professional building that is occupied primarily by medical professionals, and the building shares parking lot space with an adjacent professional building. The proposed use will generate an amount of activity that will likely go unnoticed in this environment.

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

The proposed location is easily accessible and adequately served by essential facilities and services.

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

The business will not create any significant traffic; the off-street location includes a parking lot that is more than sufficient to accommodate both the employees and patrons of businesses in the area, and there will be sufficient parking for clients of the proposed use.

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

The location will not be altered in any way, and the proposed use will have no impact on any significant features of the area.

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

The proposed use falls within the scope of professional activities allowed for this zoning district.

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

N/A

9. Considerations. In determining whether the applicant's evidence establishes that the foregoing standards have been met, the Plan Commission shall consider the following:

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

The business will provide educational consulting and instructional services intended to meet the needs of a community in which education is so highly valued. The owner is a Hinsdale native and Hinsdale Central alum dedicated to providing services targeted specifically to students in this community--services designed to help these students succeed academically and prepare for the college admissions process. The owner has a track record of success with past clients and a level of expertise in her subject areas that makes her services highly desirable to community members.

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

The proposed location was selected because it offers convenient parking for clients and a quiet environment that is conducive to learning. Because the services offered are intended primarily for high school students, safety and ease of access were primary considerations in selecting the location. The lease terms for the office space allow full use of the parking lot, which has approximately 75 spaces available. Furthermore, the design and layout of the office space itself allows the owner to create a comfortable environment in which to learn.

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

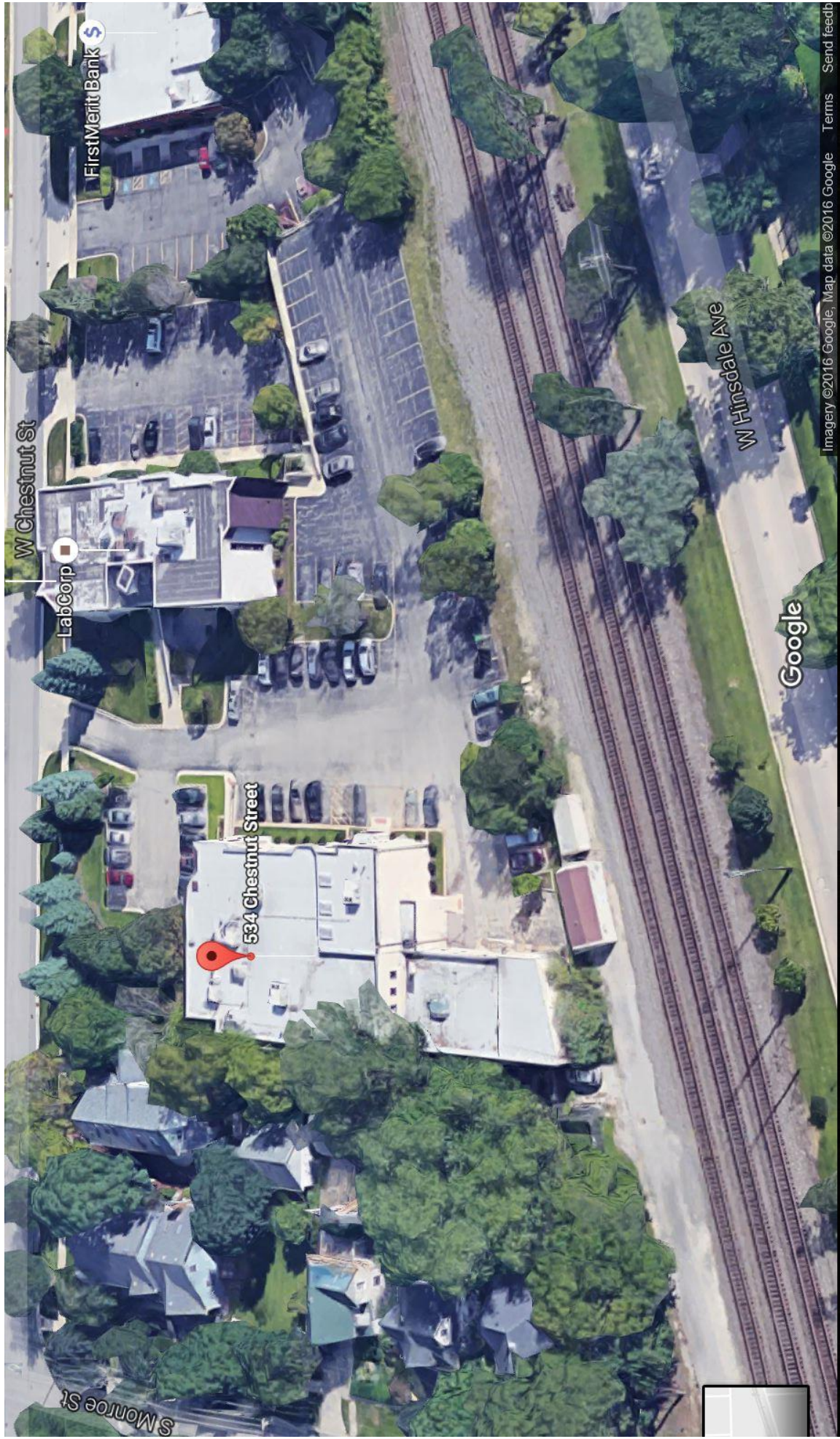
N/A



**Attachment 3: Street View of 534 Chestnut Street (facing south)**



**Attachment 4: Birds Eye View of 534 Chestnut Street (facing north)**






## MEMORANDUM

**DATE:** November 9, 2016

**TO:** Chairman Cashman and Plan Commissioners

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

**FROM:** Chan Yu, Village Planner 

**RE:** 21 W. Second Street – TinkRworks LLC  
Public Hearing of Special Use Permit Review for Educational Services in the O-2 Limited Office District

---

### Summary

The Village of Hinsdale has received an application from Aaditya “Anu” Mahajan, owner of TinkRworks LLC, requesting approval for a Special Use Permit to allow educational tutoring services in the O-2 Limited Office District. The applicant will occupy approximately 3,000 square feet (SF) in the 3-story, 12,927 SF office building at 21 W. Second Street. Classes are targeted for 1<sup>st</sup> to 8<sup>th</sup> graders (ages 6 to 14), and will be offered Monday through Saturdays after school.

The purpose of the application at the October 12, 2016, Plan Commission meeting was to schedule the public hearing to consider the special use permit application. No discussion took place except to determine the time and date of the hearing. The public hearing was established for the November 9, 2016, PC meeting. The public hearing notice requirements have been followed per section 11-601(D)(3).

### Request and Analysis

US Bank is currently the only tenant in the office building at 21 W. Second Street, and occupies the first two floors. TinkRWorks plans to utilize 3,000 SF on the third floor for two classrooms and a common area. The applicant has a steady-rate goal for 200 unique students by year 3. However, the maximum number of students at one time will be 24. The maximum staff on site will be 5. The applicant has noted that there is no additional room to expand in the building.

TinkRworks offers after school programs beginning at 3:45 PM to 1<sup>st</sup> to 8<sup>th</sup> graders (ages 6 to 14) three days a week on Tuesday, Wednesday and Thursday. At this time slot, only a single class of a maximum of 12 students will be held. All other classes will begin at 5:15 PM or later during weekdays. The courses offered include, for example, computer programming, graphic designing and robotics. TinkRworks advertises a guarantee of an instructor-to-student ratio of 1:6 or better.

Parking for the Special Use permit is Code compliant. TinkRworks will have 5 dedicated spaces at the 21 W. Second Street parking lot. Based on the use categories of Section 9-104(J), “elementary schools” is the most relevant to tutoring educational services. To that end, the parking requirement for TinkRworks



## MEMORANDUM

is 3 spaces; this is calculated for 1 space per each 2 employees, or 1 for each 15 students, whichever is greater.

The project site is located in the O-2 Limited Office District and borders the O-2 Limited Office District to the west and north, IB Institutional Buildings District to the south, and B-2 Central Business District of the east. Per the Code, the O-2 Limited Office District is designed to provide for the general needs of business and professional offices and related business uses on smaller sites in scattered areas throughout the village. Bulk and height regulations encourage development that is architecturally consistent with smaller sites and compatible with nearby residential uses.

### **Process**

Pursuant to Section 11-602, a public hearing shall be set, noticed and conducted by the Plan Commission (PC) in accordance with Section 11-303. Within 45 days following the conclusion of the public hearing, the PC shall transmit to the Board of Trustees its recommendation, in the form specified in subsection 11-103(H) of this article, recommending either approval, approval subject to conditions or disapproval of the special use permit based on the standards set forth in section 11-602(E).

### **Attachments:**

- Attachment 1 – Plan Commission and Special Use Permit Applications
- Attachment 2 - Zoning Map and Project Location
- Attachment 3 - Street View of 21 W. Second St.
- Attachment 4 - Public Notice and Certification



VILLAGE OF HINSDALE  
COMMUNITY DEVELOPMENT  
DEPARTMENT

PLAN COMMISSION APPLICATION

I. GENERAL INFORMATION

**Applicant**

Name: TinkRworks LLC  
Address: 21 W Second Street, Suite 300  
City/Zip: Hinsdale/60521  
Phone/Fax: (708) 401-5956 /  
E-Mail: anu.mahajan@tinkrworks.com

**Owner**

Name: Aaditya "Anu" Mahajan  
Address: 808 Megan Court  
City/Zip: Westmont / 60559  
Phone/Fax: (630) 488-7192 /  
E-Mail: mahajan.anu@gmail.com

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/Zip: \_\_\_\_\_  
Phone/Fax: (\_\_\_\_) \_\_\_\_\_ /  
E-Mail: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/Zip: \_\_\_\_\_  
Phone/Fax: (\_\_\_\_) \_\_\_\_\_ /  
E-Mail: \_\_\_\_\_

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

- 1) N/A
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

## II. SITE INFORMATION

Address of subject property: 21 W. Second Street, Hinsdale, IL 60521

Property identification number (P.I.N. or tax number): 09 - 12 - 122 - 07 } There are  
09 - 12 - 122 - 06 } two parcel  
IDs

Brief description of proposed project: Special use permit application to allow tutoring services focused around Science,

Technology, Engineering, Arts, Mathematics (STEAM) topics for children. We have two classrooms and a common area that take up

roughly 3,000 SF of existing space in the building.

General description or characteristics of the site: No changes to existing building. Current tenant is US Bank

who occupies the first two floors. They are currently the only other tenant in the building.

Existing zoning and land use: \_\_\_\_\_

Surrounding zoning and existing land uses:

North: O-2

South: IB

East: B-2

West: O-2

Proposed zoning and land use: No changes.

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

☐ Site Plan Approval 11-604

☐ Map and Text Amendments 11-601E

☐ Design Review Permit 11-605E

Amendment Requested: \_\_\_\_\_

☐ Exterior Appearance 11-606E

☒ Special Use Permit 11-602E

Special Use Requested: 6-106B7

☐ Planned Development 11-603E

☐ Development in the B-2 Central Business District Questionnaire

## TABLE OF COMPLIANCE

Address of subject property: 21 W. Second Street

The following table is based on the \_\_\_\_\_ Zoning District.

	Minimum Code Requirements	Proposed/Existing Development
	No changes	No changes
Minimum Lot Area (s.f.)		
Minimum Lot Depth		
Minimum Lot Width		
Building Height		
Number of Stories		
Front Yard Setback		
Corner Side Yard Setback		
Interior Side Yard Setback		
Rear Yard Setback		
Maximum Floor Area Ratio (F.A.R.)*		
Maximum Total Building Coverage*		
Maximum Total Lot Coverage*		
Parking Requirements	1 per 250 SF net floor area	1 per 250 SF net floor area
Parking front yard setback		
Parking corner side yard setback		
Parking interior side yard setback		
Parking rear yard setback		
Loading Requirements		
Accessory Structure Information		

\* 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: N/A

## CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

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

On the 9<sup>th</sup> day of September, 2016 I/We have read the above certification, understand it, and agree to abide by its conditions.

[Signature]  
Signature of applicant or authorized agent

Aaditya "Anu" Mahajan  
Name of applicant or authorized agent

[Signature]  
Signature of applicant or authorized agent

[Signature]  
Name of applicant or authorized agent

SUBSCRIBED AND SWORN  
to before me this 9<sup>th</sup> day of  
September, 2016.

[Signature]  
Notary Public

4

OFFICIAL SEAL  
JANICE M WRIGHT  
Notary Public - State of Illinois  
My Commission Expires Mar 31, 2018

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

PARCEL 1: THE SOUTH 25 FEET OF LOT 6 AND ALL OF LOT 7 IN BLOCK 4 IN THE TOWN OF HINSDALE, BEING A SUBDIVISION OF THE NORTHWEST ¼ (EXCEPT RAILROAD LANDS) OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 14, 1866 AS DOCUMENT 7738, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: ALL OF LOT 8 AND THE SOUTH 5 FEET OF LOT 9 IN WRIGHT'S SUBDIVISION OF LOTS 1 TO 4 AND THE NORTH 41 FEET OF LOTS 5 AND 6 IN BLOCK 4 OF THE ORIGINAL TOWN OF HINSDALE, BEING A SUBDIVISION OF THE NORTHWEST ¼ (EXCEPT RAILROAD LANDS) OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID WRIGHT'S SUBDIVISION RECORDED NOVEMBER 15, 1892, AS DOCUMENT 50440, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 21 West Second Street, Hinsdale, Illinois

P.I.N. 09-12-122-007

09-12-122-006

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

**Application for Certificate of Zoning Compliance**

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

**Applicant's name:** TinkRworks LLC

**Owner's name (if different):** Aaditya "Anu" Mahajan

**Property address:** 21 W. Second Street

**Property legal description:** [attach to this form]

**Present zoning classification:** O-2, Limited Office District

**Square footage of property:** 12,927

**Lot area per dwelling:** N/A

**Lot dimensions:** 120' x 165'

**Current use of property:** Office with US Bank as one tenant

**Proposed use:** ☐ Single-family detached dwelling  
☒ Other: Office

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

**Brief description of request and proposal:**

For tutoring services

**Plans & Specifications:** [submit with this form]

**Provided:** **Required by Code:**

**Yards:**

**front:**

**interior side(s)**

\_\_\_\_ / \_\_\_\_

\_\_\_\_ / \_\_\_\_

Provided:

Required by Code:

corner side

rear

Setbacks (businesses and offices):

front:

interior side(s)

corner side

rear

others:

Ogden Ave. Center:

York Rd. Center:

Forest Preserve:

Building heights:

principal building(s):

accessory building(s):

Maximum Elevations:

principal building(s):

accessory building(s):

Dwelling unit size(s):

Total building coverage:

Total lot coverage:

Floor area ratio:

Accessory building(s):

Spacing between buildings: [depict on attached plans]

principal building(s):

accessory building(s):

Number of off-street parking spaces required: 1 per 250 sf net floor area

Number of loading spaces required: 0

Statement of applicant:

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

By: Aaditya Mahajan Digitally signed by Aaditya Mahajan  
Date: 2016.08.31 16:10:17 -05'00'

Applicant's signature

Aaditya "Anu" Mahajan

Applicant's printed name

Dated: 8/31, 2016.

EXHIBIT "A"

LEGAL DESCRIPTION

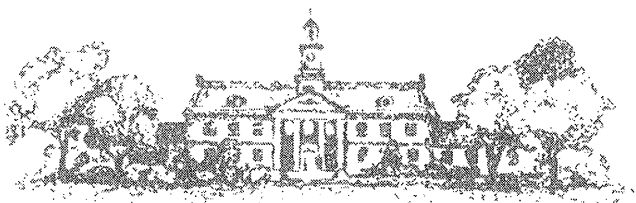
PARCEL 1: THE SOUTH 25 FEET OF LOT 6 AND ALL OF LOT 7 IN BLOCK 4 IN THE TOWN OF HINSDALE, BEING A SUBDIVISION OF THE NORTHWEST ¼ (EXCEPT RAILROAD LANDS) OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 14, 1866 AS DOCUMENT 7738, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: ALL OF LOT 8 AND THE SOUTH 5 FEET OF LOT 9 IN WRIGHT'S SUBDIVISION OF LOTS 1 TO 4 AND THE NORTH 41 FEET OF LOTS 5 AND 6 IN BLOCK 4 OF THE ORIGINAL TOWN OF HINSDALE, BEING A SUBDIVISION OF THE NORTHWEST ¼ (EXCEPT RAILROAD LANDS) OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID WRIGHT'S SUBDIVISION RECORDED NOVEMBER 15, 1892, AS DOCUMENT 50440, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 21 West Second Street, Hinsdale, Illinois

P.I.N. 09-12-122-007

09-12-122-006



**VILLAGE  
OF HINSDALE**

FOUNDED IN 1873

**COMMUNITY DEVELOPMENT DEPARTMENT  
SPECIAL USE PERMIT CRITERIA**

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

**Address of proposed request:** 21 W. Second Street

**Proposed Special Use request:** 6-106B7

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

**REVIEW CRITERIA**

Section 11-602 of the Hinsdale Zoning Code regulates Special use permits. Standard for Special Use Permits: In determining whether a proposed special use permit should be granted or denied the Board of Trustees should be guided by the principle that its power to amend this Code is not an arbitrary one but one that may be exercised only when the public good demands or requires the amendment to be made. In considering whether that principle is satisfied in any particular case, the Plan Commission and Board of Trustees should weigh, among other factors, the below criteria Please respond to each criterion as it relates to the application. Please use an additional sheet of paper to respond to questions if needed.

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

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

TinkRworks is designed to provide educational service which caters to the Hinsdale community. The location is centrally located to the target audience and area schools.

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

There will be no undue adverse impact to adjacent property.

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

TinkRworks will occupy approximately 3,000 SF of a 12,927 SF building.

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

True.

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

TinkRworks has two classrooms offering after-school programs. There are four teachers with alternating schedules based on demand.

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

True.

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

True.

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

N/A.

9. Considerations. In determining whether the applicant's evidence establishes that the foregoing standards have been met, the Plan Commission shall consider the following:

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

The SUP will allow Applicant to offer a needed growing service to the area residents and students to further the educational opportunities in Hinsdale.

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

N/A

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

N/A--there will not be any adverse impact caused by Applicant to the immediate vicinity.

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1: THE SOUTH 25 FEET OF LOT 6 AND ALL OF LOT 7 IN BLOCK 4 IN THE TOWN OF HINSDALE, BEING A SUBDIVISION OF THE NORTHWEST ¼ (EXCEPT RAILROAD LANDS) OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 14, 1866 AS DOCUMENT 7738, IN DUPAGE COUNTY, ILLINOIS.

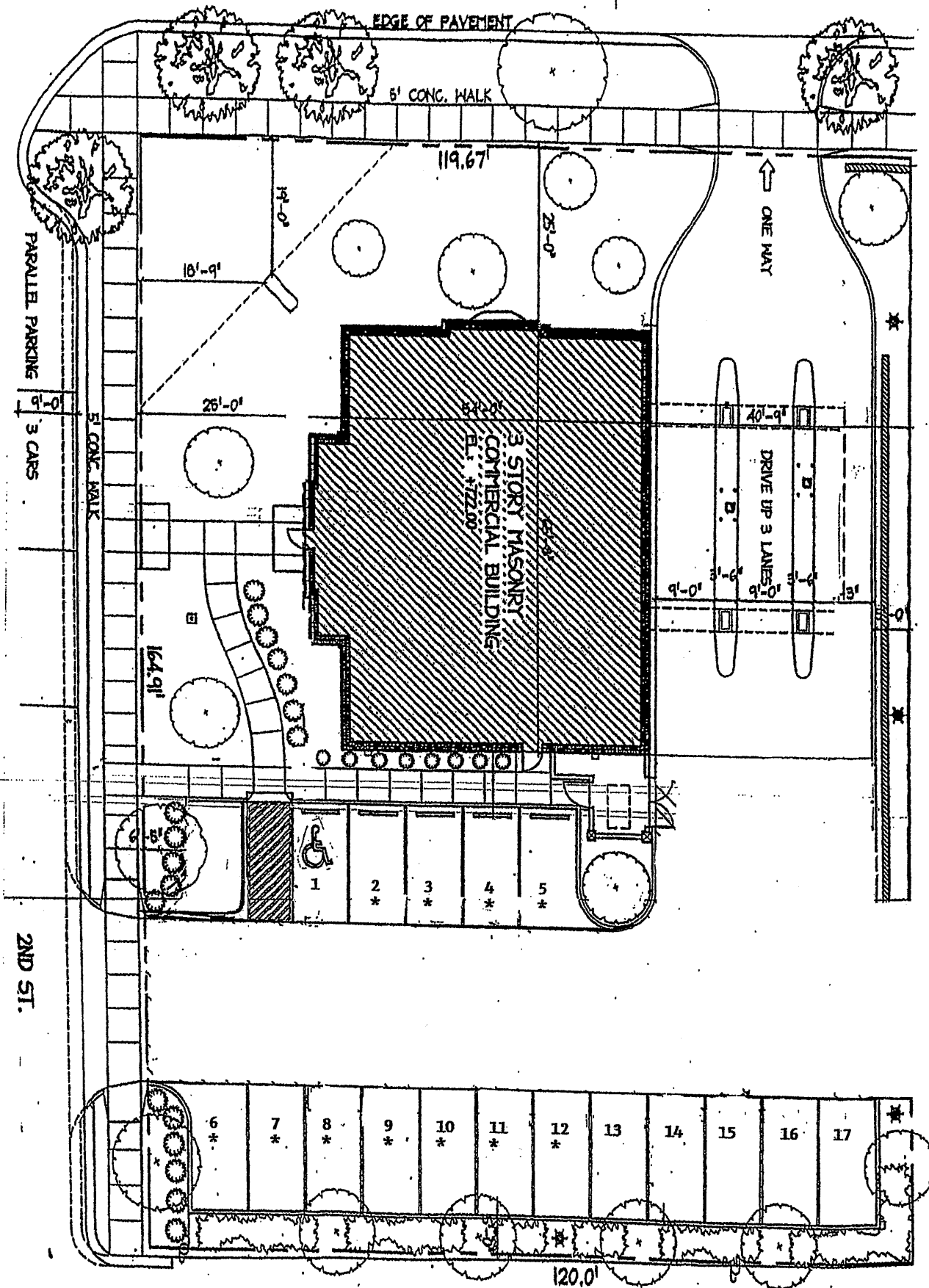
PARCEL 2: ALL OF LOT 8 AND THE SOUTH 5 FEET OF LOT 9 IN WRIGHT'S SUBDIVISION OF LOTS 1 TO 4 AND THE NORTH 41 FEET OF LOTS 5 AND 6 IN BLOCK 4 OF THE ORIGINAL TOWN OF HINSDALE, BEING A SUBDIVISION OF THE NORTHWEST ¼ (EXCEPT RAILROAD LANDS) OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID WRIGHT'S SUBDIVISION RECORDED NOVEMBER 15, 1892, AS DOCUMENT 50440, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 21 West Second Street, Hinsdale, Illinois

P.I.N. 09-12-122-007

09-12-122-006

# SITE PLAN



ALLEY

\* FOR US BANK ONLY

# After School Program

## STEAM

Science | Technology | Engineering | Arts | Math



## Hey Parents Check out TinkRworks!

Want to unlock your child's **CREATIVITY** and ignite their **PASSION FOR LEARNING**?  
Interested in building their **PROBLEM-SOLVING** and **CRITICAL-THINKING** skills?



## Stop by Our Open House on Sept. 15<sup>th</sup>

Our state-of-the-art Engagement Center is located in **downtown Hinsdale**. Parents and children are welcome to stop by on Sept. 15<sup>th</sup> anytime between 5 and 8 pm to learn firsthand what we do and how we do it.

We are creating the next generation of innovators and problem solvers by delivering exceptional STEAM (Science, Technology, Engineering, Arts and Mathematics) experiences to children enabling them to create amazing new things!

With guidance from our world-class instructors, TinkRers will dive into topics including **coding, robotics, 3D-printing, app development, virtual reality, and more** as they apply—and go beyond—what they learn in school.

Visit [www.TinkRworks.com](http://www.TinkRworks.com) for more details and learn why *TinkRworks is where tomorrow's makers are made.*

## 2016 Fall Program Starts on Sept. 26<sup>th</sup> (online enrollment opens Sept. 12<sup>th</sup>)

# Unique

## How We Are Different

### Exceptional experiences

Our mantra is simple: *create exceptional and enriching experiences for children using the best available resources.*

### Excellence in instruction with 1:6 ratios

Our instructor base is comprised of PhDs, technology-industry veterans, teachers, and child-development specialists, all of whom have strong passion and interest in propelling each TinkRer to success. We also guarantee an instructor-to-student ratio of 1:6 or better in our Engagement Center.



### Project-based learning

Our project-based approach orients TinkRers to identify challenges that must be overcome in order to solve complex problems – terrific preparation for the real world, and a great motivation for life-long learning.

### Inter-disciplinary approach

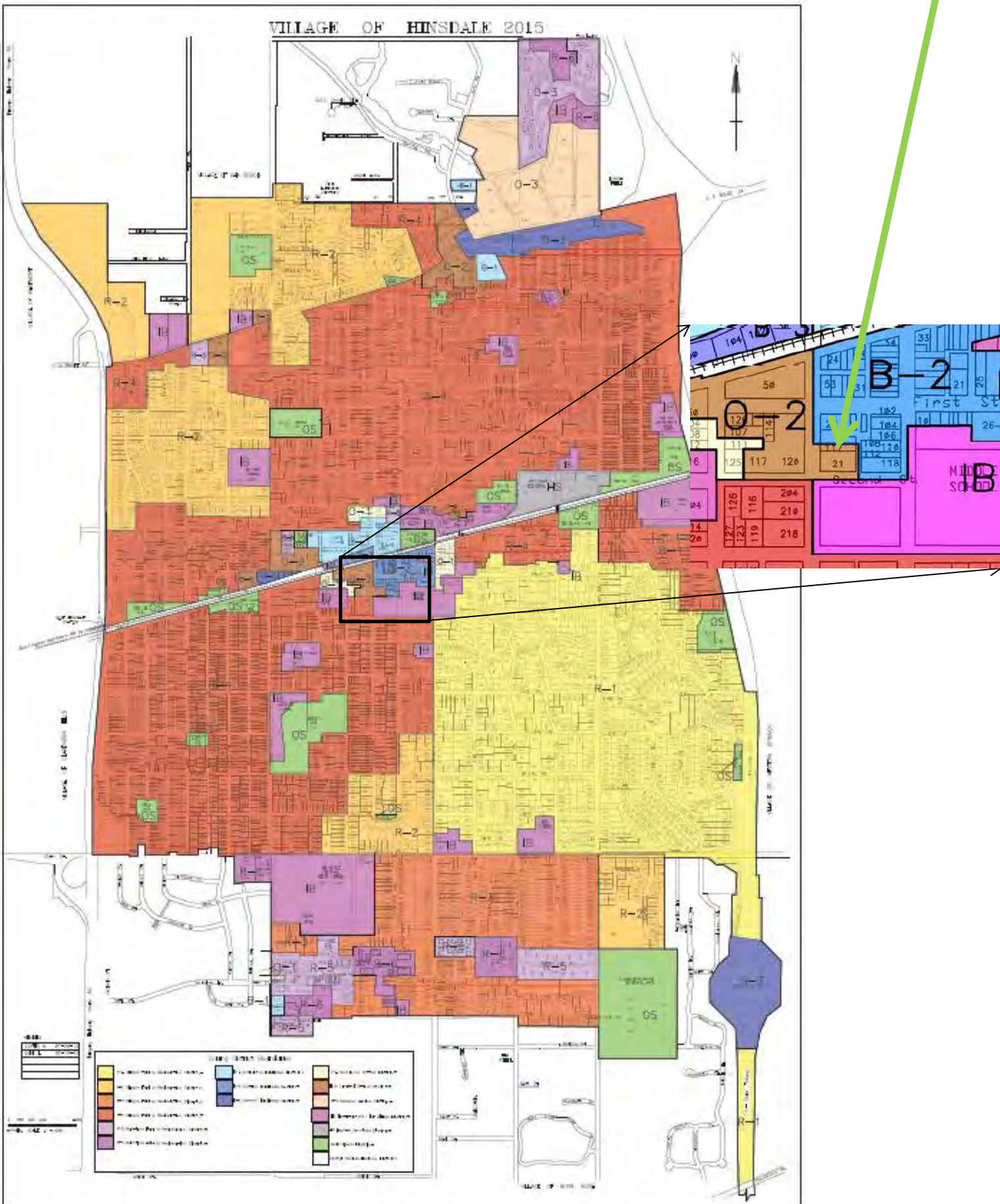
We believe the best solutions to complex problems come from incorporating different perspectives and disciplines.

### Layered curriculum

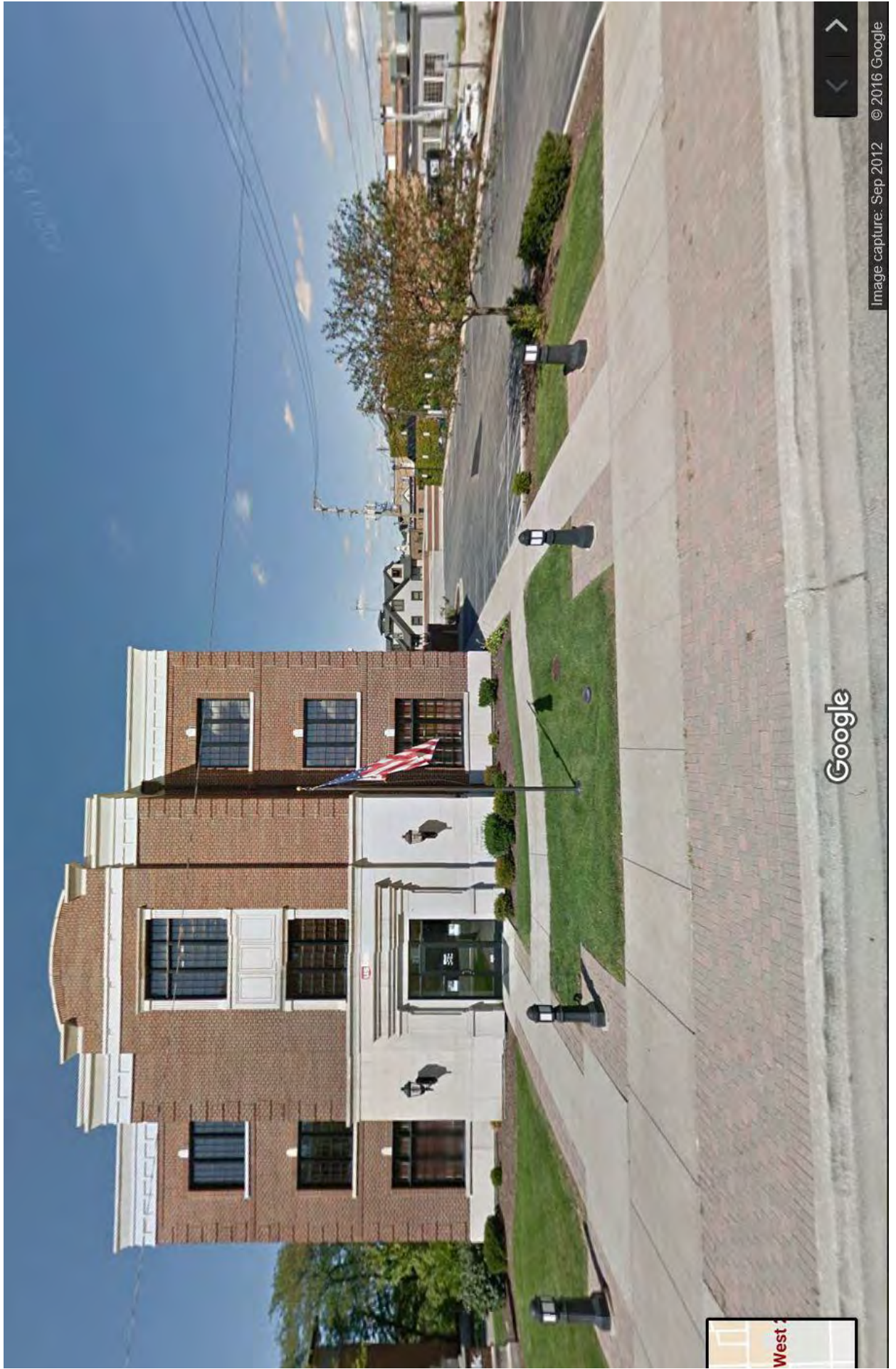
We ensure each TinkRer's growth by creating experiences that build on previously developed skills as well as by providing individualized support.



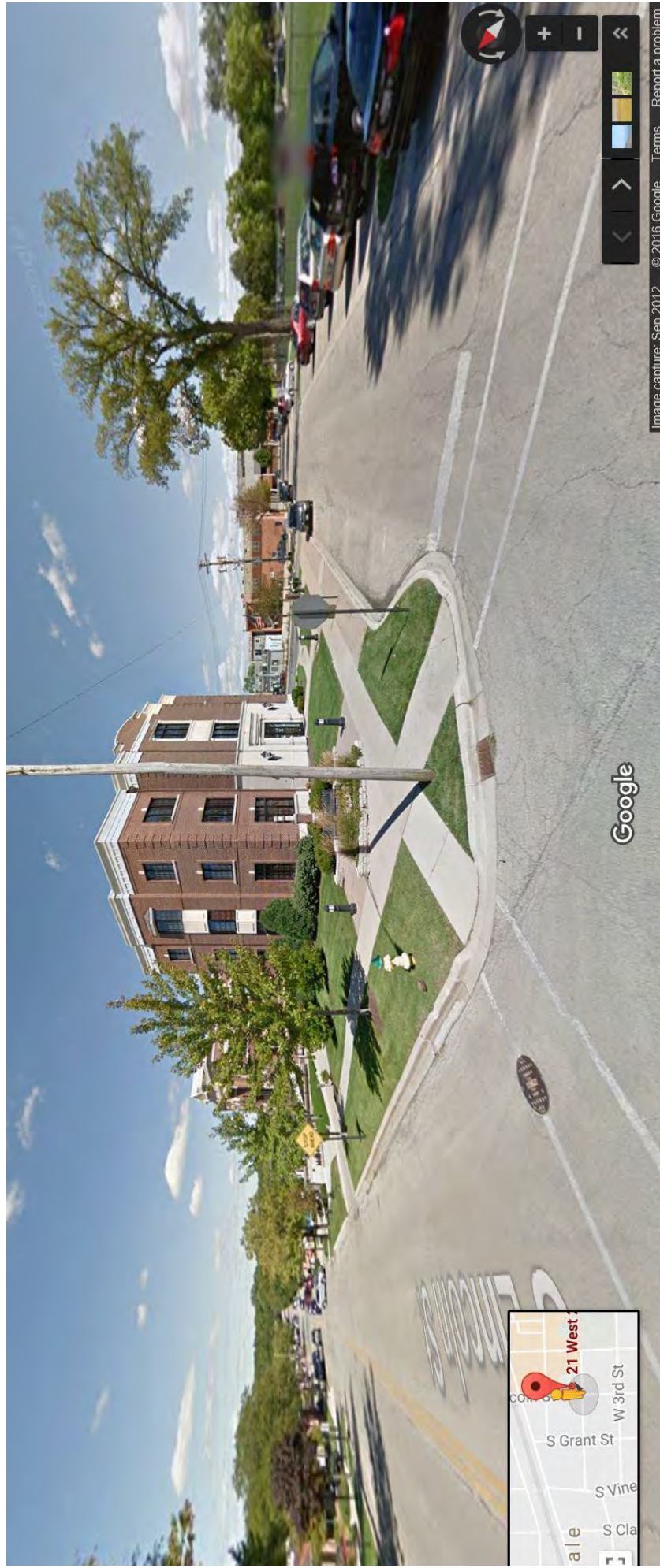
## Attachment 2: Village of Hinsdale Zoning Map and Project Location



**Attachment 3: Street View of 21 W. Second St. (looking north)**



**Attachment 3: Street View of 21 W. Second St. (at S. Lincoln St. and W. Second St.)**



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, November 9, 2016, at 7:30 p.m. in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois for the purpose of considering a Special Use application to allow educational tutoring services in the O-2 Limited Office District. The applicant plans to occupy approximately 3,000 square feet in the 3-story, 12,927 SF office building at 21 W. Second Street.

The petitioner is: Aaditya “Anu” Mahajan, TinkRworks, LLC. 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.

PARCEL 1: THE SOUTH 25 FEET OF LOT 6 AND ALL OF LOT 7 IN BLOCK 4 IN THE TOWN OF HINSDALE, BEING A SUBDIVISION OF THE NORTHWEST ¼ (EXCEPT RAILROAD LANDS) OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 14, 1866 AS DOCUMENT 7738, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: ALL OF LOT 8 AND THE SOUTH 5 FEET OF LOT 9 IN WRIGHT’S SUBDIVISION OF LOTS 1 TO 4 AND THE NORTH 41 FEET OF LOTS 5 AND 6 IN BLOCK 4 OF THE ORIGINAL TOWN OF HINSDALE, BEING A SUBDIVISION OF THE NORTHWEST ¼ (EXCEPT RAILROAD LANDS) OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID WRIGHT’S SUBDIVISION RECORDED ON NOVEMBER 15, 1892, AS DOCUMENT 50440, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 09-12-122-007 and 09-12-122-006

COMMONLY KNOWN AS: 21 W. SECOND STREET  
HINSDALE, IL 60521

At said public hearing, the Plan Commission shall accept all testimony and evidence pertaining to said application and shall consider any and all possible zoning actions, including the granting of any necessary special permits, variations, other special approvals, or amendments to the Zoning Code that may be necessary or convenient to permit development of the proposed type at the described property. All interested persons are invited to attend and be heard.

Dated: October 20, 2016

Christine M. Bruton, Village Clerk

To be Published in the Hinsdalean on October 20, 2016

# VILLAGE OF HINSDALE

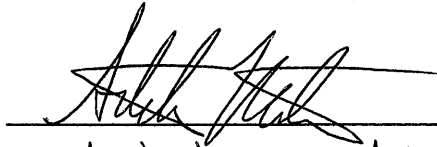
## CERTIFICATION OF PROPER NOTICE

### REGARDING APPLICATION FOR PUBLIC HEARINGS AND MEETINGS

I, Aaditya Mahajan, being first duly sworn on oath, do hereby certify that I caused written notice of the filing of my application for a public hearing and or meeting to be given to owners of record of property within 250 feet of any part of the subject property. I further certify that I gave such notice in the form required by the Village (Certified Mail) and that I gave such notice on 10/21/16.

Attached is a list of all of the addresses of property to whom I gave such notice and the receipts of mailings.

By:



Name:

Aaditya Mahajan

Address:

808 Megan Ct, Westmont, IL 60559

Subscribed and sworn to before me

This 2nd day of November, 2016.

By: Diana L. Kreifel  
Notary Public






## MEMORANDUM

**DATE:** November 9, 2016

**TO:** Chairman Cashman and Plan Commissioners

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

**FROM:** Chan Yu, Village Planner 

**RE:** S.E. Corner of 55<sup>th</sup> St. and County Line Rd. – Hinsdale Meadows Planned Development  
**\*Continuation from October 12, 2016\*** Public Hearing for a Text Amendment to allow Planned Developments in the R-2 District, and concurrent 59-Unit Residential Planned Development Concept Plan Application and Special Use Permit Application

---

### Summary

The public hearing for the October 12, 2016, Plan Commission (PC) meeting to consider the: (1) Text Amendment application, (2) Planned Development Concept Plan application and (3) Special Use Permit application to develop a 59-unit residential development on a 24.5 acre site at the south east corner of 55<sup>th</sup> Street and County Line Road (R-2 Single Family Residential District) was continued for the November 9, 2016, PC meeting. Please refer to the October 12, 2016, PC minutes for the transcript in regards to the presentation, discussion and public comments during the public hearing. The applicant has resubmitted a packet with responses to the questions by the PC and updated additional information. Staff has also received two letters addressed to the PC, attached as Attachment 2 and 3.

The Board of Trustees (BOT), on September 6, 2016, referred the application packet by Hinsdale Meadows Venture, LLC for consideration by the PC. The application includes a request to allow Planned Developments, as a Special Use in any Single-Family Residential District, subject to the issuance of a special use permit, and subject to a minimum lot area of 20 acres. Currently, the Code only allows residential planned developments in the Multiple-Family Residential Districts.

The application also includes the Planned Development Concept Plan. The purpose for the Planned Development Concept Plan is to provide the applicant an opportunity to show the basic scope, character, and nature of the entire proposed plan without incurring undue cost. It is the initial step towards many public hearings, for the applicant to present the plan and allow for changes based on the input throughout the process of approval. Contingent on an approved Concept Plan, the Planned Development Detailed Plan will be submitted to refine the elements of the Concept Plan.

On July 12, 2016, the applicant, Edward James, presented to the BOT as a discussion item, the initial concept site plan with individual home elevation illustrations and floor models. The presentation material has since been posted on the Village's website and in the lobbies of Village Hall and the Hinsdale Public Library for feedback to the BOT.



## MEMORANDUM

On August 9, 2016, the BOT (First Reading item) reviewed the application and summarized the main issues for further PC discussion including: age-targeted versus age-restricted, architecture of the homes, price point of the homes, public benefits and green space. The applicant, Edward James, presented to the BOT a summary of the proposal and also spoke to some of the concerns by the BOT. Per the request by the BOT; a revised sample timeline of the approval process is attached to show potential additional PC public hearing dates.

### **Request**

The proposed Text Amendment will change Zoning Code Section 3-106, Special Uses in the Single-Family Residential Districts, to allow an application for a Planned Development in any Single Family Residential District lot of 20 acres or more. The Planned Development Concept Plan and Special Use permit application has also been submitted, simultaneously, to give the BOT and PC the basis for the request.

The Planned Development Concept Plan and Special Use permit application reflects a 59-unit residential development, featuring 27 age-targeted single family homes, 2 traditional single family homes, and 30 duplex homes on a 24.5 acre site. Two pocket parks and a sidewalk connection to Katherine Legge Park are also illustrated on the site plan.

### **Process**

Pursuant to Article 6, Section 11-601(D)(2)(a) of the Village of Hinsdale Zoning Ordinance, every properly filed and completed application for an amendment to this code, before being processed in any other manner, shall be referred to the BOT for a determination as to whether the application merits a hearing and consideration by the PC or should be summarily denied.

At the September 6, 2016, meeting, the Board unanimously approved to refer the application packet to the PC for a hearing and consideration of a text amendment to Section 3-106: Special Uses, to allow a Planned Development in any single-family residential district, subject to the issuance of a special use permit, and subject to a minimum lot area of 20 acres.

Within forty five (45) days following the conclusion of the public hearing(s), the PC shall transmit to the BOT its recommendation in the form specified by subsection [11-103\(H\)](#). The failure of the PC to act within forty five (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 as submitted.

### **Attachments:**

- Attachment 1 – Planned Development Proposal for Hinsdale Meadows Responses to Plan Commission Questions and Additional Information (Packet, dated November 9, 2016)
- Attachment 2 – Letter to the PC from Philip S. J. Moriarty, dated October 22, 2016
- Attachment 3 – Letter to the PC from Fred Krehbiel, dated October 24, 2016

# PLANNED DEVELOPMENT PROPOSAL

FOR

## *Hinsdale Meadows*

RESPONSES TO PLAN COMMISSION QUESTIONS

AND ADDITIONAL INFORMATION

November 9, 2016

Presented to

The Village of Hinsdale



By:



## Hinsdale Meadows Venture, LLC

October 28, 2016

Commissioners, Plan Commission Village of Hinsdale  
Board or Trustees, Village of Hinsdale  
Kathleen Gargano, Village Manager  
Rob McGinnis, Director of Community Development  
Chan Yu, Village Planner  
Village of Hinsdale  
Hinsdale, IL 60521

Re: **Hinsdale Meadows  
Proposed PD for 59 Residences**

We are pleased to submit with this letter, documentation responding to comments and topics discussed at the October 12, 2016 Plan Commission meeting. We look forward to reviewing this information at the next Plan Commission meeting scheduled for November 9, 2016.

The demand for **"age targeted"** housing is well known in Hinsdale and will continue. This is supported by the recent article in Builder Magazine by John McManus, a nationally known real estate consultant. To quote John McManus in a recent article in Builder Magazine,

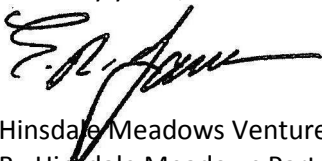
**"There are 67 million 55+ homeowners". "55% of homeowners who plan to move one more time is an impressive 27 million".**

**"19 million plan to buy a home and nearly 8 million expect to move within the next four years"**

**"The number 1-ranking influence of purchasing a new home given eight-choices,  
"Need for a change in home layout ranks highest, clearly a hybrid of need and desire"**

We look forward to our next Plan Commission meeting and appreciate the professional and courteous working relationship with the Plan Commissioners and Hinsdale Village staff.

Sincerely yours,



Hinsdale Meadows Venture, LLC  
By Hinsdale Meadows Partners, LLC, Managing Member

Edward R. James  
CC: Mike Balas  
Jerry James

**Hinsdale Meadows  
Presentation Document  
Plan Commission Meeting  
November 9, 2016**

Index

- Section 1     October 12, 2016 Slide Presentation to Plan Commission
- Section 2     Corrected "Table of Compliance"  
                 Revised to show table based on R-2 Zoning District  
                 Village of Hinsdale Certification of Proper Notice
- Section 3     Answers to questions asked by Commissioners at the October 12,  
                 2016 meeting
- Section 4     Tracy Cross Report- Hinsdale MLS data, 2014, 2015, 9 months 2016
- Section 5     Public Benefit   -   **Proposed Community Dog Park**  
                 Aerial and Ground Photos of proposed site
- Section 6     Declaration of Covenants, Conditions, Easements and Restrictions for  
                 Hinsdale Meadows
- Section 7     By-Laws Hinsdale Meadows Homeowners Association
- Section 8     Rules and Regulations for Hinsdale Meadows Homeowners  
                 Association

# HINSDALE MEADOWS

PROPOSED AGE-TARGETED  
PLANNED DEVELOPMENT

PRESENTATION TO

HINSDALE PLAN COMMISSION  
OCTOBER 12, 2016

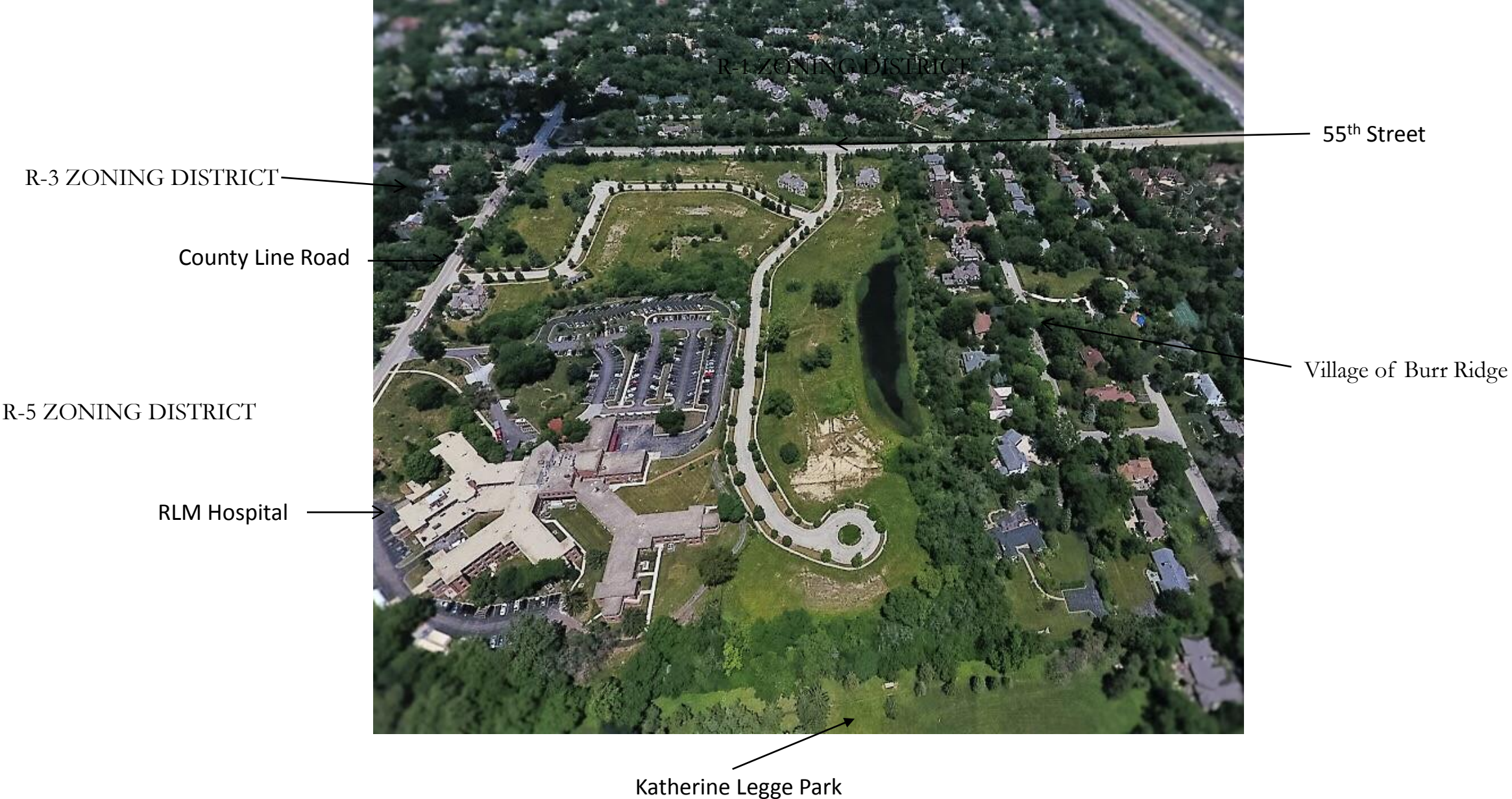
BY HINSDALE MEADOWS VENTURE, AN EDWARD R JAMES COMPANY

## DEVELOPMENT TEAM

- ★ Property Owner: Hinsdale Meadows Venture, LLC
- ★ Developer: Edward R. James Partners, LLC
- ★ Builder: Edward R. James Homes, LLC
- ★ Sales & Marketing: E.R. James Realty, LLC
- ★ Engineer: Spaceco, Inc.
- ★ Architect: BSB Design
- ★ Landscape Design: BSB Design
- ★ Traffic Engineer: Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA)
- ★ Fiscal Impact: Teska Associates
- ★ Counsel: Meltzer Purtill & Stelle, LLC

# SUBJECT PROPERTY AND ZONING REQUEST

# SUBJECT PROPERTY – 55<sup>TH</sup> AND COUNTY LINE



# ZONING REQUEST



- REQUIRED TEXT AMENDMENT APPROVAL TO: ZONING CODE SECTION 3-106:  
“SPECIAL USES, TO ALLOW A PLANNED DEVELOPMENT IN ANY SINGLE-FAMILY RESIDENTIAL DISTRICT, SUBJECT TO THE ISSUANCE OF A SPECIAL USE PERMIT, AND SUBJECT TO A MINIMUM LOT AREA OF 20 ACRES”
- APPROVAL OF SPECIAL USE PERMIT FOR 24.5 ACRE R-2 PLANNED DEVELOPMENT
- APPROVAL OF PLANNED DEVELOPMENT CONCEPT PLAN TO BE KNOWN AS HINSDALE MEADOWS

# TABLE OF COMPLIANCE & VARIANCE REQUESTS

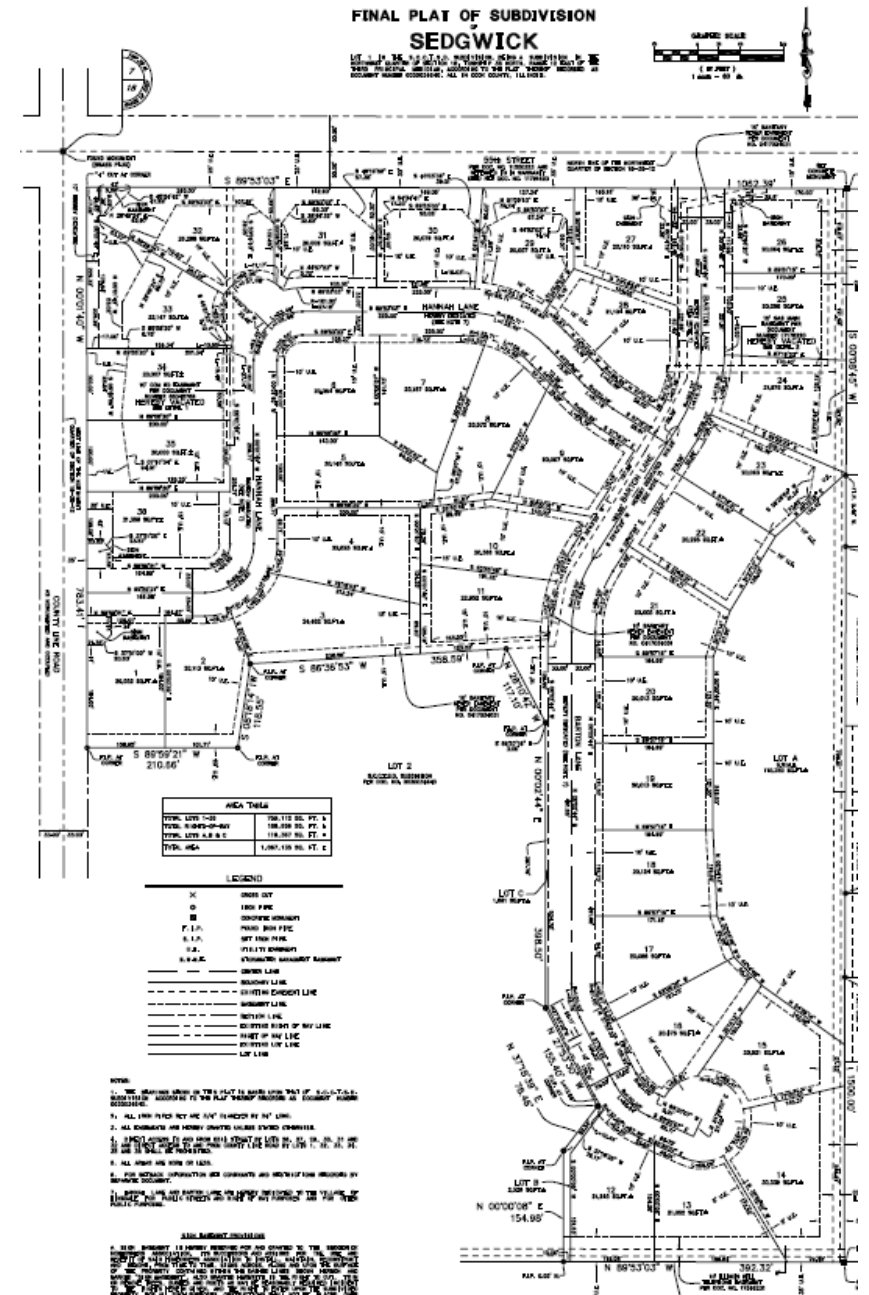
- RELIEF OF MINIMUM R-2 ZONING DISTRICT MINIMUM LOT AREA, FRONT & SIDE YARD SETBACKS, AND LOT WIDTH REQUIREMENTS SHOWN IN TABLE BELOW
- REQUESTING SUCH OTHER RELIEF AS MAY BE REQUIRED UNDER THE ZONING AND SUBDIVISION CODES TO ALLOW FOR THE PLANNED DEVELOPMENT

	Minimum Code Requirements		Proposed/Existing Development	
			Single Family	Duplex (Duet)
Minimum Lot Area (s.f.)	20,000	➡	SF10,000	MF 15,000
Minimum Lot Depth	125		125'	125'
Minimum Lot Width	100'	➡	56' Lot 32 see map	85'
Building Height	30'		30'	30'
Number of Stories	3 floors		2	2
Front Yard Setback	35'	➡	30'	30'
Corner Side Yard Setback	35'	➡	30'	30'
Interior Side Yard Setback	10'	➡	8'	9'
Rear Yard Setback	25'		25'	25'

# EXISTING SITE PLAN

- R-2 ZONING
- 36 LARGE SIZE DETACHED SINGLE FAMILY HOMES (1.5 DU/ACRE)

**UNITS: 36**



# EXISTING SITE AND ROAD NETWORK



County Line Road

Hannah Lane

Home to be retained

55<sup>th</sup> Street

Homes to be removed

Detention Pond

Barton Lane

# PROPOSED SITE PLAN

# PROPOSED AGE-TARGETED PLAN

- R-2 PLANNED DEVELOPMENT
- 44 BUILDINGS (1.8/ACRE)
- 59 UNITS (2.4 DU/ACRE)
- 29 DETACHED SINGLE FAMILY HOMES (AVG. LOT SIZE 12,285 SF, MIN 10,000 SF)
- 30 DUPLEX (DUET) HOMES (AVG. COMBINED LOT SIZE 17,920 SF, MIN COMBINED 15,000 SF)
- FEE SIMPLE OWNERSHIP
- TWO PARKS (44,000+ SF) – COMMON OPEN SPACE
- SIDEWALK CONNECTION TO KATHERINE LEGGE PARK



# PROPOSED PLAN



## MINIMUM PERIMETER SETBACKS:

55 <sup>TH</sup> STREET:	50-75 FEET
COUNTY LINE ROAD (EXISTING LOT 1):	35 FEET
COUNTY LINE ROAD: (LOTS 3 TO 7)	75 FEET
EAST PROPERTY LINE:	50 FEET
SOUTH PROPERTY LINE – KLM PARK:	50 FEET
SOUTH PROPERTY LINE – SIDE YD TO HOSPITAL :	10 FEET

## MINIMUM HOME SEPARATIONS:

SINGLE FAMILY:	16 FEET
DUPLEX BUILDINGS:	18 FEET

## BLDG COVERAGE, LOT COVERAGE AND FAR:

### BUILDING COVERAGE:

PROPOSED TOTAL COVERAGE ON FEE SIMPLE LOTS	= 25%
MAXIMUM PERMITTED IN R-2 ZONING DISTRICT	= 25%

### LOT COVERAGE:

PROPOSED TOTAL COVERAGE ON FEE SIMPLE LOTS	= 33%
MAXIMUM PERMITTED IN R-2 ZONING DISTRICT	= 50%

### FLOOR AREA RATIO (FAR):

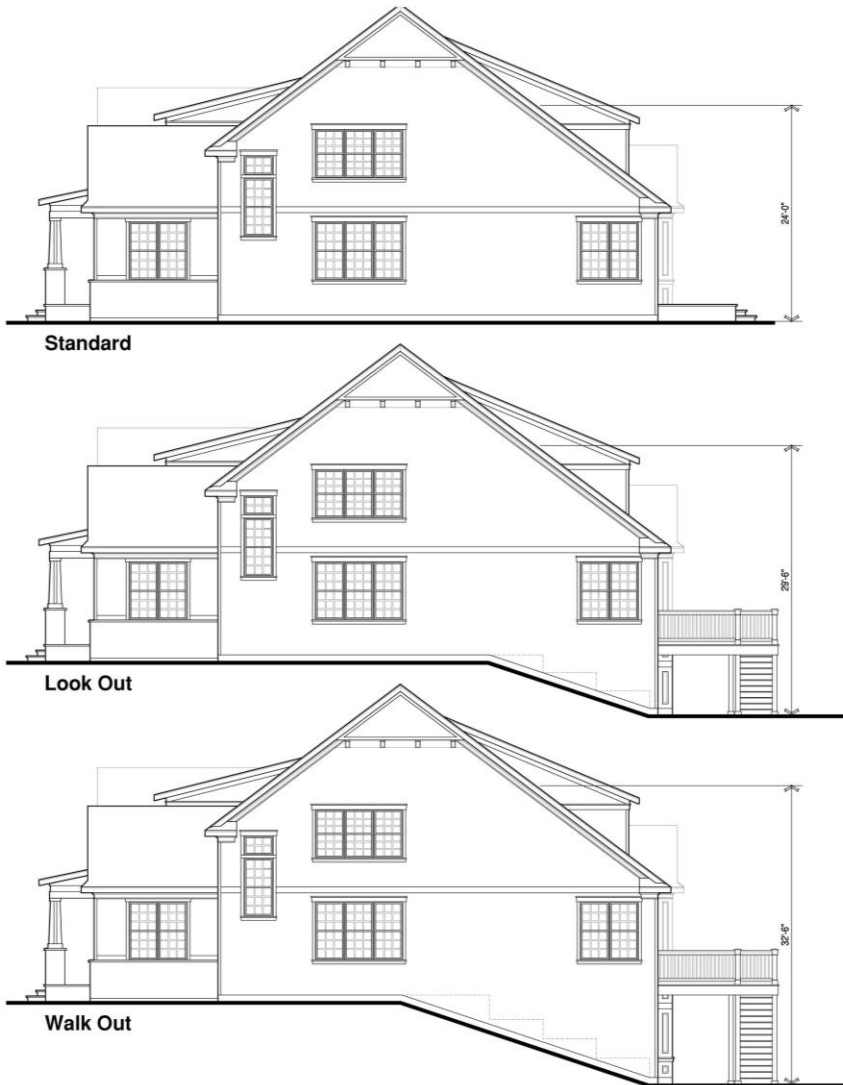
- ZONING CODE INCLUDES WALKOUT BASEMENTS IN FAR
- REQUESTED RELIEF INCLUDES 8.25% PERMITTED INCREASE IN MAX. FAR TO ACCOMMODATE DUPLEX HOMES AND WALKOUT BASEMENTS

## PROPOSED PLAN – BASEMENT CONFIGURATIONS

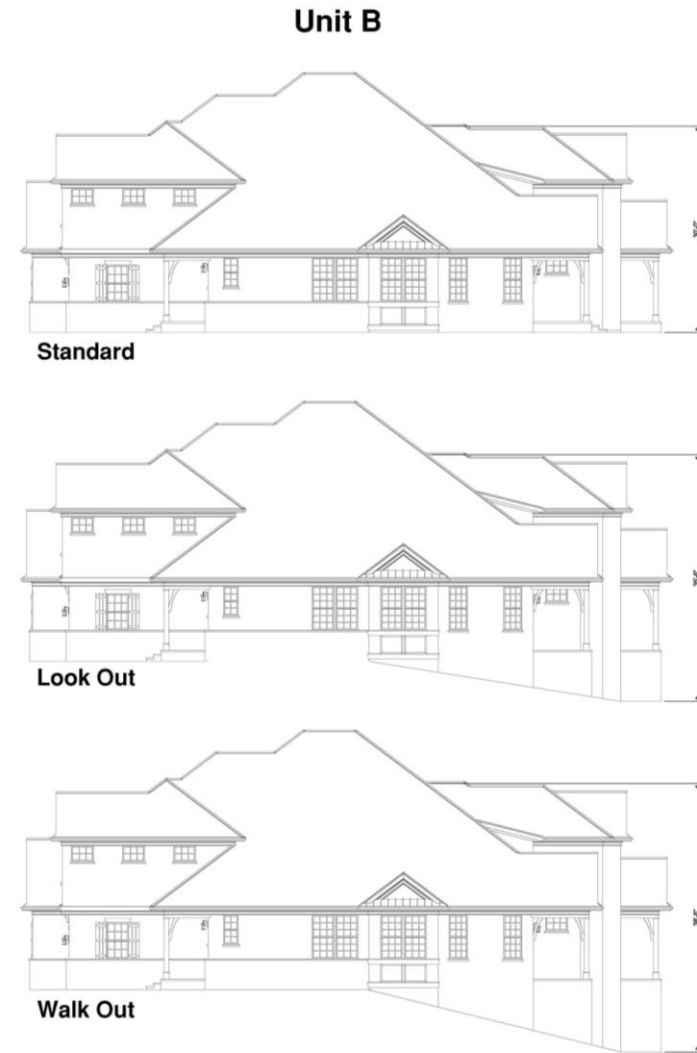
Basement Type	Single Family	Duplex	Total
Standard	12	12	24
Lookout	7	12	19
Walkout	10	6	16
<b>Total</b>	<b>29</b>	<b>30</b>	<b>59</b>



# BUILDING HEIGHTS – SINGLE FAMILY AND DUPLEX



SINGLE FAMILY ROOF HEIGHTS



DUPLEX ROOF HEIGHTS

BUILDING HEIGHTS AT STREET LEVEL MEET REQUIREMENTS. SOME HOMES WITH WINDOW AND WALKOUT BASEMENTS WILL EXCEED 30' IN THE REAR ELEVATION AND NEED TO BE APPROVED.

# MARKET FEASIBILITY BY TRACY CROSS & ASSOCIATES

# MARKET FEASIBILITY



## SINGLE FAMILY CLOSINGS: 2014 - SEPTEMBER 2016 — HINSDALE AND BURR RIDGE, ILLINOIS —

Price Range	Total Closings by Year					
	2014		2015		Jan-Sep 2016	
	Number	Percent	Number	Percent	Number	Percent
Under \$500,000	92	22.2	81	20.2	52	15.1
500,000 - 749,999	99	23.9	81	20.2	79	22.9
750,000 - 999,999	86	20.7	84	21.0	65	18.8
1,000,000 - 1,249,999	40	9.6	44	11.0	49	14.2
1,250,000 - 1,499,999	27	6.5	49	12.2	43	12.5
1,500,000 - 1,749,999	33	8.0	14	3.5	21	6.1
1,750,000 - 1,999,999	16	3.9	12	3.0	13	3.8
2,000,000 - 2,249,999	8	1.9	8	2.0	7	2.0
2,250,000 - 2,499,999	6	1.4	5	1.3	3	0.9
2,500,000 - 2,749,999	2	0.5	7	1.8	4	1.2
2,750,000 - 2,999,999	—	—	5	1.3	3	0.8
3,000,000 & Above	6	1.4	10	2.5	6	1.7
<b>Total</b>	<b>415</b>	<b>100.0</b>	<b>400</b>	<b>100.0</b>	<b>345</b>	<b>100.0</b>
<b>Median Price</b>	----- \$797,100 -----		----- \$864,284 -----		----- \$909,573 -----	
<b>Average Days on Market</b>	----- 136 -----		----- 163 -----		----- 173 -----	

Source: Midwest Real Estate Data, LLC

Source: Tracy Cross & Associates

84.6% OF 2015 HOME  
CLOSINGS IN THE HINSDALE AND  
BURR RIDGE SUBMARKET WERE  
SOLD FOR UNDER \$1,500,000

# SINGLE FAMILY HOME INVENTORY – HINSDALE/BURR RIDGE



## SINGLE FAMILY HOME INVENTORY IN MONTH'S SUPPLY HINSDALE AND BURR RIDGE, ILLINOIS

Price Range	Total Closings Jan-Sep 2016 (Annualized)	Current Listings As of 9/30/2016	Months of Inventory
Under \$500,000	69	32	5.57
500,000-749,999	105	68	7.77
750,000-999,999	87	79	10.90
1,000,000-1,249,999	65	49	9.05
1,250,000-1,499,999	57	55	11.58
1,500,000-1,749,999	28	33	14.14
1,750,000-1,999,999	17	38	26.82
2,000,000-2,249,999	9	15	20.00
2,250,000-2,499,999	4	12	36.00
2,500,000-2,749,999	5	9	21.60
2,750,000-2,999,999	4	12	36.00
3,000,000 & Above	8	20	30.00
<b>Total</b>	<b>458</b>	<b>422</b>	<b>11.05</b>

Source: Midwest Real Estate Data, LLC

## CURRENT CONDITIONS:

- 8.87 MONTHS OF CURRENT SUPPLY OF HOMES PRICED <\$1,500,000
- 22.24 MONTHS OF CURRENT SUPPLY OF HOMES PRICED >\$1,500,000

## CONCLUSION:

- LOW DEMAND FOR HOMES PRICED > \$1,500,000 AS WOULD BE BUILT UNDER CURRENT 36-UNIT PLAN

# MARKET CONDITIONS AND DEMAND FOR AGE-TARGETED HOMES

## MARKET NEED:

- PUBLIC SUPPORT WAS EXPRESSED FOR “EMPTY-NESTER” HOUSING FOR THE HINSDALE MEADOWS SITE DURING THE FEBRUARY 2, 2016 PUBLIC MEETING
- TRACY CROSS REPORT CONCLUDES THAT AN AGE-TARGETED PROGRAM FOR THE HINSDALE MEADOWS SITE IS “VIALE”, WHILE DEMAND FOR 36 LARGE TRADITIONAL SINGLE FAMILY HOMES IS “SHALLOW”
- VIABILITY OF PROPOSED 59-UNIT PROGRAM IS “ESPECIALLY TRUE CONSIDERING THE LACK OF AVAILABLE EMPTY-NESTER PRODUCT IN HINSDALE AND BURR RIDGE”.

Based upon this high level review of the Hinsdale/Burr Ridge single family home market, should James proceed with a more traditional, upper-end single family community within its Sedgwick property, projected price points of \$1.6 million and above will place the development within the shallowest reaches of demand.

Conversely, an age-targeted program including duplexes starting in the \$900,000s and detached single family homes starting near the \$1.1 million mark, represents a viable option from the standpoints of overall marketability, absorption and potential level of success. This is especially true considering the lack of available empty-nester product in Hinsdale and Burr Ridge, coupled with ample demographic and demand support. For example, there are currently 1,154 households in Hinsdale and Burr Ridge alone aged 55 to 64 with incomes of \$200,000 or more. This number is expected to grow to 1,330 by 2016. This particular consumer segment, many of which desire low maintenance, empty-nester type housing product, have very limited choices in the local area, especially in the new construction sector of the market.

# MARKET CONDITIONS AND DEMAND FOR AGE-TARGETED HOMES

May 27, 2015

BUILDER

## BABY BOOMERS ARE DRIVING THE HOUSING MARKET

New research shows that consumers aged 55 and older will buy more than half of the new U.S. homes in the next five years.



NAHB senior vice president Sharon Dworkin Bell spoke about this and other compelling data about Baby Boomers at Epcon's annual conference of Franchise Builders in Columbus, Ohio. She pointed out that [Metrostudy](#) research predicts that people 55+ will buy more than half of the new homes sold in the next five years.

As a result of people living longer and healthier lives, there is a massive demand for active adult housing, and there are not enough builders focusing on the needs and desires of 55+ buyers to meet that demand, she concluded.

Source: Builder Magazine, May 27, 2015

## The McMansion's day has come and gone

The popularity of McMansions has collapsed - along with the prices. Homeowners seeking to unload have found demand lacking, along with a diminished asking price, Trulia found.



[Gail Marks Jarvis](#) [Contact Reporter](#) Chicago Tribune

When Dr. Kishin Ramani decided to sell his six-bedroom, Georgian-style home on a half-acre lot in Hinsdale three years ago, it never occurred to him that he'd be resigned to accepting far less than he paid when he bought the home in 2005.

Ramani was immediately drawn to the home, built in 2003, because "it was gorgeous and airy, with the highest ceilings I'd seen." A recent appraisal said it is worth \$2.5 million. But after years on the market, and dropping the price three times to \$1.99 million, he says he is ready to take a \$600,000 loss on the home because he has little choice.

He needs to move soon into a new home he had built in Oak Brook for his wife, Dr. Suman Kaur, his two children and his parents, and he has no interest in keeping two homes.

Now, as he digests the loss he must take, he notices other homeowners nearby going through the same shock with homes known as McMansions. One neighbor recently marked his home down \$750,000 to \$1.95 million.

Source: Chicago Tribune September 9, 2016

# RATIONALE FOR AN AGE-TARGETED VS. AGE-RESTRICTED COMMUNITIES

BASED ON TRACY CROSS & ASSOCIATES LETTER DATED MAY 26, 2016:

- A. AGE-RESTRICTING THE COMMUNITY WOULD LIMIT TARGET MARKET AND EXCLUDE POTENTIAL NEW RESIDENTS
  - 1. EXCLUDES NON-TRADITIONAL HOUSEHOLDS IN THE 40-54 AGE BRACKETS
  - 2. SIGNIFICANT MARKETING IMPEDIMENT
- B. SURVEYS AND MARKET DATA INDICATE THAT ONLY 27-30% OF 55+ AGED BUYERS WOULD CONSIDER BUYING IN AN AGE-RESTRICTED COMMUNITY
- C. VERY LARGE-SCALE, DESTINATION-ORIENTED COMMUNITY SIZE REQUIRED FOR SUCCESSFUL AGE-RESTRICTED COMMUNITIES

# FISCAL IMPACT BY TESKA & ASSOCIATES

# FISCAL IMPACT AND STUDENT-GENERATION CONSIDERATIONS

*Current Student Enrollment Levels at Comparable Age-Targeted Communities:*

**Table 4: School-Age Children by Development**

SCHOOL- AGE CHILDREN BY DEVELOPMENT												
Development Name	Savoy Club	Field Stone Club	Chasemoor	Lake Ridge Club	Burr Ridge Club	Heather-field	Fox Meadow	Hibbard Gardens	Royal Ridge	Regent Woods	Westgate	Average
Comparable Homes	52	60	192	68	73	70	26	6	77	35	29	
K-8 School Age children	4	0	6	0	0	7	2	0	1	0	5	
HS School Age children	4	1	3	0	0	0	0	0	0	0	3	
Elementary students per unit	0.08	0.00	0.03	0.00	0.00	0.10	0.08	0.00	0.01	0.00	0.17	0.04
High school students per unit	0.08	0.02	0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.10	0.02

***Average Students: Elementary Students = 0.04 & High School = 0.02 per Unit***

# FISCAL IMPACT AND STUDENT-GENERATION CONSIDERATIONS

*Comparison of Population and New Students at Hinsdale Meadows Site:*

**Table 6: Forecasted Population**

	Total Persons	ES	HS
<b>Proposed Site Plan</b>			
Conventional 4 Bedroom single family detached	7.2	1.6	0.4
3 Bedroom single family master bedroom down	116.9	2.3	1.1
Total (rounded)	124	4	2
<b>Current Zoning</b>			
Conventional 4 Bedroom single family detached	128.9	29.2	7.9
Total (rounded)	129	29	8

Hinsdale Meadows Reduced Population and New Students: -4%                      -86%                      -75%

# FISCAL IMPACT AND STUDENT-GENERATION CONSIDERATIONS

## Annual Property Tax Revenue Comparison:

	Proposed Site Plan	Current Zoning for 36 homes
<b>Site Characteristics</b>		
3 BR Attached	30	0
3 BR Detached	27	0
4 BR Detached	2	36
Total # of Homes	59	36
<b>Population</b>		
Total Population	124	129
CCSD 181 Students	4	29
HSD 86 Students	2	8
<b>CCSD 181</b>		
Property Tax Revenue	\$514,685	\$429,180
Other Revenue	\$6,122	\$44,388
Total Revenue	\$520,807	\$473,568
<b>HSD 86</b>		
Property Tax Revenue	\$283,883	\$236,722
Other Revenue	\$4,600	\$18,216
Total Revenue	\$288,483	\$254,938
<b>Village of Hinsdale</b>		
Property Tax Revenue	\$71,851	\$59,914
Other Revenue	\$23,952	\$21,867
Total Revenue	\$95,803	\$81,781
<b>Total Property Tax Revenue for School and Municipal Districts</b>		
	\$870,419	\$725,816
<b>Total Revenue for School and Municipal Taxing Districts</b>		
	\$905,093	\$810,287

## Annual Hinsdale CCSD 181 Fiscal Impact Comparison:

Hinsdale CCSD 181	Proposed Plan	Current Zoning
Elementary School-Age Children	4	29
Property Tax Revenue	\$514,685	\$429,180
Revenues (state & federal aid)	\$6,122	\$44,388
<b>Total Revenue</b>	<b>\$520,807</b>	<b>\$473,568</b>
Expenses (cost of additional teacher)	N/A	-\$75,000
<b>Net Impact</b>	<b>\$520,807</b>	<b>\$398,568</b>

Est. Net Rev. Increase Dist. 181 +\$122,000,+31%

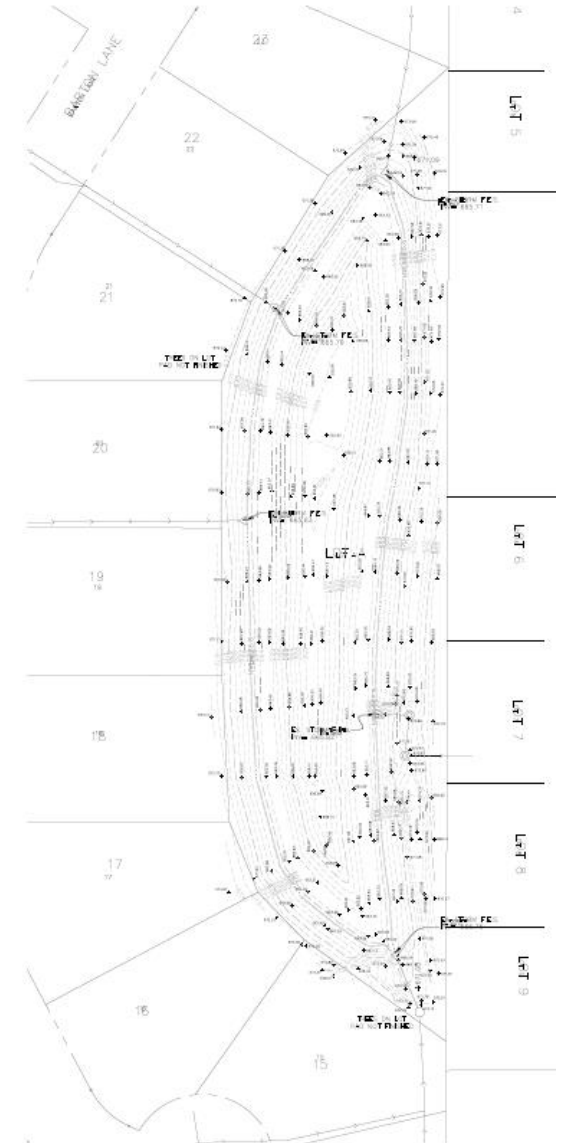
Increased Village Tax Revenue +12%

# STORM WATER MANAGEMENT

# STORM WATER MANAGEMENT DETAIL

- RETAIN DETENTION POND
- PROPOSED INCREASE IN EXISTING DETENTION CAPACITY TO 9.21 AC-Ft (0.4 AC-Ft INCREASE)
- RAISE EXISTING OUTFALL STRUCTURE BY 0.2 FEET
- REVISED DETENTION POND CAPACITY PROVIDES SUFFICIENT CAPACITY FOR PROPOSED PLAN

SOURCE: SPACECO, INC.



# STATEMENT OF TRAFFIC GENERATION

# TRAFFIC GENERATION

Table 1  
TRIP GENERATION SUMMARY

Land Use Type	Density (Units)	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Daily
		In	Out	Total	In	Out	Total	
Proposed Development								
• Single-Family Detached (LUC 210)	2	1	2	3	2	1	3	19
• Senior Adult Housing- Attached (LUC 252)	30	<u>2</u>	<u>4</u>	<u>6</u>	<u>5</u>	<u>4</u>	<u>9</u>	<u>111</u>
• Senior Adult Housing- Detached (LUC 251)	27	<u>12</u>	<u>23</u>	<u>35</u>	<u>10</u>	<u>7</u>	<u>17</u>	<u>146</u>
<b>Total:</b>		<b>15</b>	<b>29</b>	<b>44</b>	<b>17</b>	<b>12</b>	<b>28</b>	<b>276</b>
Previously Approved Development								
• Single-Family Detached (LUC 210)	36	<u>9</u>	<u>26</u>	<u>35</u>	<u>26</u>	<u>16</u>	<u>42</u>	<u>410</u>
<b>Difference</b>		<b>+6</b>	<b>+3</b>	<b>+9</b>	<b>-9</b>	<b>-4</b>	<b>-13</b>	<b>-134</b>
LUC – ITE Land Use Code								

## BASED ON INSTITUTE OF TRAFFIC ENGINEERS (ITE) TRIP-GENERATION RATES:

- *33% FEWER P.M. PEAK HOUR TRIPS COMPARED TO EXISTING PLAN (28 TRIPS VS 42 TRIPS)*
- *INCREASE IN A.M. PEAK HOUR TRIPS BY 26% COMPARED TO EXISTING PLAN (44 TRIPS VS 35 TRIPS) – Approximately one additional trip every six and one half minutes*

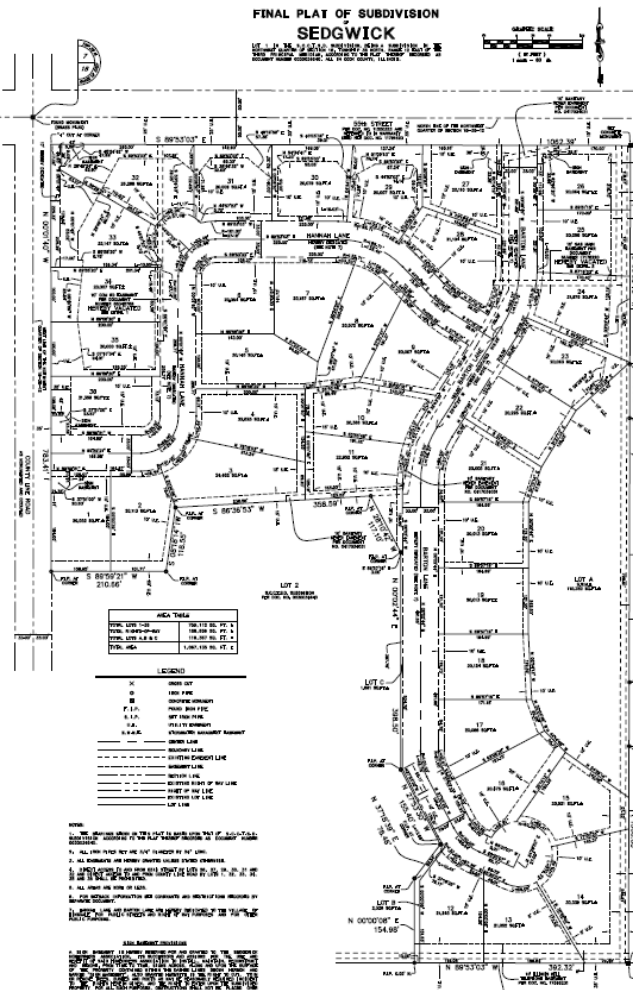
As can be seen from Table 1, when compared with the previously approved development, the proposed development will generate an additional nine trips during the morning peak hour (one additional trip every approximately six and a half minutes), 13 fewer trips during the evening peak hour, and 134 fewer trips on a daily basis which is a 33 percent reduction.

Based on that and given the two access roadways off 55<sup>th</sup> Street and County Line Road that serve the site which allow for efficient disbursement of site traffic, the traffic that will be generated by the proposed development can be adequately accommodated and is consistent with the impact of the previously approved plan.

**Total Daily Traffic Reduction 33%**

# OPEN SPACE COMPARISON AND PUBLIC BENEFITS

# OPEN SPACE COMPARISON



**Recap of Total Site Area:**

	Sedgwick	Hinsdale Meadows
Fee Simple Lot Area	759,112	640,053
Detention Area Open Space	115,380	138,325
Legge Park Connection	2,236	2,236
Other Common Open Space	1,751	97,865
Right of Way	188,656	188,656
<b>Total Site Area</b>	<b>1,067,135</b>	<b>1,067,135</b>

**Total Open Space Included Above:**

		Hinsdale		
Common Open Space:	Sedgwick	Meadows	Common Open Space Definition:	
Total Detention Area	115,380	138,325	Open space held by private ownership, regularly available for use by the occupants of more than one dwelling or the users of more than one non-residential Building.	
Total Park A	N/A	33,205		
Total Park B	N/A	11,549		
Center Open Space	N/A	31,748		
Fringe Open Space Area	1,751	21,363		
<b>Total Common Open Space</b>	<b>117,131</b>	<b>236,190</b>		
<b>Total Common Open Space Without Detention Area</b>	<b>1,751</b>	<b>97,865</b>	Substantial increase in common open space.	

<b>Est. Private Open Space:</b>	<b>Sedgwick</b>	<b>Hinsdale Meadows</b>	<b>Private Open Space Definition:</b>
Green Space on Private Lots	483,402	424,318	Open space held in private ownership, the use of which is normally limited to the occupants of one dwelling or the users of one non-residential building.
<b>Total Private Open Space</b>	<b>483,402</b>	<b>424,318</b>	
Fee Simple Lot Area	<b>759,112</b>	<b>640,053</b>	Larger lot sizes in current plan allow for greater building coverage compared to proposed plan
% Private Space on Lot Area	<b>64%</b>	<b>66%</b>	

<b>Public Open Space:</b>	<b>Sedgwick</b>	<b>Hinsdale Meadows</b>	<b>Public Open Space Definition:</b>
<b>Legge Park Connection *</b>	2,236	2,236	Open space dedicated to or owned by any government or governmental agency or authority.
<b>Total Public Open Space</b>	<b>2,236</b>	<b>2,236</b>	

\* To be determined if this will be a Hinsdale Meadows sidewalk connection or part of the public sidewalks.

Combined Total All Open Space:	602,769	662,744	More open space will be required to be provided under proposed plan vs. current plan.
% of Total Site Area	56%	62%	



## Combined Total Open Space Comparison:

**Current Plan 56%**

## Proposed Plan 62%

# Public Benefits

1. Residents expressed the desire for age-targeted type homes
2. Control and certainty of design and quality for the neighbors
3. Assurance of maintenance and quality over time
4. Less student generation and positive fiscal impact for the schools
5. Pedestrian Connection to Katherine Legge Park
6. Storm water management – reduced potential for downstream flooding
7. Less traffic and positive municipal revenue impact
8. Usable open space not otherwise available with existing plan

# ARCHITECTURE

## Single Family Homes Model Summary

<u>Model</u>	<u>Size (SF)</u>	<u>Size (SF) – With Bonus Room</u>	<u># Bedrooms</u>
Plan A	2,677	2,914	3
Plan B	2,645	3,152	3
Plan C	3,246	3,444	3
Plan D	3,105	3,535	3

# Single Family - Plan A (Elevation 1)

3-BR - 2,914 Sq. Ft. - Front Load Garage



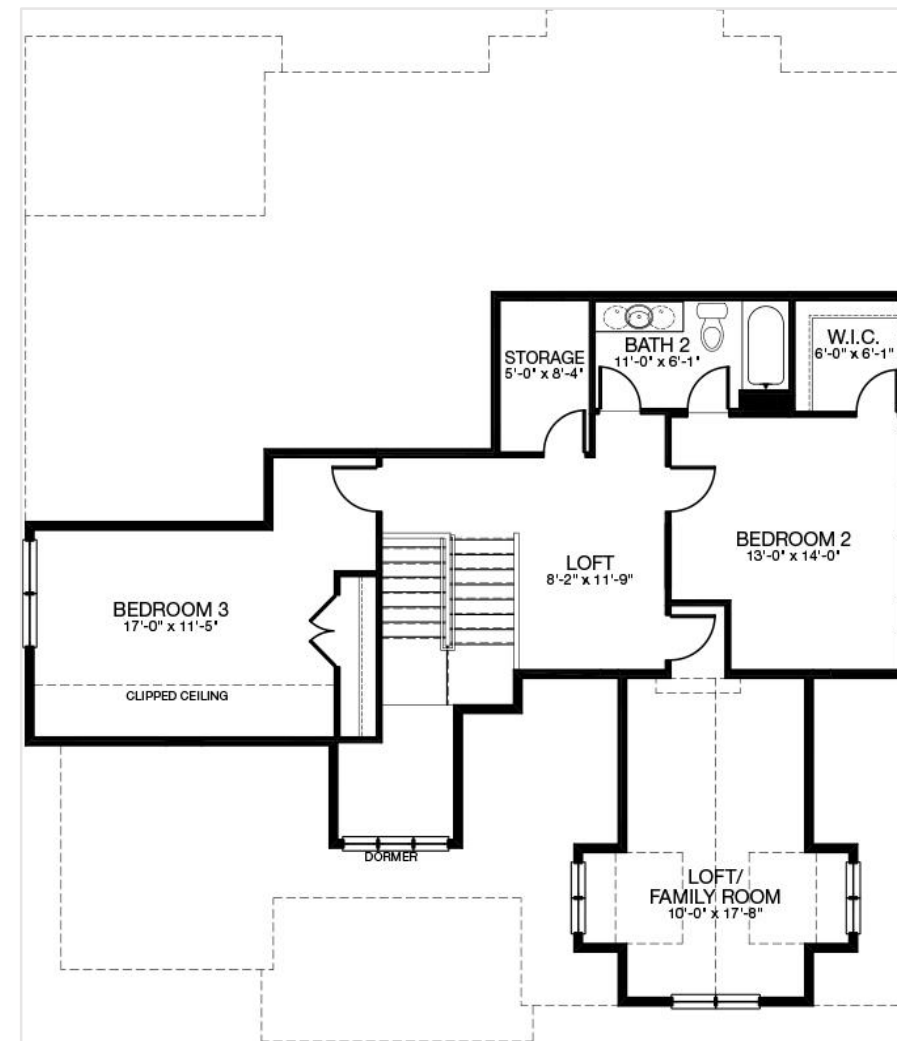
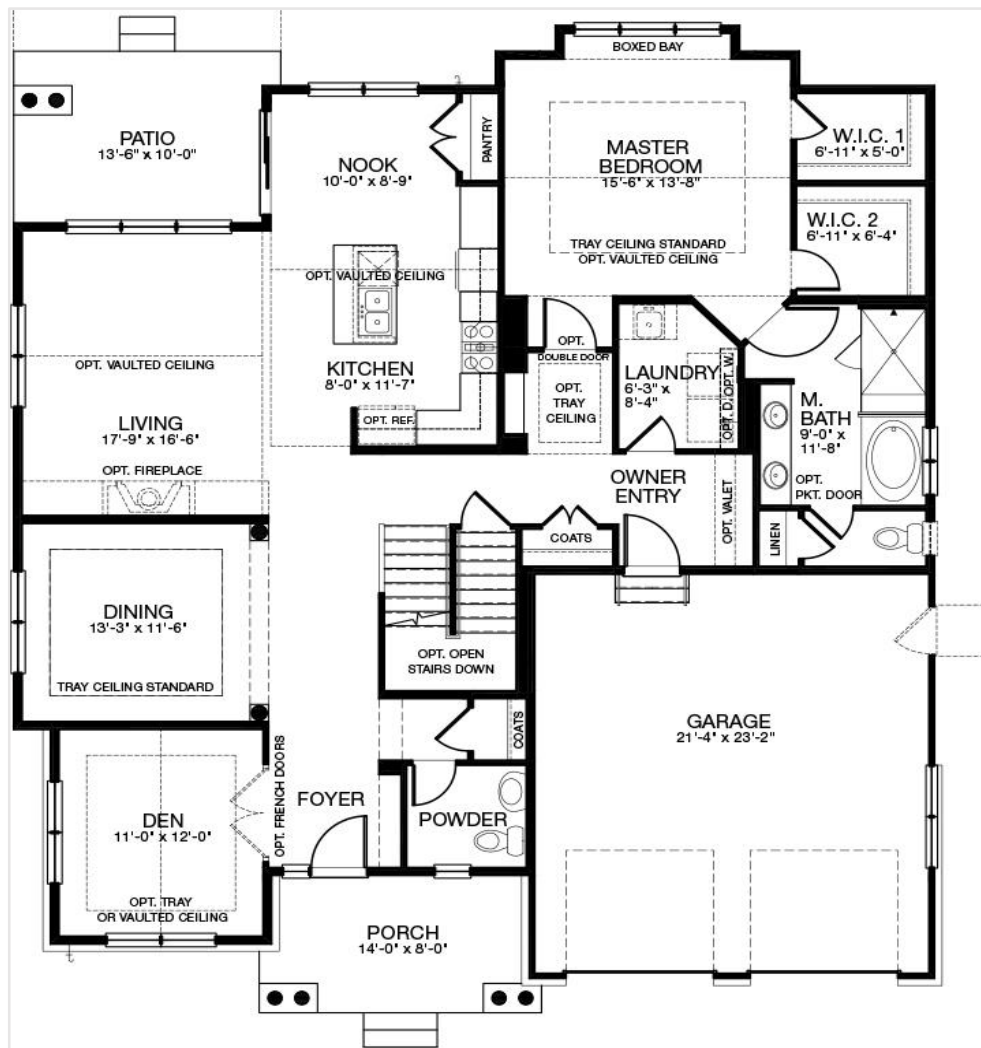
# Single Family - Plan A (Elevation 2)

3-BR - 2,914 Sq. Ft. - Front Load Garage



# Single Family - Plan A

3-BR - 2,914 Sq. Ft. - Front Load Garage



# Single Family - Plan B (Elevation 1)

3-BR - 3,152 Sq. Ft. - Side Load Garage



*Hinsdale Meadows*

October, 2016

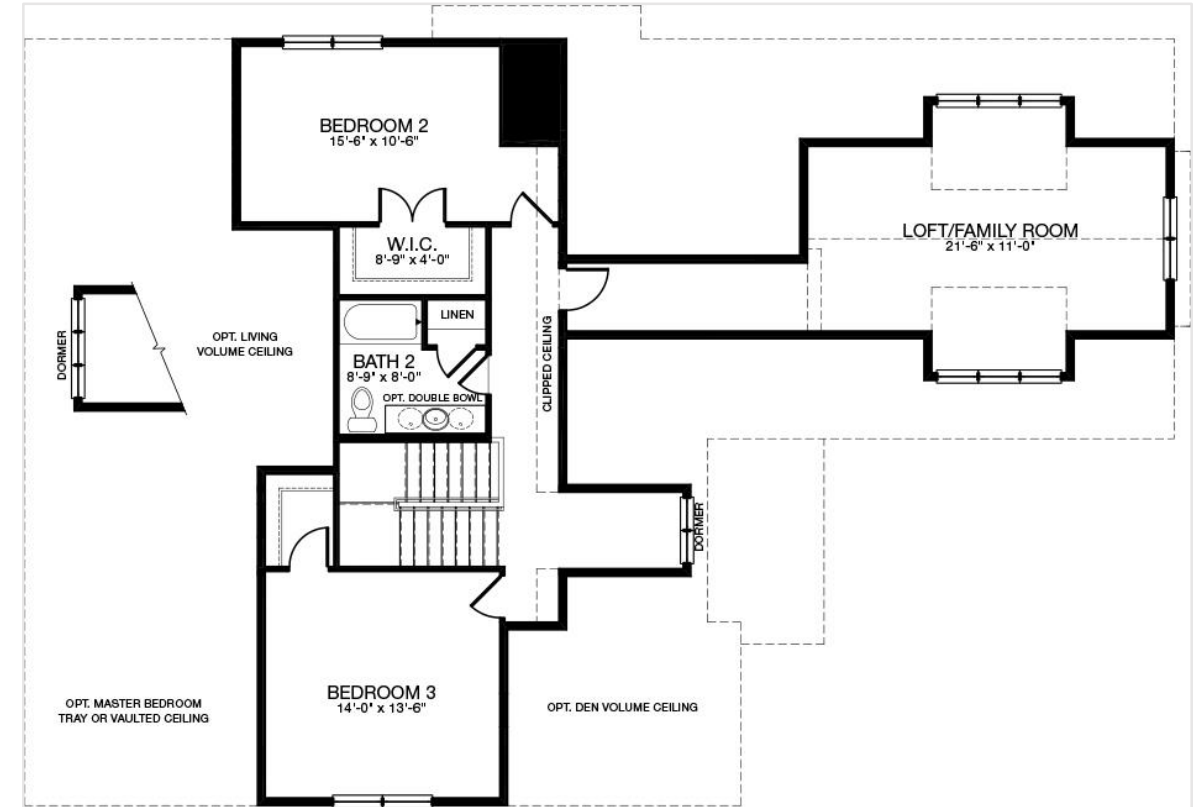
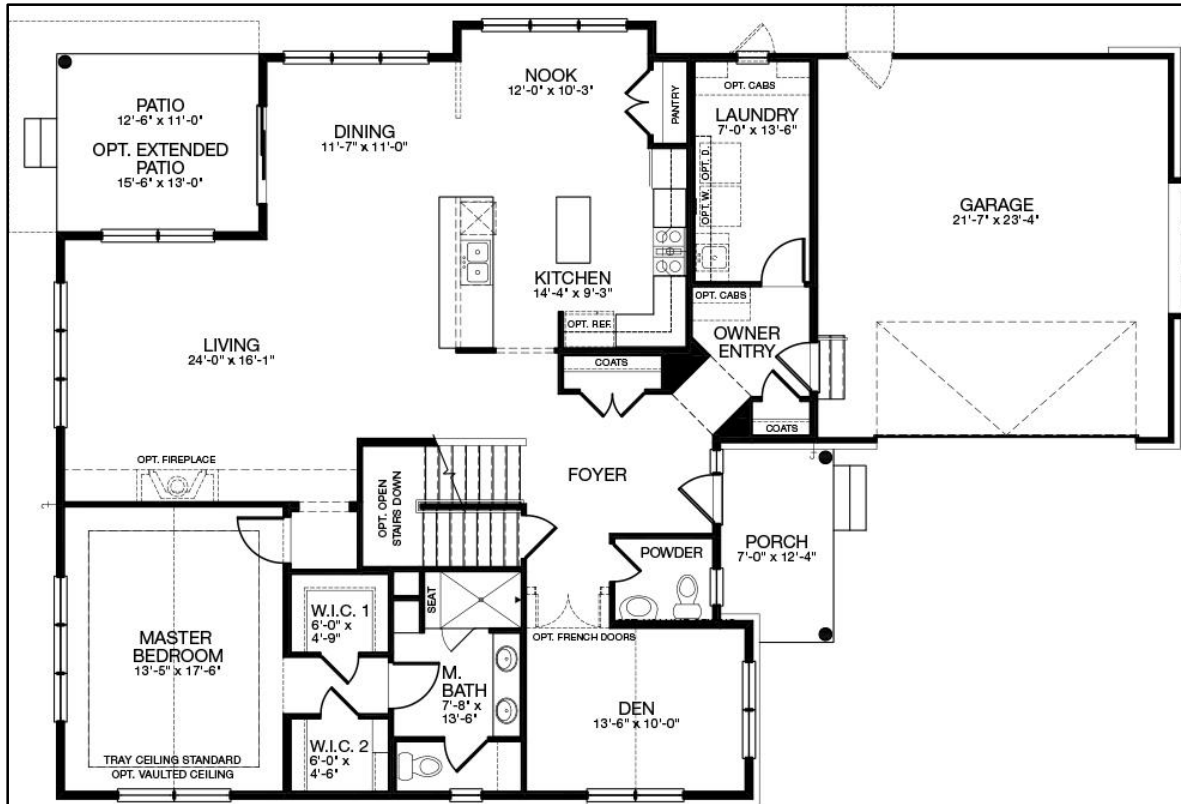
# Single Family - Plan B (Elevation 2)

3-BR - 3,152 Sq. Ft. - Side Load Garage



# Single Family - Plan B

3-BR - 3,152 Sq. Ft. - Side Load Garage



# Single Family - Plan C (Elevation 1)

3-BR - 3,444 Sq. Ft. - Front Load Garage



*Hinsdale Meadows*

October, 2016

# Single Family - Plan C (Elevation 2)

3-BR - 3,444 Sq. Ft. - Front Load Garage

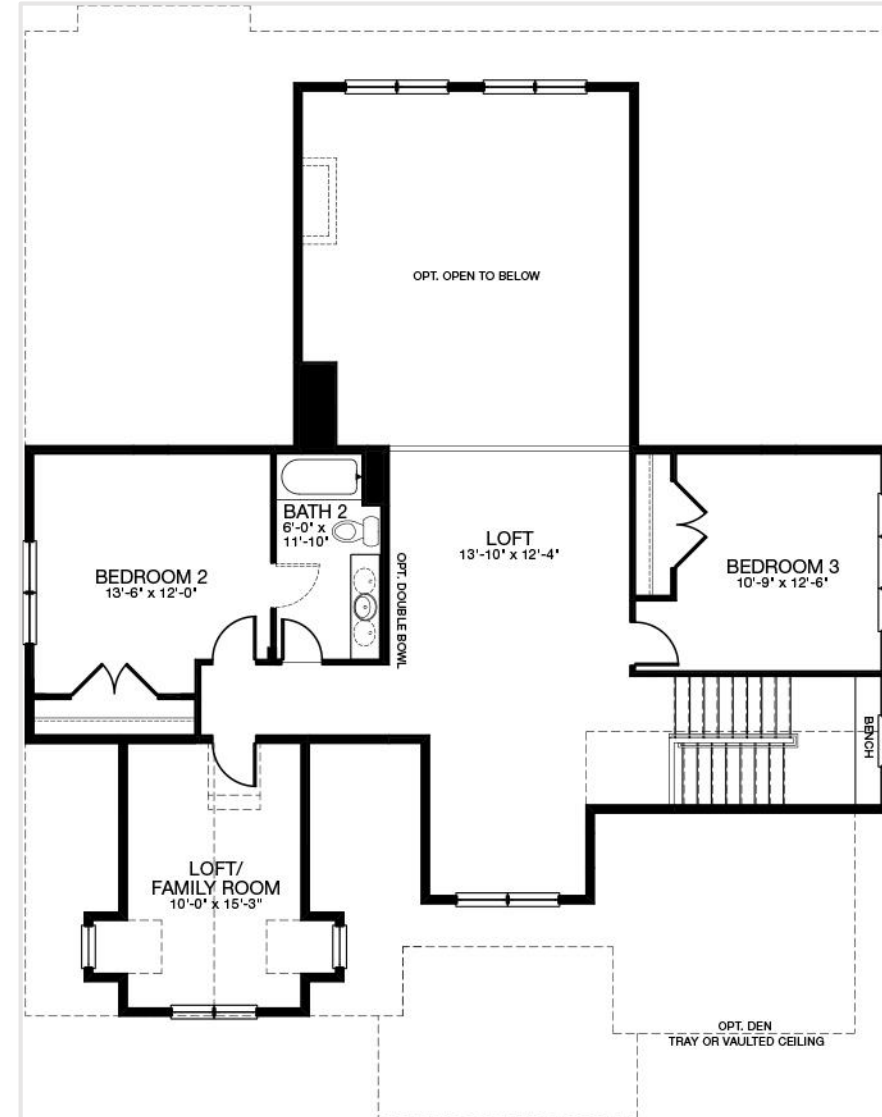


*Hinsdale Meadows*

October, 2016

# Single Family - Plan C

3-BR - 3,444 Sq. Ft. - Front Load Garage



# Single Family - Plan D (Elevation 1)

3-BR - 3,535 Sq. Ft. - Side Load Garage



*Hinsdale Meadows*

October, 2016

# Single Family - Plan D (Elevation 2)

3-BR - 3,535 Sq. Ft. - Side Load Garage

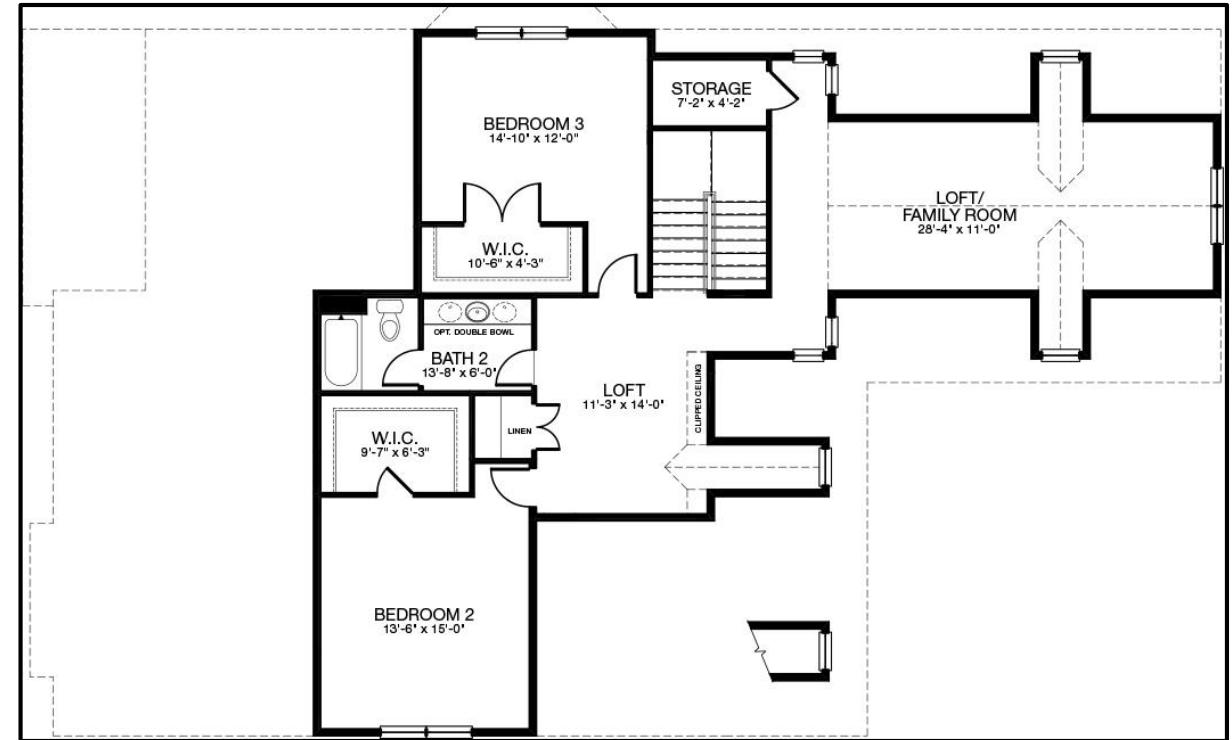
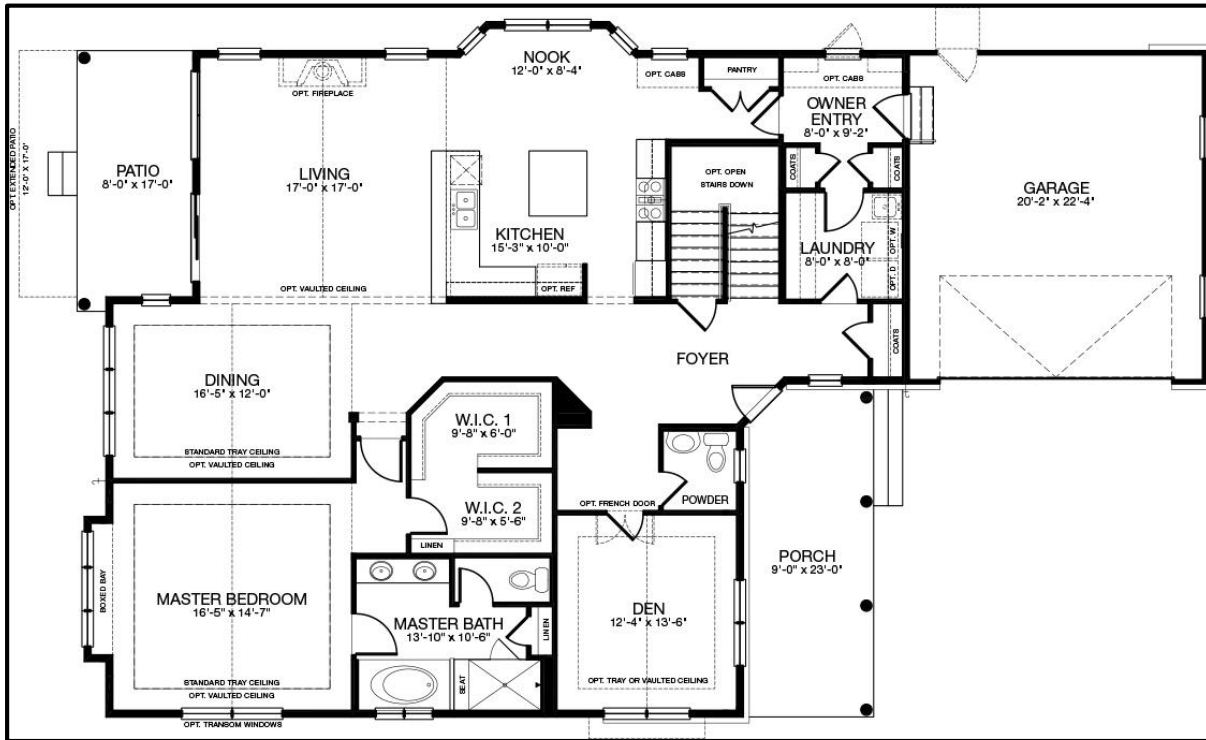


*Hinsdale Meadows*

October, 2016

# Single Family - Plan D

3-BR - 3,535 Sq. Ft. - Side Load Garage



# Interior Floor Plan Renderings (Single Family - Plan D)



## Bonus Room Option Above Garage



# The Duplexes (Front & Side Load Configuration)



*Hinsdale Meadows*

EDWARDS & KELCEY REAL ESTATE  
A Division of Keller Williams Realty  
10000 N. Lincoln Ave., Suite 100, Lincoln, NE 68504  
(402) 441-1100

October, 2016

# The Duplexes (Front Load/Front Load Configuration)



*Hinsdale Meadows*

LOWLANDS DEVELOPMENT  
EXCEPTIONAL HOMES • EXCEPTIONAL PLACES

October, 2016

## FIRST FLOOR MASTER BEDROOMS



EDWARD D. JAMES COMPANY  
LANDSCAPE ARCHITECTS



*Our mission is to create value through the creative and responsible combination of land planning, architecture, and landscape design. Our success depends on our commitment to excellence and our ability to enhance the quality of life for our residents and the communities in which we build.*



# AWARDS & RECOGNITION

Award /Recognition	Project / Recipient	Grantor
2015 Outstanding Design in New Construction – Custom Home / Gold Key Award	1425 Glenview Road Custom Home / Glenview, IL	Homebuilders Assoc. of Greater Chicago
2015 Best Overall Community – Community Design & Planning	Hibbard Gardens / Northfield, IL	Homebuilders Assoc. of Greater Chicago
Developer of The Year, 1998	The James Companies	Pioneer Press
Excellence in Housing Design, Innovation and Creativity in New Home Construction 2009, Crystal Key Award	The Residences and Shoppes of Uptown, Park Ridge, IL	Homebuilders Assoc. of Greater Chicago
Best Overall Community – Suburban / Bronze Key Award	Fox Meadow, Northfield, IL	Homebuilders Assoc. of Greater Chicago
Best Overall Community –Suburban / Silver Key Award	Southgate on The Glen, Glenview, IL	Homebuilders Assoc. of Greater Chicago
Best Overall Community – Suburban / Gold Key Award	Heatherfield, Glenview, IL	Homebuilders Assoc. of Greater Chicago
Landscape Architecture-Mixed-use Development / Gold Key Award	Fox Meadow, Northfield, IL	Homebuilders Assoc. of Greater Chicago
Outstanding Design in Land Planning – Mixed-use Development / Bronze Key Award	Fox Meadow, Northfield, IL	Homebuilders Assoc. of Greater Chicago
Excellence in Arboriculture For a tree care project of exceptional quality / 2002 Grand Award	Fox Meadow, Northfield, IL ,	The National Arborist Association
2002 Best Overall Twin Cities Real Estate Development	Grant Park Condominium and Townhomes, Minneapolis, MN	Minneapolis-St. Paul Journal
Architectural Design Multi-family 2,101 + SF / Gold Key Award	Fox Meadow, Northfield, IL	Homebuilders Assoc. of Greater Chicago
Green Growth Award, in Recognition of Environmentally Sensitive Development	Heatherfield, Glenview, IL	Partners for Environmental Transportation
Landscape- Mixed Use Development, Gold Key Award	Heatherfield, Glenview, IL	Homebuilders Assoc. of Greater Chicago
Architectural Design – Mutli-family 1,801-2,100 Square Feet: Gold Key Award	Southgate on The Glen, Glenview, IL	Homebuilders Assoc. of Greater Chicago
Landscape- Multi-family, Gold Key Award	Southgate on The Glen, Glenview, IL	Homebuilders Assoc. of Greater Chicago
Interior Merchandising – Multi-family, Gold Key Award	Southgate on The Glen, Glenview, IL	Homebuilders Assoc. of Greater Chicago
American Nurseryman, Landscaping Design, March 15, 1986 Issue – Recognition of Tree Preservation and Development Conservation Measures	Tangley Oaks / Armour Woods, Lake Bluff, IL	American Nurseryman
Lifetime Achievement Award	Edward and Kenneth James	Urban Land Institute, Chicago Chapter

# HEATHERFIELD

GLENVIEW, IL



*Hinsdale Meadows*

HEATHERFIELD  
GLENVIEW, IL

October, 2016



# FOX MEADOW

NORTHFIELD, IL



*Hinsdale Meadows*

October, 2016

# HIBBARD GARDENS

NORTHFIELD, IL



*Hinsdale Meadows*

October, 2016

## TABLE OF COMPLIANCE

Address of subject property: \_\_\_\_\_

The following table is based on the \_\_\_\_\_ Zoning District.

	Minimum Code Requirements	Proposed/Existing Development
Minimum Lot Area (s.f.)		
Minimum Lot Depth		
Minimum Lot Width		
Building Height		
Number of Stories		
Front Yard Setback		
Corner Side Yard Setback		
Interior Side Yard Setback		
Rear Yard Setback		
Maximum Floor Area Ratio (F.A.R.)*		
Maximum Total Building Coverage*		
Maximum Total Lot Coverage*		
Parking Requirements		
Parking front yard setback		
Parking corner side yard setback		
Parking interior side yard setback		
Parking rear yard setback		
Loading Requirements		
Accessory Structure Information		

\* 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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

VILLAGE OF HINSDALE

CERTIFICATION OF PROPER NOTICE

REGARDING APPLICATION FOR PUBLIC HEARINGS AND MEETINGS

I, Michael Balas, being first duly sworn on oath, do hereby certify that I caused written notice of the filing of my application for a public hearing and or meeting to be given to owners of record of property within 250 feet of any part of the subject property. I further certify that I gave such notice in the form required by the Village (Certified Mail) and that I gave such notice on September 23, 2016 mailing.

Attached is a list of all of the addresses of property to whom I gave such notice and the receipts of mailings.

By:

Michael Balas

Name:

Michael Balas, Edward R. Jans Partners LLC

Address:

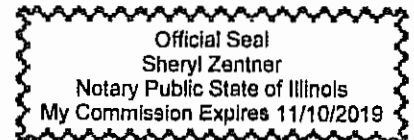
2550 Waukegan Rd., Suite 220 Glenview, IL 60025

Subscribed and sworn to before me

This 25<sup>th</sup> day of October, 2016.

By:

Sheryl Zentner  
Notary Public



## QUESTIONS AND RESPONSES - OCTOBER 12, 2016 PLAN COMMISSION MEETING

Questions from members of the Plan Commission meeting on Oct. 12, 2016 were compiled and the following are the responses to each question. We will be ready to discuss any of the questions and answers at Plan Commission meeting on November 9, 2016.

1. Q: Is the turning radius of the cul de sac at the south end of the property adequate?  
A: The engineering for the existing road system was approved by the Village, Fire and Safety Departments and meets the necessary requirements.
2. Q: Is there sufficient resident and guest parking?  
A: All homes have attached two car garages and space for not less than two guest cars on their separate driveway aprons. Off street parking will be available on the public streets serving Hinsdale Meadows as approved by the Village as they do for other public streets in the Village.
3. Q: Building Heights  
A: The building heights at the street side, at this point in our planning have been designed to meet all of the requirements. However until the final grades for the buildings have been set, the heights and elevations that will include window and walkout basements in the rear elevations cannot be accurately determined.
4. Q: Monotony issue  
A: No two elevations of any SF home will be allowed next to or across the street from the other. Model types may be next to or across the street, but each will have a different elevation. Color pallets for elevations will be different but in the same range of colors.
5. Q: Emergency Generators

A: Locations for emergency generators, if any, will be determined by the Developer as will be A/C units, as provided in the HOA documents.

6. Q: Gazebos in Parks

A: The layouts of the parks have not been finalized. They will be passive in nature and provide seating areas that are both pleasing and comfortable.

7. Q: Traffic Consultant, KLOA

A: We asked our traffic consultant to attend the meeting on Nov. 9 and answer questions regarding his Traffic Statement.

8. Q: Lost tax revenue in the last 10 years

A: This was covered in the Teska report.

9. Q: Error in Application Table of Compliance; R-1 rather than R-2.

A: This error was corrected and a new page was sent to the Village and a copy is included in the material to be reviewed November 9, 2016.

10.Q: Provide electronic copies of materials presented on Oct. 12.

A: A thumb drive of the materials presented at the meeting was given to Chan Yu the evening of the meeting. A hard copy is in Section 1.

11.Q: Confirm that there is more proposed open space in the proposed plan compared to the current plan.

A:

	Sedgwick 36-Unit Plan	Hinsdale Meadows 59-Unit Plan
Fee Simple Lot Area (a)	759,112	638,453
Maximum Coverage Ratio (R-2 vs. proposed)	50%	34%
Maximum Lot Coverage Area (b)	379,556	215,735
Minimum Private Open Space (a minus b)	379,556	422,718
Common Open Space (not counting common pond):		
Two Pocket Parks	-	44,754
Center Open Space	-	31,748
Fringe Area Open Space	-	22,963
Total Minimum Open Space	379,556	522,183
<b>% Increase in Open Space</b>		<b>38%</b>

- 12.Q: Provide copies of the HOA documents.  
A: The HOA documents, including the Declaration, By-Laws and Rules and Regulations have been sent to the Village and copies are included with this submission.
- 13.Q: Discuss the monthly assessment.  
A: The operating budget for the HOA will depend on the final plan as approved by the Village, and will cover the cost of services provided by the HOA shown in the Declaration, including landscape maintenance and snow removal for the homes.
- 14.Q: Compare Hinsdale Meadows with the Hamptons.  
A: The Hamptons is a fine project but serves a different market than Hinsdale Meadows. It is more “vertical” living. Hinsdale Meadows will offer single level daily living with expansion space on a second floor, if needed.
- 15.Q: Can the home on Lot 1 be demolished and replaced with a duplex?  
A: This is a matter of economics and at this point it doesn’t make sense to omit a 1.5M relatively new home, even replacing it with two Duplex homes.
- 16.Q: Basements, are they standard or optional?  
A: Homes, both SF and Duplex, in locations that do not require a window or walkout layout, will be offered as a standard and can be omitted as an option. Basements for lots that require a window or walkout basement cannot be omitted. If one of the duplex units in the same building has a basement, the other unit must also include a basement. Homes without basements will include bonus rooms, above the garages that are finished and include carpeting and are heated and air-conditioned.
- 17.Q: Will increased density make it possible to offer a lower price point?  
A: We are reviewing the options for substituting Duplex Homes for Single Family in certain locations and will determine the effect on the opening pricing due to increased density.

18.Q: Public Benefit

A: In response to a suggestion at the Plan Commission meeting we have looked at the SW corner of KLM Park, just south of the entrance off County Line Road as a possible location for a dog park. There is a generous amount of open space, convenient to the existing parking lot. On the attached Google photo, an area approximately 150' long and 75' wide is defined by the red lined area. The length would give the dogs good running room and yet in full view of the owner. A preliminary sketch of a park is included in material to be reviewed on November 9, 2016. The enclosure of the park would be with a black vinyl coated chain link fence, 4' high and with a double gate entry system so dogs couldn't escape as they might with a single gate system.

19.Q: Does the Rutgers report of school children split out children from Age Targeted Homes in their data?

A: The Rutgers reports do not differentiate between age targeted homes and traditional homes when considering the number of children. Our own experience and that of 11 communities, some of which are in Burr Ridge, provides clear and convincing evidence that age targeted homes with first floor master bedrooms and a HOA association do not yield the same number of children as those living in SF homes with back yards and in a neighborhood with children nearby or next door.

20.Q: Will there be a fountain in the pond?

A: This will depend on the advice of our pond consultants. Aeration of water features is important and whether it's a fountain or bubbler will be discussed with the consultant.



**SINGLE FAMILY CLOSINGS: 2014 - SEPTEMBER 2016**  
**-- HINSDALE, ILLINOIS --**


Price Range	Total Closings by Year					
	2014		2015		Jan-Sep 2016	
	Number	Percent	Number	Percent	Number	Percent
Under \$500,000	51	18.4	43	16.4	24	10.1
500,000 - 599,999	22	7.9	14	5.3	17	7.2
600,000 - 699,999	23	8.3	20	7.7	21	8.8
700,000 - 799,999	24	8.7	25	9.6	19	8.0
800,000 - 899,999	20	7.2	24	9.2	16	6.8
900,000 - 999,999	21	7.6	17	6.5	19	8.0
1,000,000 - 1,099,999	15	5.4	13	5.0	19	8.0
1,100,000 - 1,199,999	14	5.1	11	4.2	10	4.2
1,200,000 - 1,299,999	10	3.6	14	5.3	17	7.2
1,300,000 - 1,399,999	11	4.0	15	5.7	14	5.9
1,400,000 - 1,499,999	5	1.8	14	5.3	10	4.2
1,500,000 - 1,599,999	7	2.5	4	1.5	10	4.2
1,600,000 - 1,699,999	13	4.7	5	1.9	4	1.7
1,700,000 - 1,799,999	13	4.7	7	2.7	7	3.0
1,800,000 - 1,899,999	4	1.4	4	1.5	6	2.5
1,900,000 - 1,999,999	5	1.8	3	1.1	3	1.3
2,000,000 - 2,099,999	4	1.4	2	0.8	3	1.3
2,100,000 - 2,199,999	5	1.8	3	1.1	1	0.4
2,200,000 - 2,299,999	2	0.7	3	1.1	3	1.3
2,300,000 - 2,399,999	1	0.4	1	0.4	1	0.4
2,400,000 - 2,499,999	2	0.7	2	0.8	1	0.4
2,500,000 - 2,749,999	1	0.4	7	2.7	4	1.7
2,750,000 - 2,999,999	1	0.4	3	1.1	3	1.3
3,000,000 & Above	3	1.1	8	3.1	5	2.1
<b>Total</b>	<b>277</b>	<b>100.0</b>	<b>262</b>	<b>100.0</b>	<b>237</b>	<b>100.0</b>
<b>Median Price</b>	----- \$893,055 -----		----- \$930,768 -----		----- \$1,012,499 -----	
<b>Average Days on Market</b>	----- 125 -----		----- 152 -----		----- 169 -----	



**SINGLE FAMILY HOME INVENTORY IN MONTH'S SUPPLY  
HINSDALE, ILLINOIS**

<b>Price Range</b>	<b>Total Closings Jan-Sep 2016 (Annualized)</b>	<b>Current Listings As of 9/30/2016</b>	<b>Months of Inventory</b>
Under \$500,000	30	14	5.60
500,000 - 599,999	21	13	7.43
600,000 - 699,999	26	16	7.38
700,000 - 799,999	24	12	6.00
800,000 - 899,999	20	11	6.60
900,000 - 999,999	24	27	13.50
1,000,000 - 1,099,999	24	9	4.50
1,100,000 - 1,199,999	13	12	11.08
1,200,000 - 1,299,999	21	14	8.00
1,300,000 - 1,399,999	18	18	12.00
1,400,000 - 1,499,999	13	9	8.31
1,500,000 - 1,599,999	13	7	6.46
1,600,000 - 1,699,999	5	14	33.60
1,700,000 - 1,799,999	9	11	14.67
1,800,000 - 1,899,999	8	7	10.50
1,900,000 - 1,999,999	4	8	24.00
2,000,000 - 2,099,999	4	2	6.00
2,100,000 - 2,199,999	1	5	60.00
2,200,000 - 2,299,999	4	5	15.00
2,300,000 - 2,399,999	1	2	24.00
2,400,000 - 2,499,999	1	3	36.00
2,500,000 - 2,749,999	5	3	7.20
2,750,000 - 2,999,999	4	10	30.00
3,000,000 & Above	6	18	36.00
<b>Total</b>	<b>299</b>	<b>250</b>	<b>10.03</b>

Source: Midwest Real Estate Data, LLC

 **Proposed Dog Park Site**

© 2016 Google

© 2016 Europa Technologies

Google Earth

1993

41°46'50.24" N 87°54'55.83" W elev 688 ft eye alt 1163 ft



**BY-LAWS OF**  
**HINSDALE MEADOWS HOMEOWNERS ASSOCIATION**

**HINSDALE MEADOWS VENTURE, LLC, DEVELOPER**  
**General Office: 2550 Waukegan Road #220, Glenview, IL 60025**  
**(847) 724-0200**

## **INDEX TO BY-LAWS**

Article I	Purposes	Page 3
Article II	Offices	Page 3
Article III	Members	Page 3
Article IV	Meetings of Members	Page 4
Article V	Board of Directors	Page 5
Article VI	Officers	Page 6
Article VII	Committees	Page 8
Article VIII	Contracts, Checks, Deposits and Funds	Page 9
Article IX	Books and Records	Page 10
Article X	Fiscal Year	Page 10
Article XI	Assessments	Page 10
Article XII	Seal	Page 12
Article XIII	Waiver of Notice	Page 12
Article XIV	Amendments	Page 12
Article XV	Indemnification	Page 12

**BY-LAWS  
OF  
HINSDALE MEADOWS HOMEOWNERS ASSOCIATION**

**ARTICLE I  
PURPOSES**

The purpose of the **HINSDALE MEADOWS HOMEOWNERS ASSOCIATION**, an Illinois not-for-profit Corporation, (hereinafter referred to as the "Association"), shall be to maintain, operate and manage a private residential area with Single Family and Duplex Units, improvements and common property known as **HINSDALE MEADOWS** and located in Hinsdale, Illinois. The definitions of terms herein shall be consistent with the definitions of such terms set forth in the Declaration of Covenants, Conditions, Easements and Restrictions for **HINSDALE MEADOWS SUBDIVISION**.

**ARTICLE II  
OFFICES**

The Corporation shall maintain in the State of Illinois a registered office and a registered agent at such office and may have other offices within or without the state.

**ARTICLE III  
MEMBERS**

1) **MEMBERSHIP:** Every Owner of a Lot shall be a member of the Association without the right of withdrawal. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership.

2) **VOTING RIGHTS:** The Association shall have two classes of voting membership:

A. **CLASS A.** Class A Members shall be all Owners with the exception of the Developer. Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. If conflicting votes are cast for a Lot the votes shall not be counted.

B. **CLASS B.** The Class B Member shall be the Developer, and shall be entitled to 177 votes less three votes for each Lot sold, provided that Class B

membership shall cease and be converted to Class A membership on or before December 31, 2021.

3) **TERMINATION OF MEMBERSHIP:** Upon the sale or transfer of a Lot, or the termination of a beneficial interest in any trust holding title to a Unit, membership in the Association is terminated.

4) **TRANSFER OF MEMBERSHIP:** Membership in this Association is not transferable or assignable, except to new owners of a Unit.

#### **ARTICLE IV** **MEETINGS OF MEMBERS**

**SECTION 1. ANNUAL MEETING:** An annual meeting of the Members of the Association shall be held on or before June 15th of each year, beginning with the year 2021 or sooner as determined by the Board for the purpose of electing directors and for the transaction of such other business as may come before the meeting.

**SECTION 2. SPECIAL MEETING:** Special meetings of the Members may be called either by the president, the Board of Directors, or not less than one-tenth of the Members having voting rights.

**SECTION 3. PLACE OF MEETING:** The Board of Directors may designate any place within the reasonable proximity of **HINSDALE MEADOWS** as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the registered office of the Corporation in the State of Illinois.

**SECTION 4. NOTICE OF MEETINGS:** Written notice stating the place, date and time of the meeting shall be delivered not less than five nor more than forty days before the date of such meeting. In case of a special meeting or when required by statute or by these By-Laws, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Corporation, with postage thereon prepaid.

**SECTION 5. INFORMAL ACTION BY MEMBERS:** Any action required to be taken at a meeting of the Members of the Association, or any other action which may be taken at a meeting of Members, may be taken without a meeting if a consent in writing, setting forth the action so taken shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.

**SECTION 6. QUORUM:** The Members holding one-third of the votes which may be cast

at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of Members, a majority of the Members present may adjourn the meeting at any time without further notice. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting, withdrawal of Members from any meeting shall not cause failure of a duly constituted quorum at that meeting.

**SECTION 7. PROXIES.** Each Member entitled to vote at a meeting or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for him by proxy, but no such proxy shall be voted or acted upon after eleven months from its date, unless the proxy provided for a longer period.

## **ARTICLE V**

### **BOARD OF DIRECTORS**

**SECTION 1. GENERAL POWERS:** The affairs of the Association shall be managed by its Board of Directors.

**SECTION 2. NUMBER, TENURE AND QUALIFICATIONS:** Prior to the first annual meeting the number of Directors shall be three and shall be appointed by the Developer. At the first annual meeting of the Members of the Association five Directors shall be elected three for two-year terms and two for a one-year term) and thereafter terms shall be for two years. Each Director shall hold office until his or her term expires and until his or her successor shall have been elected and qualified. By amendment of this Section, the number of Directors may be increased to a larger number from time to time by a majority vote of the Members attending a meeting called for such purpose, but the number shall not be decreased to less than five.

**SECTION 3. REGULAR MEETINGS:** A regular annual meeting of the Board of Directors shall be held without other notice than these by-laws, immediately after, and at the same place as, the annual meeting of Members. The Board of Directors may provide by resolution the time and place, for the holding of additional regular meetings of the Board without other notice than such resolution.

**SECTION 4. SPECIAL MEETINGS:** Special meetings of the Board of Directors may be called by or at the request of the president or any three Directors. The person or persons authorized to call special meetings of the Board may fix any place within a reasonable proximity of **HINSDALE MEADOWS** as the place for holding any special meeting of the Board so called.

**SECTION 5. NOTICE:** Notice of any special meeting of the Board of Directors shall be given at least five days previously thereto by written notice to each Director at his address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid.

If notice be given by email, such notice shall be deemed to be delivered when the email is sent to the member. Notice of any special meeting of the Board of Directors may be waived in writing signed by the person or persons entitled to the notice either before or after the time of the meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these by-laws.

**SECTION 6. QUORUM:** A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, provided that if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting to another time without further notice.

**SECTION 7. MANNER OF ACTING:** The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute, these By-Laws, or the Articles of Incorporation.

**SECTION 8. VACANCIES:** Any vacancy occurring in the Board of Directors shall be filled by the Board of Directors unless the Articles of Incorporation, a statute, or these By-Laws provide that a vacancy or a directorship so created shall be filled in some other manner, in which case such provision shall control. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

**SECTION 9. COMPENSATION:** Directors shall not receive any salaries for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for each regular or special meeting of the Board, provided that nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving reasonable compensation therefor.

## **ARTICLE VI** **OFFICERS**

**SECTION 1. OFFICERS:** The officers of the Association shall be president, one or more vice presidents (the number thereof to be determined by the Board of Directors), a treasurer, a secretary, and such assistant treasurers, assistant secretaries or other officers as may be elected by the Board of Directors. Officers whose authority and duties are not prescribed in these By-Laws shall have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of president and secretary.

**SECTION 2. ELECTION AND TERM OF OFFICE:** The officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

**SECTION 3. REMOVAL:** Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

**SECTION 4. PRESIDENT:** The president shall be the principal executive officer of the Association. Subject to the direction and control of the Board of Directors, he or she shall be in charge of the business and affairs of the Association, shall see that the resolutions and directives of the Board of Directors are carried into effect except in those instances in which the responsibility is assigned to some other person by the Board of Directors, and, in general, he or she shall discharge all duties incident to the office of the president and such other duties as may be prescribed by the Board of Directors. He or she shall preside at all meeting of the Members and of the Board of Directors. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the Association or a different mode of execution is expressly prescribed by the Board of Directors or these By-Laws, he or she may execute for the Association any contracts, deeds, mortgages, bonds, or other instruments which the Board of Directors has authorized to be executed, and he or she may accomplish such execution either under or without the seal of the Association and either individually or with the secretary, any assistant secretary, or any other officer thereunto authorized by the Board of Directors, according to the requirements of the form of the instrument. The President may vote all proxies and securities which the Association is entitled to vote except to the extent such authority shall be vested in a different officer or agent of the Association by the Board of Directors.

**SECTION 5. VICE-PRESIDENT:** The vice-president (or in the event there be more than one vice-president, each of the vice-presidents) shall assist the president in the discharge of his or her duties as the president may direct and shall perform such other duties as from time to time may be assigned by the president or by the Board of Directors. In the absence of the president or in the event of the inability or refusal of the president to act, the vice-president (or in the event there be more than one vice-president, the vice-presidents in the order designated by the Board of Directors, or by the president if the Board of Directors has not made such a designation, or in the absence of any designation, then in the order of their seniority of tenure) shall perform the duties of the president and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the Association or a different mode of execution is expressly prescribed by the Board of Directors or these By-Laws, the vice-president (or any of them if there are more

than one) may execute for the Association any contracts, deeds, mortgages, bonds or other instruments which the Board of Directors has authorized to be executed, and may accomplish such execution either under or without the seal of the Association and either individually or with the secretary, any assistant secretary, or any other officer thereunto authorized by the Board of Directors according to the requirements of the form of the instrument.

**SECTION 6. TREASURER:** The treasurer shall be the principal accounting and financial officer of the Association. The Treasurer shall: (a) have charge of and be responsible for the maintenance of adequate books of account for the Association; (b) have charge and custody of all funds and securities of the Association, and be responsible therefor, and for the receipt and disbursement thereof; and (c) perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned by the president or by the Board of Directors. If required by the Board of Directors, the treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine.

**SECTION 7. SECRETARY:** The secretary shall record the minutes of the meetings of the Members and of the Board of Directors in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law, be custodian of the corporate records and of the seal of the Association, if any, keep a register of the post office address of each Member which shall be furnished to the secretary by such Member, and perform all duties incident to the office of secretary and such other duties as from time to time may be assigned by the president or by the Board of Directors.

**SECTION 8. ASSISTANT TREASURERS AND ASSISTANT SECRETARIES:**

The assistant treasurers and assistant secretaries shall perform such duties as shall be assigned to them by the treasurer or the secretary, respectively, or by the president or the Board of Directors. If required by the Board of Directors, the assistant treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine.

**ARTICLE VII**  
**COMMITTEES**

**SECTION 1. COMMITTEES OF DIRECTORS:** The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees, including an Architectural Review Committee and Landscape Committee, each of which shall consist of two or more members, which committees, to the extent not restricted by law, shall have and exercise the authority granted by the Board of Directors. The designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed by law. Each Committee shall be headed by or include a Director.

**SECTION 2. OTHER COMMITTEES:** Other committees may also be designated by a

resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, Members of each such committee shall be Members of the Association and the Board of Directors of the Corporation shall appoint the Members thereof. Any Member thereof may be removed by the Board of Directors whenever in its judgment the best interests of the Association shall be served by such removal.

**SECTION 3. TERM OF OFFICE:** Each member of a committee shall continue as such until the next annual meeting of the Members of the Association and until his or her successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

**SECTION 4. PRESIDENT:** The President or one member of each committee shall be a Director of the Association, appointed by the President of the Association.

**SECTION 5. VACANCIES:** Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

**SECTION 6. QUORUM:** Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

**SECTION 7. RULES:** Each committee may adopt rules for its own proceedings not inconsistent with these By-Laws or with rules adopted by the Board of Directors. However, no action by a committee shall be taken without approval by the Board of Directors.

## **ARTICLE VIII**

### **CONTRACTS, CHECKS, DEPOSITS, AND FUNDS**

**SECTION 1. CONTRACTS:** The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

**SECTION 2. CHECKS, DRAFTS, ETC:** All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors, such instrument shall be signed by the treasurer or an assistant treasurer and countersigned by the president or a vice-president of the Association.

**SECTION 3. DEPOSITS:** All funds of the Association shall be deposited from time to time to the credit of the Association in such federally insured banks, trust companies, or other depositories as the Board of Directors may select.

**SECTION 4. GIFTS:** The Board of Directors may accept on behalf of the Association any contribution, gift, bequest or, devise for the general purposes or for any special purpose of the Association.

## **ARTICLE IX BOOKS AND RECORDS**

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the Members entitled to vote. All books and records of the Association may be inspected by any Member, or his agent or attorney for any proper purpose at any reasonable time.

## **ARTICLE X FISCAL YEAR**

The fiscal year of the Association shall be the calendar year.

## **ARTICLE XI ASSESSMENTS**

### **SECTION 1.**

- (a) The Board of Directors of the Association shall fix the amount of the annual assessment, to be charged to each Lot for each annual assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner.
- (b) Written notice of the assessment shall thereupon be delivered or mailed to every Owner subject thereto showing the amount or amounts and the due date or dates if the assessment is to be paid in installments.
- (b) The Board of Directors shall, upon written demand, furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the

Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificates.

- (c) If the Board fails to fix the amount of an assessment as provided in (a) above, each Owner shall be responsible for the payment of an amount equal to the assessment for the previous year.

**SECTION 2. RESERVES:** The annual assessment shall include the collection of adequate funds to establish a reserve for the replacement of improvements to the Common Areas and other areas which the Association is obligated to maintain.

**SECTION 3. DUTIES:** The Board shall exercise all the power and privileges and perform all of the duties and obligations of the Association, and shall provide for, collect and make payments from the assessment funds as is necessary.

**SECTION 4. EFFECT OF NON-PAYMENT OF ASSESSMENT; THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF ASSOCIATION:**

If any assessment or part thereof is not paid within thirty (30) days after the due date, the total unpaid amount of all installments of such assessment shall immediately become due and payable and shall bear interest from the date of delinquency at two (2) points over the prime rate of interest charged by J.P. Morgan Chase Bank of Chicago or the highest legal rate if the rate of prime plus two (2) points is usurious. The total unpaid amount of all such installments and interest thereon shall constitute a lien on the interest in the Lot and Unit of the Owner personally obligated to pay the same and upon the recording of notice thereof by the Board of Directors of the Association shall be a lien upon such Owner's interest in the Lot and Unit. The Association may, at its election, bring an action at law or in equity against the Owner personally obligated to pay the same in order to enforce payment and/or foreclose the lien against the Lot and Unit subject thereto and there shall be added to the amount of such assessment the costs of preparing and filing the complaint (including reasonable attorneys' fees) in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the court, together with the costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Property or of his Lot and Unit. Notwithstanding the foregoing, the first mortgage encumbrance owned or held by a bank, insurance company, or other person or entity engaged in the business of making real estate loans, recorded against the interest of such Owner prior to the date such notice is recorded, which by law would be a lien thereon prior to subsequently recorded encumbrances, shall

have priority, except as to the amount of assessments which become due and payable from and after the date on which the said mortgage owner or holder either takes up possession of the Lot and Unit, accepts a conveyance of any interest therein (other than as security) or files a suit to foreclose its mortgage.

## **ARTICLE XII**

### **SEAL**

The corporate seal, if any, shall have inscribed thereon the name of the Corporation and the words "Corporate Seal, Illinois".

## **ARTICLE XIII**

### **WAIVER OF NOTICE**

Whenever any notice is required to be given under the provisions of the General Not-for-Profit Corporation Act of Illinois or under the provisions of the Articles or Incorporation or the By-Laws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

## **ARTICLE XIV**

### **AMENDMENTS**

The power to alter, amend, or repeal the By-Laws or adopt new By-Laws shall be vested in the Board of Directors unless otherwise provided in the Articles of Incorporation or the By-Laws. Such action may be taken at regular or special meeting for which written notice of the purpose shall be given. The By-Laws may contain any provisions for the regulation and management of the affairs of the Corporation not inconsistent with law or the Articles of Incorporation.

## **ARTICLE XV**

### **INDEMNIFICATION**

The Association shall indemnify any Officer or Director who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he or she is or was a Director, Officer, employee or agent of the Association against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suite or proceeding, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination

of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Association or, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that he or her conduct was unlawful.

The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that such person is or was a Director, Officer, employee or agent of the Association, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, provided that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association, unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

To the extent that a Director, Officer, employee or agent of the Association has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to herein above, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

The Association is authorized to pay expenses incurred in defending a civil or criminal action, suit or proceeding in advance of the final disposition of such action, suit or proceeding, as authorized by the Board of Directors in the specific case, upon receipt of an undertaking by or on behalf of the Director, Officer, employee or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association.

The indemnification provided hereby shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Law, agreement, vote of Members or disinterested Directors, or otherwise, both as to action in his or her official capacity or as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, Officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such a person.

The Association may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Association against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify such person against such

liability under the provisions hereof.

**RULES AND REGULATIONS FOR  
HINSDALE MEADOWS HOMEOWNERS ASSOCIATION**

**HINSDALE MEADOWS VENTURE, LLC DEVELOPER  
General Office: 2550 Waukegan Road #220, Glenview, IL 60025  
(847) 724-0200**

## **TABLE OF CONTENTS**

	<b><u>PAGE#</u></b>
<b>PREFACE</b>	3
<b>SECURITY</b>	3
<b>RULES AND REGULATIONS</b>	3
<b>I.</b> Landscape, Building & Snow Maintenance	3
<b>II.</b> Exterior Lighting	4
<b>III.</b> Window Washing	4
<b>IV.</b> Garages, Motor Vehicle Regulations Recreation Vehicles, Trailers and Parking	4
<b>V.</b> Refuse Storage and Removal - Village of Hinsdale Requirements	5
<b>VI.</b> Pets	6
<b>VII.</b> Sump Pump Conditions	6
<b>VIII.</b> Lease of Unit	6
<b>IX.</b> Use and Occupancy Restrictions	7
<b>X.</b> Television Antennas	8
<b>XI.</b> Stormwater Detention Areas	8
<b>XII.</b> Air Conditioner Compressors and Emergency Generators	8
<b>XIII.</b> Method of Requesting Exterior Changes To Buildings or Grounds	8
<b>XIV.</b> Method of Changing or Adding Rules and Regulations	9
<b>XV.</b> Method of Enforcing Rules and Regulations	9
<b>XVI.</b> Rules and Regulations Committee	10

## **PREFACE**

These Rules and Regulations are not meant to be unduly restrictive or infringe on the rights of individuals. They are set forth to insure the full enjoyment of your home and surroundings. Cooperation by all is requested, it only takes a few to spoil the enjoyment of the majority. Guests, lessees and other Occupants are subject to the same Rules and Regulations as Unit Owners.

The laws and ordinances of the Village of Hinsdale, Cook County and the State of Illinois are fully applicable within the confines of **HINSDALE MEADOWS SUBDIVISION**.

## **A WORD ABOUT SECURITY**

It is incumbent upon each and every resident to take personal responsibility for the security of self, family and personal property. Vehicles left parked outside of garages should be locked. Garage and Unit doors should also be kept locked and windows latched. Take the normal precautions you would take in living in any residential community.

## **RULES AND REGULATIONS**

### **I. Landscape, Building and Snow Maintenance**

- A. Unit Owners should not give instructions to any maintenance workers employed by **HINSDALE MEADOWS HOMEOWNERS ASSOCIATION** ("Association").
- B. Maintenance of a Unit Owner's plantings within enclosed or private areas will be the responsibility of the Unit Owner. Common Areas, including right-of-ways along all roads, and Unit plantings installed by the Developer, or the Association will be maintained by the Association.
- C. Furniture, umbrellas, patio furnishings, or plant materials shall not obstruct the view of or be detrimental (in the judgment of the Board of Directors) to the general appearance of **HINSDALE MEADOWS SUBDIVISION**.
- D. Subject to the provisions of Article X of the Declaration, Unit plantings not installed by the Developer may not be part of the landscape

maintenance. No changes shall be made within the Owner's lot area which are detrimental to another Unit Owner.

- E. Unit Owners may install only the type and color of storm and/or screen doors and windows approved by the Board of Directors.
- F. No decks, awnings, or other permanent structures shall be installed in a private area without the written consent of the Board of Directors.
- G. Electronic "Bug Zappers" may not be operated after 11:00 PM or in a manner at any other time which, in the opinion of the Board of Directors annoys or disturbs other Unit Owners.

## **II. Exterior Lighting**

- A. All outdoor lighting is permanent and may not be altered by Unit Owners.
- B. It is the responsibility of the Unit Owner to maintain the lighting fixtures (and photocells if installed) on his/her Unit.
- C. Additional patio lights or outside lighting are not permitted except as authorized by the Board of Directors.

## **III. Window Washing**

All window washing is the responsibility of the individual Unit Owner.

## **IV. Garages, Motor Vehicle Regulations, Recreation Vehicles, Trailers and Parking.**

### **A. Garages**

- 1. Garage doors shall be closed except when residents are entering or leaving.
- 2. Flammable or noxious materials shall not be stored in garages except in certified containers.
- 3. Garages and driveways shall not be used for offensive or unsightly activities (such as major auto repairs in the open).

**B. Recreation Vehicles and Trailers**

1. Recreation vehicles, trailers, campers, boats, pickup trucks and/or commercial vehicles and the like, may not be parked in driveways, streets, or Common Areas. Owners of all such vehicles and trailers, if they are too large for storage in a garage, should make appropriate arrangements for their storage elsewhere.

**C. Parking**

1. Space for two vehicles has been provided in each garage and additional parking spaces have been provided in each Unit's driveway and throughout the Development.
2. Guests may park on the public streets subject to Village of Hinsdale Parking Ordinances and in specified parking areas in the Development.
3. Overnight parking in the off-street guest parking spaces shall be subject to Village of Hinsdale requirements and control of the Board.

**V. Refuse Storage and Removal - Village of Hinsdale Requirements**

**A. Refuse Storage**

1. Refuse and waste must be stored in approved containers. The containers shall be stored in the garage except on the pick-up day when the containers shall be in an accessible outdoor location for pick-up.
2. The Village of Hinsdale contracts with a waste disposal service for the Village. Residents are responsible for contacting the waste disposal company to establish service for their residence and to obtain the Village-approved waste and recycling containers. (The Village website gets the Hinsdale web site info.) contains the contact information for the waste disposal company, which will provide the approved waste disposal and recycling containers.

## **B. Refuse Removal**

1. Each Unit must have a minimum of once-a-week pick-up service by the disposal company licensed by the Village.
2. Refuse and waste will be picked up on the scheduled day, during the time frame indicated on the Village website. Waste containers shall not be left outside overnight except on pick-up days prior to pick up.
3. The Village of Hinsdale contracts with Allied Waste Removal for refuse removal. For information and to begin service, contact Public Services in the Village of Hinsdale.

## **VI. Pets**

- A. Pets must not, in the opinion of the Board of Directors, become or cause a nuisance. Pets shall not be allowed to run loose on the Association property or on Common Areas. In order to protect the landscaping, they should be walked on a leash. Pet Owners will be responsible for picking up after their pets and must follow all pet regulations of the Village of Hinsdale. Pets shall not be tied up outside any Unit or elsewhere in a Common Area and left unattended.
- B. Residents who have been notified in writing of a specific violation of the foregoing pet regulations and who continue to disobey the regulations are subject to remedial actions specified in "Methods for Enforcing Rules and Regulations" set forth herein and the applicable laws of the Village of Hinsdale.

## **VII. Sump Pump Connections**

Water softeners, appliances, or other equipment shall not be hooked up to the sump pump which collects water from the drain tile. All such hook-ups must be connected to the sanitary sewer system.

## **VIII. Lease of a Unit**

- A. It will be the responsibility of any Unit Owner desiring to lease a Unit to obtain the proper lease form from the Association's Management Office, have

it completed by the proposed lessee, and submit it to the Board of Directors for approval at least ten business days **before** the lessee can move in.

- B. All leases must be for a period of one (1) year (no more and no less) and no subleases by the lessee will be permitted. All lease renewals must also be approved by the Board of Directors.

#### **IX. Use and Occupancy Restrictions**

- A. No Unit shall be used for other than residential purposes. Each Unit shall be used as a residence for a single family, and for no other purpose, by the Unit Owner and his or her family or such person or single family to whom the Unit Owner shall have leased his or her Unit.
- B. The Common Areas adjacent to Units shall be used only for access, ingress and egress to and from the respective Units by the respective families, residing therein and their guests, household help and other authorized visitors, and for such other purposes which are incidental to the residential use of the Units.
- C. No unlawful, immoral, obnoxious or offensive activities shall be carried on in any Unit or elsewhere on the Association property, nor shall anything be done therein or thereon which shall constitute a nuisance, be unlawful or which shall be, in the judgment of the Board of Directors, a cause of unreasonable noise or disturbance to others.
- D. Any resident who proposes to conduct any business in his or her Unit must comply with these Rules and Regulations and any applicable municipal restrictions. No business may be performed if such business involves the admission of outside visitors for commercial transaction purposes.
- E. Any defacing of mailboxes, including posting notices, advertising, etc. is against federal law.
- F. No signs shall be posted on the grounds or on any Unit or any item of personal property (such as an automobile or other vehicle) in public view. Such signs shall be considered to be a nuisance and prohibited. Any sign with respect to the sale of a Unit shall comply with the requirements of the

Declaration.

- G. The patios shall not be used for storage, including but not limited to bicycles.

**X. Television Antennas**

Hinsdale, Illinois is equipped for cable television; therefore, it is available to all residents of **HINSDALE MEADOWS SUBDIVISION.**

Television antennas, if any, shall be installed in attics and not be visible from the exterior of the building. Large TV dishes, ham radio towers, and other antennas are not allowed; however a satellite dish twenty-four (24") inches or less in diameter may be installed if the Board of Directors specifically approves the installation and location thereof in writing.

**XI. Stormwater Detention Areas**

There shall be no swimming, boating, fishing, skating, sledding or other activity in or on the stormwater detention areas in the Development. The detention areas have been constructed for water retention and are not safe for recreation.

**XII. Air Conditioner Compressors and Emergency Generators**

The placement and location of air conditioner and emergency generators shall be by the Developer with the construction of each home. No changes shall be made in their location without written approval of the Board of Directors of the Association. If a generator is installed after the Developer turns over the Unit to the Owner, its location must be in the location previously approved by the Developer and so noted on the site plan, unless changed by authorization of the Board of Directors, in writing.

**XIII. Method of Requesting Exterior Changes To Building Or Grounds**

The Association may appoint standing committees, such as Landscape and Architecture Committees. Unit Owners wishing to effect exterior changes to buildings or grounds or permanent plant materials must obtain prior approval from the Board of Directors by submitting a written description of the proposed change to the Property Manager.

#### **XIV. Method of Changing Or Adding Rules And Regulations**

Unit Owners wishing to change or add a specific rule or regulation should make their request to the Board of Directors in writing.

The Board of Directors shall act on such request or forward the request with its comments to the Rules and Regulations Committee, if such Committee has been formed. The Committee shall review the request and make a recommendation to the Board of Directors to approve, reject or amend it, which recommendation shall be resubmitted to the Board of Directors for final action. The Rules and Regulations Committee may also initiate proposals for new Rules and Regulations or amendment of existing rules for Board approval. The Rules and Regulations Committee shall exist as an advisory body, and the Board of Directors shall be the final arbiter.

#### **XV. Method Of Enforcing Rules And Regulations**

- A. Any resident aware of an infraction of these Rules and Regulations should report it to the Property Manager.
- B. Upon the first infraction of the Rules and Regulations, the offending resident will receive a letter from the Property Manager requesting compliance. Upon the second violation the President of the Association shall write the offending Unit Owner and request compliance.
- C. Upon repeated or flagrant infractions of the Rules and Regulations, the offending resident will be notified by the Association President by certified mail to appear before the Association Board of Directors. If the offender is a minor, he or she must be accompanied by a parent or legal guardian. The chairman or designated member of the Rules and Regulations Committee shall be present. Upon the failure of the offender to appear or if satisfactory settlement is not reached, the offender and/or the Unit Owner will be notified in writing by the Association President that unless the offender and Unit Owner agree in writing to remedy the violation within thirty (30) days, proceedings will be instituted for eviction or other remedy in accordance

with the provisions of the Declaration of Covenants, Conditions Easements and Restrictions, and By-Laws of the Association.

- D. Unit Owners shall be financially responsible for repair or replacement of goods or property negligently or willfully damaged, destroyed or stolen by a member of their household, their guest or their lessee.

#### **XVI. Rules And Regulations Committee**

The Rules and Regulations Committee has the following objectives, purposes, duties and responsibilities:

- A. Ongoing review of existing Rules and Regulations.
- B. Formulation of new Rules and Regulations or modifications of existing Rules and Regulations whether initiated by an Owner, the Committee, or at the request of other committees, or of the Board. All new Rules and Regulations must be submitted to the Board as recommendations of the Rules and Regulations Committee.
- C. Monitoring compliance by residents with the Rules and Regulations. To that end, the Property Manager will keep the Committee advised on a regular basis of problems that have arisen or infractions that have occurred and will implement such corrective actions as may be recommended by the Board.
- D. The Committee shall function in an advisory capacity to the Board and shall not be involved in enforcement.

Philip S. J. Moriarty  
914 Harding Road  
Hinsdale, Illinois 60521

October 22, 2016

Dear Members of the Hinsdale Plan Commission,

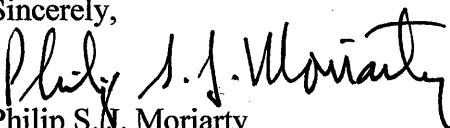
Once again, our village and its residents are faced with a non compliant development proposal for the 24.5 acre parcel of land located at the southeast gateway to our beautiful community. The principles of appropriate and proper zoning were applied a number of years ago and the owners of said property began building the permitted number of single family homes in this R-2 district. The owner/developer, Edward James Company, along with their funding partner, Illinois Tool Works are now back with another proposal more dense than permitted under the R-2 zoning. Reports seem to indicate that the Village of Hinsdale should take into account the carrying costs of the developer when they stopped their first project approved for 36 single family homes. Their delay was their choice and certainly external market forces are beyond the control of the Village of Hinsdale.

Maintaining the R-2 zoning and denying a text amendment/special use permit for such a dense planned development are very valid tools you and our village trustees should use. We must uphold our code always, and especially, as another large parcel in Hinsdale soon may be available for dense development and zoning variances.

I respectfully urge the members of the Plan Commission to take the long view on approving any development on this property where the only apparent benefit to our village is a minimal gain in property tax revenues. Further, the distinction between age-restricted and age-targeted should be weighed very carefully in the face of the inevitable unintended consequences which such large and dense developments may bring on our schools and our roads. Such potential added costs are simply not warranted because this developer says they are.

Please tread very carefully here. Thank you.

Sincerely,

  
Philip S. J. Moriarty

*Fred Krehbiel*

505 SOUTH COUNTY LINE ROAD  
HINSDALE, ILLINOIS 60521

October 24, 2016

Dear Members of the Planning Commission,

As I read about the Hinsdale Meadows proposed development, I was reminded of the long struggle we had some years ago about the same property. After much discussion, it was decided that 36 homes on the property was appropriate and in keeping with the area of the Village in which the development was to be located. The key lesson from this previous battle was that the Village needed to think about the long term value to the Village of any such project.

The developer originally requested a much higher density saying that there was not as good a market for the more expensive homes that the zoning would require. Our answer was that we wanted to maintain the character of the Village. That we were concerned that lowering the zoning standard might affect the eventual development of the adjoining hospital property and that the higher density would be a back door to our outstanding school system. We believed that Hinsdale was a very attractive place to live and that buyers would welcome a quality product. We pointed out that our goal was not to sell homes but to insure that Hinsdale remained a place where people wanted to build their lives.

Now let me say that Ed James is an old friend and a highly respected member of the greater Chicago community. He has a fine record of building successful developments and meeting his commitments. I would have no qualms about buying a James' product. However, what is important is not the reputation of the developer but the effect of the development on the community. The James Company is now proposing increasing the density to 59 homes including many town homes. They cite the need for housing for our older citizens and I certainly can understand that this need exists. However, let's insure that if we are going to increase the density so greatly that the development will be age restricted and not just another town house development. Let's be sure that what is eventually recommended truly meets the long term needs and reflects the character of the community.

We should be in no rush to push forward with this project.

Sincerely,



Fred A. Krehbiel

FAK:sl

Ms. Chris Bruten  
Village of Hinsdale  
Planning Commission  
19 East Chicago Avenue  
Hinsdale, IL 60521