



MEETING AGENDA

REGULAR MEETING OF THE VILLAGE BOARD OF TRUSTEES

Tuesday, August 16, 2022

7:00 P.M.

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

1. CALL TO ORDER/ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MINUTES

a) Regular meeting of July 12, 2022

4. VILLAGE PRESIDENT'S REPORT

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

6. FIRST READINGS – INTRODUCTION**

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

Administration & Community Affairs (Chair Posthuma)

a) Approve an Ordinance Amending Subsection 7-4B-2(A) of the Village Code of Hinsdale regarding Water Rates

Environment & Public Services (Chair Byrnes)

b) Award a professional services contract to HR Green, Inc., for American Rescue Plan Act (ARPA) Drainage Improvements design engineering services in the amount not to exceed \$45,700

Zoning & Public Safety (Chair Stifflear)

c) Approve an Ordinance Approving an Exterior Appearance and Site Plan for Façade and Other Improvements to an Existing Building – 14 W. First Street – Elevare MD**

7. CONSENT AGENDA

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

Administration & Community Affairs (Chair Posthuma)

- a) Approval and payment of the accounts payable for the period of July 7, 2022 through August 10, 2022 in the aggregate amount of \$3,017,542.05 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk***
- b) Approve an Ordinance Authorizing the Sale by Auction or Disposal of Personal Property Owned by the Village of Hinsdale***

Environment & Public Services (Chair Byrnes)

- c) Approve an updated Intergovernmental Agreement (IGA) with the Illinois State Toll Authority for fire protection and emergency (*First Reading – July 12, 2022*)
- d) Approve “An ordinance authorizing the vacation of a certain portion of an unimproved street situated north of and adjoining 902 South Monroe Street in the Village of Hinsdale, DuPage and Cook Counties, Illinois” at a purchase price of \$52,000

Zoning & Public Safety (Chair Stifflear)

- e) Approve a Revised Intergovernmental Agreement between the Board of Education of Hinsdale Township High School District No. 86 and the Village of Hinsdale for the Reciprocal Reporting of Criminal Offenses Committed by Students (*First Reading – July 12, 2022*)

8. SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

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

Administration & Community Affairs (Chair Posthuma)

- a) Approve an Ordinance Authorizing Transfers of Appropriations within Departments and Agencies of the Village (*First Reading – July 12, 2022*)

Zoning & Public Safety (Chair Stifflear)

- b) Approve an Ordinance Amending Sections 6-106 (“Special Uses”) and 11-603 (Planned Development) of the Hinsdale Zoning Code to Authorize Planned Developments for Lifestyle Housing in the O-1 Specialty Office District; **and**
Approve an Ordinance Approving a Planned Development Concept Plan and Special Use Permits for a Planned Development and Lifestyle Housing – 125 S. Vine Street – Holladay Properties Services Midwest, Inc. and Zion Lutheran Church; **and**
Approve an Ordinance Approving a Major Adjustment to a Planned Development Relative to Removal of Certain Properties from an Existing Planned Development and Waivers Related to Property Remaining in Same – Holladay Properties Services Midwest, Inc. And Zion Lutheran Church** (*First Reading – July 12, 2022*)
- c) Approve a Temporary Use Permit to allow for a Food Truck for Hinsdale Falcon Football near Dickinson Field at Hinsdale Central High School located at 5500 S. Grant Street from August 27, 2022 to November 6, 2022, subject to conditions to be set forth by the Building Commissioner****

9. DISCUSSION ITEMS

- a) Tollway update
- b) Toni Patisserie request for liquor license upgrade

10. DEPARTMENT AND STAFF REPORTS

- a) Engineering
- b) Community Development

11. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

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

13. TRUSTEE COMMENTS

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

15. ADJOURNMENT

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

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

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

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

The Village of Hinsdale is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to promptly contact Brad Bloom, ADA Coordinator, at 630-789-7007 or by TDD at 630-789-7022 to allow the Village of Hinsdale to make reasonable accommodations for those persons.

Website <http://villageofhinsdale.org>

**VILLAGE OF HINSDALE
VILLAGE BOARD OF TRUSTEES
MINUTES OF THE MEETING
July 12, 2022**

The regularly scheduled meeting of the Hinsdale Village Board of Trustees was called to order by Village President Tom Cauley in Memorial Hall of the Memorial Building on Tuesday, July 12, 2022 at 7:02 p.m., roll call was taken.

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

Absent: None

Also Present: Village Manager Kathleen A. Gargano, Assistant Village Manager/Director of Public Safety Brad Bloom, Assistant to the Village Manager Trevor Bosack, Police Chief Brian King, Fire Chief John Giannelli, Acting Finance Director Alison Brothen, Director of Community Development Robb McGinnis, Village Planner Bethany Salmon, Director of Public Services George Peluso, Superintendent of Parks & Recreation Heather Bereckis, HR Director Tracy McLaughlin, and Village Clerk Christine Bruton

PLEDGE OF ALLEGIANCE

President Cauley led those in attendance in the Pledge of Allegiance.

APPROVAL OF MINUTES

a) Regular Meeting of June 14, 2022

Trustee Posthuma moved to **approve the minutes of the regular meeting of June 14, 2022, as presented.** Trustee Banke seconded the motion.

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

NAYS: None

ABSTAIN: Trustee Byrnes

ABSENT: None

Motion carried.

VILLAGE PRESIDENT'S REPORT

President Cauley reported the second phase of the Garfield reconstruction project is from First Street to Fourth Street and projected to be completed by the end of July. The third phase, from Seventh Street to 55th Street will begin soon. Status updates will be provided as the project progresses.

President Cauley reminded residents that parking is prohibited overnight between the hours of 2:00 a.m. and 6:00 a.m. However, residents may request permission to park on Village streets overnight by calling the Police non-emergency phone number to make arrangements when necessary.

He also addressed recent email he has received from residents regarding crime in Hinsdale, that ask to know the steps being taken by the Police Department to address the crime. He explained that the specifics of crime prevention are best not reported to the public as this information could end up in the hands of the criminals. He announced that Police Chief King will host a Community Conversation on August 2 at 7:00 p.m. in the Hinsdale Public Library. He asked residents with suggestions on crime or our response to crime, to forward them to him and/or Chief King.

He explained that he does not want to discuss police strategies or operations publically, he assured residents that the Hinsdale Police Department is on the cutting edge of crime prevention. He noted the success they have had catching criminals, including the armed robbery at the Verizon store, the robbery at Marcus, and the robbery a year or so ago at Razny Jewelers. These criminals have all been apprehended and incarcerated. In many cases, the Police Department has become aware of the potential for crime, and taken action to prevent it from happening in the first place. Hopefully, Hinsdale's good statistics of apprehension will deter future criminal activity.

He noted that crime statistics and trends are available on the Police website, and pointed out the Village is fortunate to have an experienced and accomplished Police Chief in Brian King, and an excellent well-equipped Police force. He urged concerned residents to attend the Community Conversation with Chief King.

PROCLAMATION – PARKS & RECREATION MONTH

President Cauley read the Park & Recreation proclamation into the record.

CITIZENS' PETITIONS

Mr. Drew Mitchell, 122 East 7th Street, addressed the Board regarding a phone call he received from his friend who owns the Verizon store. His friend said he had been robbed four times in various communities and Hinsdale was the first community that caught and processed the perpetrators. Mr. Mitchell complemented the Hinsdale Police Department for their level of proactivity, and sending the right message going after these guys.

FIRST READINGS – INTRODUCTION

Administration & Community Affairs (Chair Posthuma)

- a) **Approve an Ordinance Authorizing Transfers of Appropriations within Departments and Agencies of the Village**

Trustee Posthuma introduced the item and explained that in February 2021, the Board passed the appropriations ordinance that sets legal spending limits for the year. Now that the 2021 audit is wrapping up, the Village is required by State law to amend any items where expenses exceeded the appropriations. Two items require adjusting. These are litigation expenses which are hard to anticipate, and a higher sales tax incentive paid to Land Rover. He noted the increased sales tax revenue offsets this expense.

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

Environment & Public Services (Chair Byrnes)

- b) **Approve an updated Intergovernmental Agreement (IGA) with the Illinois State Toll Authority for fire protection and emergency services**

Trustee Byrnes introduced the item and explained that since 1995 Hinsdale has contracted with the Tollway Authority to cover emergency services to specific areas of the tollway. Previously, the Village could charge \$300.00 per incident, and only if the individual was not billed. The revised agreement will allow the Village to bill \$500.00 per incident irrespective of any additional billing to the individual. This amount will be increased \$10.00 per year. Trustee Byrnes expressed concern that the word 'treatment' is not included in the agreement language. It was noted that this is an agreement with other communities as well and has been reviewed by legal.

The Board agreed to move this item to the Consent agenda of their next meeting.

Zoning & Public Safety (Chair Stifflear)

- c) **Approve an Ordinance Amending Sections 6-106 ("Special Uses") and 11-603 (Planned Development) of the Hinsdale Zoning Code to Authorize Planned Developments for Lifestyle Housing in the O-1 Specialty Office District; and Approve an Ordinance Approving a Planned Development Concept Plan and Special Use Permits for a Planned Development and Lifestyle Housing – 125 S. Vine Street – Holladay Properties Services Midwest, Inc. and Zion Lutheran Church; and Approve an Ordinance Approving a Major Adjustment to a Planned Development Relative to Removal of Certain Properties from an Existing Planned Development and Waivers Related to Property Remaining in Same – Holladay Properties Services Midwest, Inc. and Zion Lutheran Church**

Trustee Stifflear introduced the item for the proposed redevelopment of the Zion Lutheran Church school building into a 12-unit lifestyle housing condominium. There would be no increase in the footprint of the building or any exiting non-conformities. The Village Board referred the matter to the Plan Commission in April. The Plan Commission held a public hearing in May, two residents were present. They expressed some concerns, but were generally in support of the concept plan. If this Board approves the concept plan, a detailed plan will go back to the Plan Commission for further review. In addition to the concept plan, the Board will vote on a text amendment to allow lifestyle housing as a special use in the O-1 District, a special use permit to allow lifestyle housing and a planned development in the O-1 District, and a major adjustment to Zion Lutheran's current planned development, that will allow the land and building to be sold for redevelopment. Further approvals would be required in the future, including a map amendment, plat of subdivision, detailed plan, and exterior appearance and site plan review.

Trustee Stifflear outlined certain conditions and aspects of the project to be addressed by the Board; the width of parking spaces, age restricted vs. age targeted, the depth of the parking spaces and drive aisle relief in the parking garage, whether Second Street should remain a one-way street, restrictions on rentals to a minimum of six months, and the three proposed park/open space area.

Mr. Chris Walsh, project architect, addressed the Board to explain what has changed since the first time they were before the Board. They have redone a lot of the parking and are able to get to the required 9' foot width on all but two spaces. They changed the depth of the parking spaces from 20' feet to 18', and so no longer require any relief for the drive aisle. There will no longer be any three-bedroom units, they will be two bedrooms and a den. They were concerned about the bare east elevation, and are proposing a window and a trellis for that area.

Mr. Drew Mitchell, partner of Halladay Properties and Hinsdale resident, addressed the Board. He assured the Board that by the time they produce a detail plan the parking will be corrected to code. He said that although the Plan Commission was not concerned with the project being age targeted instead of age restricted, because they did not believe there would be an increase in school children. However, Halladay is willing to defer to the Board on this, but pointed out elimination of three-bedroom units will deter families with children.

Regarding the two-way street, they would like to remain agnostic on that, but if it solves a neighborhood problem, they will incorporate it. They will write the rental restrictions into the covenants.

President Cauley asked Mr. Mitchell to address the three proposed pocket parks, two of which would be public, and one private for residents. Mr. Mitchell said the most obvious public, or quasi-public, park would be on the western portion of the site, as it is the most prominent corner. The private park would be located in the front of the building on the south side. There will be no rooftop amenity with this building, so he believes this will provide an area for grilling, a television, and a water feature, essentially an outdoor living room for residents. The eastern portion is up for debate. They are not opposed to it being a public park, but would like not to promote it as such as residents will be paying to maintain the space. President Cauley agreed that might be the solution; to leave it open and not advertise it. Discussion followed regarding this park area in terms of pets.

It was noted that the property that is currently the Pastor's residence will get a little larger to make it conforming, but it will remain part of the church complex and a single-family dwelling. Mr. Mitchell anticipates the price point for the units will be from \$700,000 to \$950,000 depending ultimately on the finishes used. Trustee Banke said he is concerned about the price to avoid vacancy and ensure demand. He added he would prefer these units be age-restricted.

With respect to the east side park, the Board agrees that it is best an unadvertised public park, and giving the homeowner's association the discretion to address this if need be.

Village Planner Bethany Salmon said the conversion of Second Street to a two-way street would require detailed plans, and an impact study. Mr. Mitchell wondered what the church would want for the street. **Reverend Jay Klein, Pastor**, addressed the Board stating he can see an issue making it two-way, because kids know it's a one-way street and treat it as such. President Cauley suggested this should be a separate issue from the approval of the development. Mr. Mitchell agrees.

Ms. Salmon noted there is non-conforming street parking, but this can be addressed with the detail plan. Trustee Stifflear recapped the direction of the Board following tonight's discussion.

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

d) **Approve a Revised Intergovernmental Agreement between the Board of Education of Hinsdale Township High School District No. 86 and the Village of Hinsdale for the Reciprocal Reporting of Criminal Offenses Committed by Students**

Trustee Stifflear introduced the item which is a revision to an existing agreement between Hinsdale and District 86. The agreement ensures information sharing and follows Federal and State laws. District 86 has requested a change to the agreement to include a statutory change regarding the title of school counselor and to update the review period to every two years. The Village attorney has reviewed the agreement and is okay with the changes.

The Board agreed to move this item to the Consent agenda of their next meeting.

CONSENT AGENDA

Administration & Community Affairs (Chair Posthuma)

- a) Trustee Banke moved **Approval and payment of the accounts payable for the period of June 9, 2022 through July 6, 2022 in the aggregate amount of \$1,653,015.02 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee Byrnes seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: Trustee Fisher

Motion carried.

The following items were approved by omnibus vote:

- b) **Approve an Ordinance Amending Title 5 (Police Regulations), Chapter 7 (Dogs, Cats, and Other Animals), Section 7 (Prohibited Areas) of the Village Code of Hinsdale Relative to Hours for Dogs at KLM Park** *(First Reading – June 14, 2022)*
- c) **Waive competitive bidding and approve and award a contract to Orbis Solutions of Aurora, IL to provide information technology (IT) support services for a first year annual cost not to exceed \$169,876** *(First Reading – June 14, 2022)*

Environment & Public Services (Chair Byrnes)

- d) **Award contract to Christopher B. Burke Engineering, LTD (CBBEL) for inspection, design and construction engineering services for the 2022/2023 Standpipe Painting and Maintenance Project in an amount not to exceed total of \$99,902** *(First Reading – June 14, 2022)*
- e) **Award a proposal to Janik Custom Millwork to replace three column bases at the Memorial Building for the price of \$43,200** *(First Reading – June 14, 2022)*
- f) **Award year three of contract #1672 for street sweeping services to Lake Shore Recycling Systems not to exceed the budgeted amount of \$63,202**

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

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

NAYS: None

ABSTAIN: None

ABSENT: Trustee Fisher

Motion carried.

SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

Environment & Public Services (Chair Byrnes)

- a) **Approve outdoor dining application for Corner Bakery subject to final issuance by the Community Development Department, and subject to any conditions to be set forth by the Building Commissioner and Fire Department upon final inspection**

Trustee Byrnes introduced the item and described Corner Bakery's request, the location of the tables and materials used. Additionally, they are requesting an outdoor garbage container, which is not allowed by regulation. A representative from Corner Bakery addressed the Board and explained the rationale for this request. This is a dangerous corner, and they do not provide wait staff outside. He said the can would match the Village cans, and will be emptied nightly.

Trustee Byrnes moved to **Approve outdoor dining application for Corner Bakery subject to final issuance by the Community Development Department, and subject to any conditions to be set forth by the Building Commissioner and Fire Department upon final inspection.** Trustee Banke seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: Trustee Fisher

Motion carried.

Zoning & Public Safety (Chair Stifflear)

- b) **Approve an Ordinance Approving a Floor Area Ratio (FAR) Variation at 307 S. Lincoln Street, Hinsdale, Illinois- Case Number V-02-22 (First Reading – June 14, 2022)**

Trustee Stifflear introduced the item that approves an increase in floor area ratio (FAR) for an historic home as recommended by the Zoning Board of Appeals. There was no neighbor opposition, and the request meets the standards of proposed Article 14.

Trustee Stifflear moved to **Approve an Ordinance Approving a Floor Area Ratio (FAR) Variation at 307 S. Lincoln Street, Hinsdale, Illinois- Case Number V-02-22.** Trustee Banke seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: Trustee Fisher

Motion carried.

DISCUSSION ITEMS

- a) **Tollway update**

Assistant Village Manager/Director of Public Safety Brad Bloom said there were no updates at this time.

DEPARTMENT AND STAFF REPORTS

- a) Engineering
- b) Community Development

The report(s) listed above were provided to the Board. There were no additional questions regarding the content of the department and staff reports.

Village Manager Kathleen Gargano recognized Parks & Recreation Superintendent Heather Bereckis who will be leaving the Village to take the position of Economic Development Director in Elmhurst. She congratulated Ms. Bereckis and wished her well. The Board offered their best wishes, as well.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

No reports.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

None.

ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn. Trustee Banke moved to **adjourn the regularly scheduled meeting of the Hinsdale Village Board of Trustees of July 12, 2022.** Trustee Haarlow seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: Trustee Fisher

Motion carried.

Meeting adjourned at 8:14 p.m.

ATTEST: _____
Christine M. Bruton, Village Clerk

AGENDA SECTION: First Reading – ACA

SUBJECT: Ordinance Amending Subsection 7-4B-2 of the Village Code of Hinsdale Regarding Water Rates

MEETING DATE: August 16, 2022

FROM: Alison Brothen, Finance Director *AB*

Recommended Motion

Approve an Ordinance Amending Subsection 7-4B-2 of the Village Code of Hinsdale Regarding Water Rates.

Background

As the Village Board is aware, the DuPage Water Commission (DWC) periodically increases the water rate charged to the Village. The last time DWC increased the rate charged to the Village was 5/1/2019. The Village received notice from (DWC) that its water rate increased from \$ 4.97 per 1,000 gallons to \$ 5.18 per 1,000 gallons effective May 1, 2022. This increase represents a 4.2% increase from the prior rate.

Last year, the Village's water rate structure was changed and rates adjusted in order to provide a more stable revenue source and to generate additional revenue so that water revenues would be sufficient to cover the operating and capital costs of water utility. In order to keep pace with the increase in operating costs resulting from the DWC rate increase, the 4.2% DWC increase should be passed on to the water customers of Hinsdale.

Since the other water customer rates are increasing, staff recommends increasing the large water customer rate from \$13.00 to \$15.00.

The new rates will go into effect for all reads after September 6th (Hinsdale reads on the 20th of each month) which will show on the October 1st bills. Staff will communicate the rate increase through the website, e-Hinsdale and a message will be included on the water bill.

Key aspects of the proposed rate amendment

- * Increase the residential variable water rate from:
 - \$ 8.00 to \$8.34 for each 100 cubic feet up to 10,000 cubic feet per two-month billing cycle
 - \$12.38 to \$ 12.90 for each 100 cubic feet over 10,000 cubic feet per two-month billing cycle
- * Increase the non-resident variable water rate from:
 - \$10.31 to \$ 10.74 for each 100 cubic feet up to 10,000 cubic feet per two-month billing cycle
 - \$12.38 to \$ 12.90 for each 100 cubic feet over 10,000 cubic feet per two-month billing cycle
- * Increase the large water customer rate from:
 - \$13.00 to \$ 15.00 for each 100 cubic feet per two-month billing cycle

The impact to the average homeowner in a non-summer month would be approximately \$7.00 per two month billing cycle.

The attached ordinance has been prepared for Village Board consideration.

Discussion & Recommendation

Village staff recommends approval of the Amendment of Ordinance Subsection 7-4B-2 Regarding Water Rates.

Additions to existing text of Village Code are indicated by underlining, and deletions to existing text of Village Code are indicated by ~~strikethrough~~

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 7-4B-2 OF THE HINSDALE VILLAGE CODE
RELATIVE TO FEES FOR WATER SERVICE**

WHEREAS, the Village of Hinsdale (the "Village") is an Illinois non-home rule municipality, having all of the powers and authority granted to such municipalities pursuant to law; and

WHEREAS, within its corporate boundaries, the Village operates and maintains a water distribution system for the purpose of supplying potable water to its residents, businesses and property owners;

WHEREAS, the President and Board of Trustees of the Village of Hinsdale find and determine that an increase to the water rates set forth in Section 7-4B-2 (Water Rates) to reflect recent increases in the cost of water supplied to the Village, as set forth below, are necessary to maintain the continued viability of the water system, and are in the best interests of the residents, businesses and property owners of the Village.

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

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

SECTION 2: Code Amendments. Section 7-4B-2 (Water Rates) in Title 7 (Public Ways and Property), Chapter 4 (Waterworks and Sewerage System) of the Village Code of Hinsdale is revised to read in its entirety as follows:

7-4B-2: WATER RATES:

Water Rates: The following rates shall be paid for water service for meters read on or after September 1, ~~2021~~2022, and thereafter as follows:

A. Water Customers Located Within the Village:

1. ~~\$8.00~~\$8.34 rate for each 100 cubic feet up to 10,000 cubic feet per two-month billing cycle; and
2. ~~\$12.38~~\$12.90 rate for each 100 cubic feet over 10,000 cubic feet per two-month billing cycle.

B. Water Customers Not Located Within The Village: Water customers not located within the corporate limits of the village of Hinsdale shall pay a ~~\$10.31~~\$10.74 rate for

each 100 cubic feet up to 10,000 cubic feet, and a \$~~12.38~~12.90 rate for each 100 cubic feet over 10,000 cubic feet per two-month billing cycle.

C. Large Water Customers: A water customer whose aggregate annual water usage exceeds two million (2,000,000) cubic feet for all accounts in said customer's name shall be subject to a rate of \$~~13.00~~15.00 per 100 cubic feet per two-month billing cycle.

D. Minimum charge: none.

E. Late Payment Penalty: any bill which remains unpaid after the due date stated on the water bill, which is approximately thirty (30) days after the date of mailing, shall be considered delinquent, and a penalty of five percent (5%) of the unpaid balance shall be added.

F. Utility Tax: The charges above include the five percent (5%) village utility tax. (Ord. O2021-25, 8-10-2021)

SECTION 3: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

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

PASSED this _____ day of _____ 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2022, and attested to by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

This Ordinance was published by me in pamphlet form on the _____ day of _____, 2022.

Christine M. Bruton, Village Clerk

REQUEST FOR BOARD ACTION

Public Services & Engineering

AGENDA SECTION: First Read – EPS

SUBJECT: ARPA Drainage Improvements-Design Engineering

MEETING DATE: August 16, 2022

FROM: Matthew Lew, PE, Village Engineer

Recommended Motion

Award a professional services contract to HR Green, Inc., for American Rescue Plan Act (ARPA) Drainage Improvements design engineering services in the amount not to exceed \$45,700.

Background

In June 2022, the Village was awarded two drainage grants in the amount of \$234,645. These grants are awarded through the DuPage County Stormwater Management Municipal ARPA Grant Program. The grants are allocated for two drainage improvement projects on Charleston Road and Grant Street, and the grants will fund approximately 50% of the improvement construction cost. An associated Intergovernmental Agreement with DuPage County is scheduled to be completed later this year.

The proposed improvements are intended to reduce currently occurring frequent flooding at the low points of Charleston Road and Grant Street/Fifth Street. Storm sewer and drainage structures will be constructed at both locations. The Village plans to include both projects within one construction contract to streamline coordination and achieve potential cost savings. HR Green, Inc., has previously completed a related feasibility study, and the Village requested a proposal from HR Green to complete the design engineering for this improvement project.

Discussion & Recommendation

Both HR Green proposals are listed separately by location for grant purposes, but one professional services contract will account for both proposals. A summary of the HR Green proposals is below:

Project	Amount
Charleston Road Drainage Improvements	\$28,030
Grant Street Drainage Improvements	\$17,670
Total	\$45,700

HR Green's proposals include development of bidding documents such as design plans, specifications, and cost estimates. HR Green will conduct the bidding process, review bid submittals, and deliver a contractor recommendation. Engineering construction observation services will be determined under a future separate 2023 contract.

Budget Impact

Since the improvement project received grant funding in 2022, Village project funds were not allocated within the 2022 Budget. Staff plans to utilize existing 2022 infrastructure funding balance to account for this design engineering contract. Project construction and construction observation funding is allocated within the forthcoming 2023 Budget.

Village Board and/or Committee Action

N/A

Documents Attached

1. Engineering Professional Services Agreement
2. Charleston Road HR Green Proposal
3. Grant Street HR Green Proposal

VILLAGE OF HINSDALE
19 E. Chicago Ave.
Hinsdale, IL 60521

ENGINEERING PROFESSIONAL SERVICES
AGREEMENT
ARPA Drainage Improvements
Design Engineering Services

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE VILLAGE OF HINSDALE AND
HR GREEN, INC.

This Professional Services Agreement is entered into this 6th day of September 2022, by and between the Village of Hinsdale, an Illinois Municipal corporation (hereinafter referred to as the "Village") and HR Green, Inc. (hereinafter referred to as the "Engineer") (collectively referred to as the "Parties").

Whereas, the Village is seeking professional services for design engineering for the ARPA Drainage Improvements Project (herein referred to as the "Project");

Whereas, Engineer submitted a Proposal dated 07/25/22 to provide said services for the Project;

Whereas, based upon Engineer's competence and the Village's prior experience with Engineer's work quality, the Village, through the Engineering Division, has chosen Engineer for the Project;

NOW THEREFORE, Engineer agrees to perform the services set forth herein and the Village agrees to pay for said services under the following terms and conditions:

SECTION 1. DEFINITIONS.

Whenever used in this Agreement, the following terms shall have the meanings indicated and the singular shall be read to include the plural and vice versa.

A. The term "Agreement" shall mean the entire integrated agreement between Engineer and the Village setting forth the terms and conditions governing the performance of the Project.

B. The term "Change Order" the document signed by Engineer and the Village which authorizes the performance of services beyond the Scope of Work to be supplied under the Agreement, which is issued on or after the Effective Date of this Agreement.

C. The "Engineer" shall mean HR Green, Inc., its employees, agents, subcontractors, duly authorized representatives or others performing work on its behalf. To the extent any work performed under this Agreement is performed by subcontractors, the term "Engineer" shall include such subcontractors.

D. The term "Deliverable" shall mean the plans, specifications, documents, reports, or other item to be prepared and completed by Engineer pursuant to this Agreement.

E. The terms "Includes" and "Including" shall not be construed as limited to.

F. The term "May" is permissive; except the phrase "no person may" shall mean that no person is required, authorized, or permitted to do the act prohibited.

G. The terms "Provide" "Furnish" and "Perform" shall be deemed to imply an obligation on the part of Engineer to obtain, deliver and pay for any material, product, service or other incidental item required under the Agreement, and includes an obligation on the part of Engineer to supply and pay for all labor and services necessary to properly complete the Work, and/or put into and otherwise make ready for its intended use any deliverable, service, item or other Work required by the Agreement.

H. The term "Shall" is imperative.

I. The term "Project" means the scope, extent, or amount of services, deliverables, items, or labor related to the design engineering services for the ARPA Drainage Improvements Project as more fully described of Exhibit "A" attached hereto.

J. The terms "Statute," "Law," "Regulation" and "Ordinance" shall be deemed to include all revisions, amendments, and supplements.

K. The term "Village" shall mean the Village of Hinsdale, an Illinois Municipal Corporation, its officers, directors, trustees, authorized representatives and employees.

L. The term "Work" shall mean the all services, labor, materials, equipment, and services provided or to be provided by the Engineer under the Agreement.

SECTION 2. GENERAL REQUIREMENTS-ENGINEER.

A. Engineer agrees to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Engineer shall have sole responsibility for the design engineering, development of contract documents, and related services that meets the Village's performance expectations and satisfies any applicable state, federal or local laws or regulations.

B. Engineer's role with respect to the Project is solely that of an independent contractor. No right of review; requirement of approval; or other provision of this Agreement or subsequent conduct between the Parties shall be construed to create a relationship between the Parties as that of employer-employee principal and agent, partners, or joint ventures. Engineer shall have no authority or right to enter into any contract, or incur any debt or liability of any nature in the name of, or on behalf of, the Village.

C. Engineer shall not be performing any services with respect to construction oversight. Accordingly, Engineer shall have neither control over or charge of, nor be responsible for the means, methods, techniques, performance or sequence of construction, nor the assurance of site or employee safety. The Village shall cause these contractor responsibilities to be set forth in any subsequent contract to be entered into for construction and installation. It shall be the authority of the Village, not the Engineer, to stop the work of

any contractor or any subcontractor on the Project.

D. Engineer warrants and represents that it shall have the Intellectual Property rights (including, but not limited to, patent, copyright, trademark, service mark, or trade secret rights) to any Deliverable that will be provided to the Village during the performance of this Agreement and that transfer of said Deliverables to the Village shall not violate or infringe upon the Intellectual Property rights of any third party.

E. Engineer agrees to perform no professional services during the term of the contract for any person, firm or corporation, for any project or work that may be subject to the Village's review/inspection, to occur or occurring within the corporate limits of the Village, or contiguous to the corporate limits of the Village without notification to the Village prior to rendering services. Engineer agrees to provide the Village with written notification whenever the services provided under this Agreement shall require Engineer to review or inspect work performed by any other firm or corporation for whom Engineer is or has within the previous twelve (12) months provided professional services, or with any of Engineer's partners or principals have a financial interest. The Village may at its discretion disqualify Engineer from participation as representative of the Village in such projects.

F. Engineer represents that its employees, agents and subcontractors currently hold, and shall maintain throughout the completion of the Work, all required licenses, permits and certificates, and have duly registered and otherwise complied in all respects with any applicable federal, state and local laws, regulations and ordinances applicable to the performance of this Agreement.

G. Engineer agrees to perform the services contemplated under this Agreement in a timely manner, with completion no later than 5/1/23.

SECTION 3. GENERAL REQUIREMENTS-VILLAGE.

A. The Village agrees to provide full information regarding requirements for and about the Project, including the Village's objectives, schedule, constraints, criteria, special equipment, systems and site requirements. To the extent additional information readily available to the Village is requested by Engineer during the performance of the Project, the Village shall provide said information promptly and without cost or expense to the Engineer.

B. The Village agrees to provide timely review of any reports, drafts or other materials as requested by Engineer.

SECTION 4. SCOPE OF SERVICES.

A. As more fully set forth in its proposal dated 07/25/22, attached hereto as Exhibit "A", Engineer agrees to provide all labor, materials, expertise, services and consultation related to the inspection, design engineering, development of contract documents, and related services for the Project. Exhibit "A" is incorporated herein by reference except for the General

Terms and Conditions attached thereto and except to the extent any term in Exhibit "A" is inconsistent with the terms in this Agreement

B. Engineer shall have the sole and ultimate responsibility for designing and drafting

documents that meet the Village's performance expectations and satisfy all applicable laws, regulations and requirements of any federal, state, local or other regulatory authority.

SECTION 5. COMPENSATION AND PAYMENT FOR ENGINEER'S SERVICES.

A. Contract Amount.

Engineer agrees to provide the professional services and deliverables set forth in the Scope of Work, and the Village agrees to compensate Engineer for said performance, the Contract Amount of not-to-exceed \$45,700.00.

B. Hourly Rates and Costs.

Compensation for the services set forth in the Scope of Work shall be computed on the basis of the schedule of hourly rates for the professional services set forth in Exhibit "A." The Contract Amount includes Engineer's direct costs.

C. The Village agrees to make payments and to pay interest on unpaid balances under the provisions of the Local Government Prompt Payment Act. However, in no event shall Engineer be reimbursed for work performed that exceeds the Contract Amount without the Village's prior written consent and authorization.

D. Engineer shall submit invoices no more than once per month. Invoices shall provide a detailed breakdown of the amount billed, including the name, title, rate of pay, hours worked and services rendered by each individual during the period stated. Invoices shall be submitted in duplicate and shall reflect all prior amounts billed and paid to date. Invoices shall be accompanied by a progress report setting forth the rates of completion for all tasks scoped and for all deliverable products. Invoices shall not be deemed due unless and until a progress report has been submitted.

SECTION 6. DELIVERY AND OWNERSHIP OF DOCUMENTS.

A. All Deliverables, including but not limited to, any plans, specifications, reports, or other project documents prepared by Engineer pursuant to this Agreement shall be the exclusive property of the Village and Engineer shall provide such work product to the Village immediately upon request or upon the expiration or termination of this Agreement.

B. The Deliverables prepared by Engineer pursuant to this Agreement are intended for the express and sole use of the Village for this Project only. Any reuse by the Village on extensions of the Project or any other project or, any modification of the Deliverables by the Village without the specific written verification or adaptation by Engineer, shall be at Village's sole risk. Engineer shall not be liable for any damage or loss resulting from said reuse or modification by the Village.

C. Engineer shall provide the Village with the Deliverables both printed form and electronically. All reports and related information shall be compatible with of "Microsoft Word 2003," by Microsoft Corporation, or latest version; all spreadsheets and related information shall be compatible with "Microsoft Excel 2003" by Microsoft Corporation, or latest version; and all CAD related information shall be compatible with "AutoCAD 2008" by Autodesk Corporation, or latest version. Deliverables in printed form shall be of a quality

that assures total reproducibility by the Village.

D. Upon the condition that Engineer has received the prior written consent of the Village, Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Village's confidential and proprietary information if the Village has previously advised the Engineer in writing of the specific information considered by the Village to be confidential and proprietary.

SECTION 7. INSURANCE.

A. Scope of Coverage and Amounts.

During the term of the Project, Engineer shall procure and maintain insurance against all claims for injury to or death of a person or persons or damage to property, which may arise wholly or in part from the performance of the services hereunder by Engineer. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

1. Commercial General Liability, with the Village as an additional insured, \$1,000,000 combined single limit per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than \$2,000,000.
2. Business Auto Liability, \$1,000,000 combined single limit per accident for bodily injury and property damage;
3. Workers Compensation and Employers' Liability in amounts required by statute (the policy shall include a 'waiver of subrogation');
4. Umbrella Coverage- \$2,000,000 per occurrence; and,
5. Professional Liability – \$1,000,000 each claim covering negligent acts, errors, and omissions in connection with professional services to be provided by Engineer under this Agreement, and providing for indemnification and defense for injuries arising out of same, with a deductible not-to-exceed \$50,000 without prior written approval.

If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Agreement. In the event the policy is cancelled, not renewed or switched to an occurrence form, the Engineer shall provide 30 days written notice prior to the cancellation, non-renewal, or switch and the Engineer shall purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

B. Upon execution of this Agreement, Engineer shall furnish to the Village satisfactory proof of coverage of the above insurance requirements. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" in a form acceptable to the Village. Said certificates shall expressly provide that, for the duration of the Agreement, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount. In addition, said

certificates shall list the Village and its corporate authorities, officials, agents and employees as an additional insured on all required insurance policies except the policy for professional liability and workers' compensation.

1. All insurance required herein of Engineer shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

2. Engineer shall require all subcontractors not protected under the Engineer's policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Engineer. Engineer shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any Work by a subcontractor.

3. Engineer expressly understands and agrees that any bonds or insurance policies required to be maintained pursuant to this Agreement shall in no way limit the degree, amount, or extent of Engineer's responsibility to indemnify, keep and save harmless and defend the Village, their officers, agents, employees, representatives and assigns. Engineer's insurance coverage (both primary and excess) shall be primary as respect to any insurance or self-insurance maintained by the Village, which said insurance of the Village shall solely be excess of Engineer's insurance and shall not contribute with Engineer's insurance coverage.

SECTION 8. CHANGES IN WORK.

A. The Village reserves the right to request additional work or services beyond that stated in the Scope of Work or, to delete certain work or services currently set forth in the Scope of Work. Any such changes by the Village shall not invalidate the Agreement or relieve the Engineer of any obligations under this Agreement. Changes to the Work shall be authorized in writing and executed by the Parties. Engineer shall not proceed with any extra work unless and until a Change Order is executed by the Parties.

B. Unless otherwise agreed, the Village shall compensate Engineer for any extra work according to the rates set forth in Exhibit "A" to this Agreement. Engineer shall not be entitled to an adjustment to the Contract Amount for any work performed outside the scope of the Agreement and for which no prior written authorization by the Village was obtained; or, for work which exceeds the Contract Amount or other agreed upon pricing and for which no Change Order was executed prior to exceeding the Contract Amount.

SECTION 9. USE OF SUBCONTRACTORS AND CONFLICTS OF INTEREST.

Except as otherwise stated herein, Engineer may elect to use subcontractors to perform certain portions of the services to be provided under this Agreement; however, Engineer shall perform the majority of the work on the Project. Any use of subcontractors shall require the prior written approval of the Village, said approval shall not be unreasonably withheld. Engineer shall not be entitled to any payment for services performed by subcontractors for whom prior written approval of the Village was not obtained. Engineer shall

remain ultimately responsible for all work performed with respect to the Project and shall ensure that subcontractors comply with the terms stated in this Agreement.

SECTION 10. INDEMNIFICATION.

A. Engineer shall hold harmless, and indemnify the Village, its corporate authorities, trustees, officers, directors, and employees from and against any and all injury, death, loss, property damage, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs, or other liabilities of any character (including reasonable attorney's fees) to the extent arising out of: (a) failure to comply with, or violation of, any known federal, state or local law, statute, regulation, rule, ordinance, order, or governmental directive; (b) negligent acts, omissions or willful misconduct; (c) failure to comply with the terms, conditions, representations, or warranties contained in the Agreement; (d) infringement of any patent, trademark or copyright; and, e) performance under this Agreement by Engineer, its Subcontractors, or others performing or furnishing any Work directly or indirectly on Engineer's behalf. The terms of this indemnity shall survive the suspension, expiration or termination of this Agreement.

B. The Village shall hold harmless, and indemnify Engineer, its corporate authorities, trustees, officers, directors, agents, assigns, and employees from and against any and all injuries, deaths, losses, judgments, claims, suits, liabilities, actions, demands, expenses, costs, including reasonable attorney's fees, to the extent arising out of negligent acts, omission, or willful misconduct in the performance under this Agreement by the Village, its employees, officers, directors, agents, or others working on its behalf, except that arising out of the sole legal cause of the Engineer. Nothing in this paragraph, however, shall be construed to create an obligation, right of action, or right of recovery that would otherwise not exist at law or in equity. Nor shall the terms of this paragraph be construed as a waiver by the Village of any right or defense it has, or otherwise would have had at law or in equity, but for this paragraph.

C. Kotecki Waiver. Engineer (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Engineer agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Engineer's employees, except to the extent those claims arise as a result of the Village's or own negligence.

D. In any contract the Village may subsequently enter into for construction related to the Project, the Village agrees to use its best efforts to require the contractor to indemnify, hold harmless, and defend the Engineer, its officers, employees and agents from and against any and all claims, suits, demands, liabilities, losses, damages, and costs, including but not limited to costs of defense, arising in whole or in part out of any act or omission of the contractor, its employees, agents, and subcontractors, or anyone for whose acts contractor may be liable.

SECTION 11. COMPLIANCE WITH LAWS.

A. Engineer agrees and certifies that it will comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental

authority or regulatory body, now in effect or which may be in effect during this Project. The scope of the laws, regulations, and rules referred to in this paragraph include, but in no way are limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act, all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Department of Human Rights, Human Rights Commission, or EEOC.

B. Without limiting the generality of the foregoing, pursuant to the requirements of Illinois law concerning public contracts, Engineer shall comply with each of the following as may be applicable:

1. Sexual Harassment Policy. Engineer certifies that it has a written sexual harassment policy defining sexual harassment as required in Section 2-105 of the Ill. Human Rights Act. 775 ILCA 5/1-105, *et seq.*
2. Tax Payments. Engineer certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as set forth in 65 ILCS 5/11-42.1-1.
3. Equal Pay Act of 2003. Engineer, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*
4. Public Works Employment Discrimination Act. The Engineer certifies that it will comply with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/0.01, *et seq.*) which prohibits unlawful discrimination by any entity in the contracting for or performance of all public contracts with the State of Illinois and all of its political subdivisions. As required by this State Act, all of its provisions are incorporated herein by reference and are reprinted below.
5. Illinois Human Rights Act-Equal Opportunity Clause. Engineer certifies that it is an "Equal Opportunity Employer" as defined by federal and state laws and regulations, and agrees to comply with the Illinois Department of Human Rights (IDHR) Equal Opportunity clause as required by the IDHR's Regulations (44 Ill. Admin. Code, Part 750, Appendix A), which is considered to be part of any public contract or purchase agreement. As required by State law and IDHR Regulation, the Equal Opportunity clause is reprinted below.

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Engineer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Engineer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Engineer agrees as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women

are underutilized and will take appropriate affirmative action to rectify any such underutilization.

2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.

4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules, the Engineer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations hereunder.

5) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.

6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.

7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Engineer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

10/1. Discrimination in employment prohibited

§ 1. (a) No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of

any kind, by, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof.

(b) The Illinois Human Rights Act applies to all contracts identified in subsection (a).

10/2. Deemed incorporated in contract

§ 2. The provisions of this Act shall automatically enter into and become a part of each and every contract or other agreement hereafter entered into by, with, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, providing for or relating to the performance of any of the said work or services or of any part thereof.

10/3. Includes independent contractors, etc.

§ 3. The provisions of this Act also shall apply to all contracts entered into by or on behalf of all independent contractors, subcontractors, and any and all other persons, association or corporations, providing for or relating to the doing of any of the said work or the performance of any of the said services, or any part thereof.

10/4. Deduction from compensation

§ 4. No Engineer, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the State or for any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Engineer by the State of Illinois or by any municipal corporation thereof, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Act.

10/5. Recovery by injured person

§ 5. Any person, agency, corporation or association who violates any of the provisions of this Act, or who aids, abets, incites or otherwise participates in the violation of any of the provisions, whether the violation or participation therein occurs through action in a private, public or in any official capacity, shall be guilty of a petty offense for each and every violation or participation therein with respect to each person aggrieved thereby, to be recovered by each such aggrieved person, or by any other person to whom such aggrieved person shall assign his cause of action, in the circuit court in the county in which the plaintiff or the defendant shall reside.

10/6. Violations: punishment

§ 6. Any person who or any agency, corporation or association which shall violate any of the provisions of the foregoing sections, or who or which shall aid, abet, incite or otherwise participate in the violation of any of the said provisions, whether the said violation or participation therein shall occur through action in a private, in a public, or in any official capacity, shall also be deemed guilty of a petty offense for each and every said violation or participation or, in the case of non-corporate violators, or participators, of a Class 8 misdemeanor.

10/7. To be inscribed in contract

§ 7. The provisions of this Act shall be printed or otherwise inscribed on the face of

each contract to which it shall be applicable, but their absence there from shall in no wise prevent or affect the application of the said provisions to the said contract.

10/8. Partial invalidity: construction

§ 8. The invalidity or unconstitutionality of any one or more provisions, parts, or sections of this Act shall not be held or construed to invalidate the whole or any other provision, part, or section thereof, it being intended that this Act shall be sustained and enforced to the fullest extent possible and that it shall be construed as liberally as possible to prevent refusals, denials, and discriminations of and with reference to the award of contracts and employment hereunder, on the ground of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.

SECTION 12. SUSPENSION AND TERMINATION OF SERVICES.

A. Suspension of Work

The Village may, at any time, by written notice to the Engineer require the Engineer to stop all, or any part, of the Work required by the Agreement. Upon receipt of such a notice, the Engineer shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the Work covered by the notice. Engineer shall, upon receipt of notice of suspension, identify in writing all Work that must be completed prior to suspension of the Work, including all Work associated with suspension that must be performed. With respect to Work so identified by Engineer and approved by the Village, the Village will pay for the necessary and reasonable costs associated with that Work. Engineer shall not be entitled to any claim for lost profits due to the suspension of the Work by the Village.

B. Termination of Agreement

1. The Village reserves the right to terminate the whole or any part of this Agreement, without cause, upon ten (10) calendar day's written notice to the Engineer.
2. The Village reserves the right to terminate the whole or any part of this Agreement, upon ten (10) calendar day's written notice to the Engineer in the event of default by the Engineer.

a. Default is defined as the failure by Engineer to correct defective Work as required; the persistent failure to carry out the Work in accordance with the Agreement; or, the failure to make sufficient progress to endanger timely completion of the Work.

b. Engineer shall also be deemed in default if the Engineer: 1) is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of creditors or if a trustee or receiver is appointed for the Engineer or for any of the Engineer's property on account of the Engineer's insolvency, and the Engineer or its successor in interest does not provide adequate assurance of future performance in accordance with the Agreement within 10 days of receipt of a request for assurance from the Village; 2) repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment; 3) repeatedly fails to make prompt payments to Subcontractors or suppliers at any tier, or for labor, materials or equipment; 4) disregards laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction; or 5) otherwise violates any material term of the Agreement.

c. If Engineer shall assign this Agreement or abandon the Work or shall neglect or refuse to comply with the instructions of the Village relative thereto or shall fail in any manner to comply with the specifications or stipulations herein contained or if at any time the Village shall be of the opinion that the Work is unnecessarily delayed and will not be finished within the prescribed time, or that unnecessary inconvenience is being imposed upon the public or unnecessary expense is being incurred by the Village for inspection and supervision, the Village shall notify the Engineer, in writing, to that effect. If the Engineer does not, within five (5) calendar days thereafter, take such measures as will in the judgment of the Village ensure the satisfactory completion of the Work within the prescribed time or prevent unnecessary inconvenience to the public or prevent unnecessary expense to the Village, then the Village may take such actions as deemed necessary, at the cost to the Engineer, to correct such delay or, the may declare the Engineer to be in default and terminate the Agreement.

3. Upon receipt of notice of termination, Engineer shall identify in writing all Work that must be completed prior to termination of the Work, including all Work associated with termination that must be performed. Only with respect to Work so identified by Engineer and pre-approved by the Village, the Village will pay for the necessary and reasonable costs associated with that Work. Engineer shall not be entitled to any claim for lost profits due to the termination of the Work by the Village.

SECTION 13. NOTICES.

All notices, communications and/or demands given pursuant hereto shall be in writing and shall be deemed sufficient if sent by certified mail, return receipt requested, addressed as set forth at the following addresses, or at such other addresses as the Parties may designate by written notice in the manner aforesaid:

If to Village:

Village Manager
Village of Hinsdale
19 E. Chicago Avenue
Hinsdale, Illinois 60521

If to Engineer:

Village Engineer
Village of Hinsdale
19 E. Chicago Avenue
Hinsdale, Illinois 60521

The date of mailing shall be deemed the date of service. Either Party may change the address for notice by the aforesaid procedure.

SECTION 14. MISCELLANEOUS PROVISIONS.

A. Assignment.

Engineer shall not assign this Agreement or any portion thereof. The merger, consolidation, or liquidation of Engineer or any change in the ownership of or power to vote 33 and 1/3% or more of Engineer's capital stock, as held as of the date of execution of this Agreement, shall be deemed an assignment, provided however, that transfer of ownership of shares of capital stock between persons who, on the date of this Agreement, are owners of Engineer's capital stock, shall not constitute an assignment.

B. Governing Law.

For any legal action between the Parties concerning the interpretation, construction and

enforcement of this Agreement, or subject matter thereof, venue shall be in Cook County, Illinois and the laws of the State of Illinois shall govern the cause of action. In any action involving the interpretation or construction of the terms herein, this Agreement shall not be construed in favor of, or against, either Party.

C. Captions.

The captions set forth herein are inserted solely for ease and convenience of reference and are not intended to provide a basis for the construction and interpretation of this Agreement.

D. Entire Agreement.

This Agreement contains all negotiations, agreements, covenants and understandings between the Parties and supersedes any such prior written or oral agreement. This Agreement may not be modified or amended unless such modification or amendment is evidenced in writing, signed by both Parties and dated on the same date as, or later date than, the date of this Agreement.

E. Waiver.

The failure of either Party to enforce any term, condition, or covenant (herein referred to as "provision") of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with such provision and every other provision of this Agreement. No provision of this Agreement shall be deemed to have been waived by either Party unless such waiver is in writing by said Party.

F. Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create enforceable rights in favor of any third party not a party hereto, or a contractual relationship with, or a cause of action in favor of, any third party against either the Village or Engineer.

G. Survival.

The aforesaid covenants, agreements, representations and warranties shall survive the expiration or termination of the Agreement.

IN WITNESS WHEREOF, the Village of Hinsdale and Engineer, by their duly authorized representatives, have hereunto set their hands.

Accepted this ____ day of _____ 2022,

Engineering Consultant

By: _____

(Printed Name and Title)

Accepted this 6th day of September 2022,

The Village of Hinsdale, Illinois

By: _____

Kathleen A. Gargano, Village Manager

Exhibit A – HR Green, Inc. Proposals dated 07/25/22



Exhibit A

PROFESSIONAL SERVICES AGREEMENT

For

CHARLESTON ROAD DRAINAGE IMPROVEMENTS SURVEYING SERVICES, DESIGN & BID/CONTRACT PLAN PREPARATION

Matthew Lew, P.E.
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521-3489
630-789-7000

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HR Green, Inc.
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HR Green Project Number: 220931

July 13, 2022
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THIS **AGREEMENT** is between Village of Hinsdale (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The proposed scope of services, associated fees, and deliverables required are based on the Charleston Street Drainage Model & Concept Design Technical Memorandum - Preferred Option Concept Plan as developed by COMPANY and dated January 2022. CLIENT prepared a grant application for American Rescue Plan Act (ARPA) funding which was accepted by DuPage County via letter notification dated June 7, 2022. CLIENT requested COMPANY to prepare a proposal to provide consulting engineering services associated with project improvements.

The services required for this project are to include partial topographic survey, design, bid/construction document preparation, and bidding assistance for proposed Improvements for the proposed Charleston Street Drainage Improvements. Specifically, the proposed improvements consist of proposed 24" diameter storm sewer, approximately 310 feet in the vicinity of 3/5 Charleston Road residences and replacement of a dual-barrel corrugated metal culvert which is deteriorated with a 3'x7' precast concrete box culvert and end sections. The Culvert replacement is located near 11/13 Charleston Rd. residences. Also included in the proposed improvements will be the removal and reconstruction of storm sewer laterals, manholes, and inlets; Hot Mix Asphalt (HMA) removal and patching; combination curb and gutter removal and replacement; and other ancillary components including erosion control, traffic control, construction layout, and site restoration.

The proposed improvements are intended to significantly reduce currently occurring frequent flooding at the low point of Charleston Road which extends into the residential properties located at 3 & 5 Charleston Road.

It is understood that Local Village General Funding will be utilized for the design and construction observation components of these proposed improvements. The Construction will be funded in part by an ARPA Grant from DuPage County. Up to \$122,290 will be paid for by the APRA Grant with the remainder being paid for by Local General Funding per an Intergovernmental Agreement (IGA) between the Village of Hinsdale and DuPage County (DuPage) for the Construction of this project.

1.2 Design Criteria/Assumptions

The plans will be prepared in accordance with standard design guidelines from Village of Hinsdale, Applicable DuPage County ordinances, policies, guidelines, standard details and specifications, as applicable, applicable Illinois Department of Transportation (IDOT) Standard Specifications for Road and Bridge Construction, and applicable Standard Specifications for Water and Sewer Construction in Illinois, latest editions.

See Section 3.0 Deliverables and Schedule for anticipated project schedule.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

2.1 Surveying Services

A. Partial Topographic Survey

i. Right-of-Way

As required to supplement right-of-way survey from previous drainage study and conceptual design services, COMPANY will locate the existing right-of-way of the street segments along the proposed improvements for Charleston Street. COMPANY will calculate the existing right of way based on found monuments and documentation. Preliminary fieldwork will be done using adjoining subdivision plats, tax maps and deeds.

ii. Field Survey

As required to supplement topographic survey from previous efforts, COMPANY will perform partial topographic survey of the street and other project segments listed above and will include visible, above ground, improvements lying within those limits. The survey will extend to the existing right-of-way on both sides of the north portion of Charleston Street and between the residents at 3 & 5 Charleston Road along the existing drainage easement. Cross Sections are not anticipated to be required and are not included herein. COMPANY will locate visible manhole structures and provide invert depths and pipe sizes (where possible) on public storm, sanitary and water main utilities located within the limits specified above. COMPANY will attempt to map the underground utilities within the limits specified above based on best available information (i.e. Julie markings, CLIENT Atlas, evidence observed at each manhole, etc.). Trees six (6) inches or larger in diameter will also be located and shown on the survey, but species will not be identified. Elevations will be referenced to the Hinsdale datum, which is on the NAVD 88 vertical datum. Coordinates will be tied to the Illinois State Plane, East Zone (NAD 83) Coordinate System.

iii. Survey Drawing

The final drawing will depict existing visible improvements within the areas described above, as well as street names, house numbers and the existing right of way lines as determined by COMPANY. The final drawing will be incorporated into the Engineering Plans to be prepared by COMPANY. The drawing will be completed in Microstation V8 with data processed in Geopak. Because the topographic data collected will be used specifically for in-house design, a Topographic Survey Plat will not be prepared and therefore is not included within this contract.

2.2 Design and Bid/Construction Document Preparation

A. Design, Contract Plan Preparation and Bidding Services – COMPANY shall provide the following design, bid/construction document preparation and bidding services for the benefit of the project and the CLIENT:

- i. Data collection as detailed in the previous section and project setup.
- ii. Project specifications and special provisions.
- iii. Site visits.
- iv. Utility location mapping request.

- v. Existing utility information shall be developed from the above ground facilities picked up by the CLIENT mapping and information acquired from the utility owners (utility atlas).
- vi. *Geotechnical Engineering Services – For the scope of improvements specified for this project – one boring per block of earth excavation or trenching, COMPANY anticipates that one (1) total (1) soil boring to six (6') feet depth and related chemical analysis for anticipated areas of reconstruction as recommended by geotechnical engineering professional, including testing for VOCs, SVOCs, Total 8 RCRA Metals, and pH and preparation of IEPA LPC-663 forms. Those services are included herein. Sub-consultant proposal/agreement can be seen in Attachment – A.*
- vii. The drainage improvements are anticipated to include the construction of approximately 310 feet of 24" diameter storm sewer with adjacent manhole and inlet structures in the low point and drainage easement located between 3 & 5 Charleston Street. Additionally, the existing dual-barrel CMP culvert which crosses the north portion of Charleston Street near residences at 11 & 13 will be removed and replaced with a precast concrete box culvert (3' high x 7' wide) with concrete end sections.
- viii. Existing curb and gutter and roadway which are impacted by the proposed drainage improvements will be removed and reconstructed. All trees shall remain undisturbed, unless conditions require otherwise, per field inspection by the COMPANY and/or direction from the CLIENT.
- ix. Modifications to the roadway geometry are not anticipated to be required. Combination Concrete Curb and Gutter within the project limits shall be checked for positive drainage to prevent ponding within the gutters and designed for removal and replacement, if necessary.
- x. The special provisions and details for the storm sewer construction shall be based on standard open cut methods to allow for disconnection and reconnection of the utility service lines. Specifications and details for trenchless utility construction shall be included for select segments if it is determined by the COMPANY to be the most efficient method of construction due to project constraints.
- xi. Notice of Intent/Notice of Termination submittal to IEPA is not anticipated to be required as disturbed area is anticipated to be less than one (1) acre.
- xii. Develop pay items and schedule of quantities.
- xiii. COMPANY shall develop three (3) Engineer's Opinion of Probable Construction Cost(s) (EOPCC) for the proposed improvements – one (1) to accompany the preliminary submittal at (30%), pre-final document submittal (90%) and final (100%) document submittals.
- xiv. Estimate of Time (EOT) for construction schedule estimate.
- xv. Coordination with CLIENT and other required Agencies.
- xvi. Disposition of review comments.
- xvii. Design Quality Control.
- xviii. COMPANY will assist the CLIENT in advertisement for bid. It is assumed that the fees for advertisement are not included in this contract proposal but are to be paid for by the CLIENT as a reimbursement or directly.
- xix. COMPANY will attend one (1) bid opening meeting at the CLIENT and provide bid evaluation input and a recommendation of award to the CLIENT.
- xx. Administration and Project Management.

B. Meetings, Coordination, and Administration

COMPANY shall prepare meeting minutes and distribution to meeting attendees. The required number of meetings is estimated as noted below for the purposes of said contract scope and fees. The meetings may differ from this contract as directed by the CLIENT and are subject to additional compensation per contract addendum.

- Three (3) design related meetings with the CLIENT.
- One (1) Bid Opening

This task also involves the management oversight of the project which will include the on-going review of the project design, schedule and budget, contract file management, general coordination and correspondence between COMPANY, the CLIENT, the review agencies, and subcontractors.

3.0 Deliverables and Schedules Included in this Contract

Anticipated Deliverables –

- A. Preliminary Design Documents (30% completion)
- B. Pre-Final Bid/Construction Documents (90% completion)
- C. Final Bid/Construction Documents (100% completion)
- D. Engineer's Opinion of Probable Construction Costs: Three (3) total, included with each Preliminary, Pre-Final, and Final Bid/Construction Document submittals

Anticipated Project Schedule-

- Design Notice to Proceed - August 2022
- 30% Submittal to CLIENT– Sept 5, 2022
- Receipt of Comments – September 19, 2022
- Final P,S, & E for Bidding – October 10, 2022
- Bids Advertised – October 10, 2022
- Local Bid Opening – October 28, 2022
- Construction Start – April 2023
- Construction Substantial Completion – Summer 2023

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

- A. Permit fees as applicable;
- B. Environmental studies including Abbrev. Phase 1 Report*;
- C. Location Drainage Study services*;
- D. Construction Observation Services*;
- E. Structural design services*;
- F. Floodplain analysis/study service*;

- G. Wetland delineation/mitigation services*;
- H. Right of way and easement plat preparation*;
- I. Construction staking and layout*;
- J. Record Drawings by Contractor*: and
- K. *Geotechnical Services, beyond what is noted within.*

*COMPANY can provide services as required with Addendum to Agreement.

COMPANY shall not supervise, direct or have any control over the contractor's work. COMPANY shall not have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor. Also, COMPANY is not responsible for the contractor's safety precautions or programs in connection with this work. These rights and responsibilities are solely those of the contractor.

COMPANY shall not be responsible for any acts or omissions of the contractor, subcontractor or any entity performing any portion of the work, or any agents or employees of any of them. COMPANY does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract drawings and documents.

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

A. *Services by others – See Attachment A for Geotechnical Engineering Services..*

6.0 Client Responsibilities

Information required to be provided by the CLIENT as part of this contract includes:

- A. Construction schedule expectations;
- B. Existing utility mapping and atlases;
- C. Existing right of way information;
- D. Existing soils data, if available;
- E. Existing pavement composition and thickness, if applicable;
- F. CLIENT design guidelines;
- G. CLIENT Code of Ordinances; and
- H. Review of Preliminary (30%); Pre-Final (90% completion); and Final Bid/Construction Documents (100% completion).

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the agreement is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable

reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the work is done.

7.2 Invoices

Invoices for COMPANY's services will be submitted, on a monthly basis. Invoices will be due and payable upon receipt in accordance with the Illinois Prompt Payment Act 50ILCS 505. If any invoice is not paid within these timelines, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services.

7.3 Extra Work

Any work required but not included as part of this contract shall be considered extra work. Extra work will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These work items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of **\$28,030.00**

ITEM	MAN-HOURS	LABOR COST	DIRECT COST (1)	SUB CONSULTING
2.1 Surveying Services				
Topographic Survey	10	\$ 1,570.00	\$ 100.00	
2.2 Design & Contract Plan Preparation				
Drainage Improvement Design & Contract Plan Preparation	147	\$ 21,130.00		
Geotechnical Engineering	N/A			\$ 1,980.00
Meetings, Coordination, Administrative & QC/QA	18	\$ 3,075.00	\$ 175.00	
Subtotals:	175	\$ 25,775.00	\$ 275.00	\$ 1,980.00
Contract Total:			\$ 28,030.00	

(1) Direct Costs - Includes Postage, Mileage for meetings/Field Visits, & Plotting Costs. Details are available upon request.

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for

services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the

submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT'S AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors,

employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

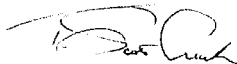
8.37 Municipal Advisor:

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

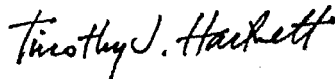
This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.



T. Scott Creech, P.E.



Approved by:

Printed/Typed Name: Timothy J. Hartnett

Vice President/Practice Leader of

Title: Governmental Services - Midwest Date: 07/25/2022

Village of Hinsdale

Accepted by:

Printed/Typed Name:

Title:

Date:

ATTACHMENT - A

Environmental Property Transfer
Site Assessments

Underground Tank Management

LUST & RCRA Environmental
Closure Plans & Permits

Groundwater Hydrogeologic
Investigations & Monitoring

Wetland Mitigation
Studies & Permits

SEECO Environmental Services, Inc.

SPECIAL AND HAZARDOUS WASTE MANAGEMENT

Hazardous Waste Site
Environmental Assessments &
Remedial Design

Hydrocarbon Contaminated
Soils & Groundwater
Remediation Design &
Clean-Up

Asbestos Management Services

Industrial Hygiene Services

Indoor & Outdoor Air
Quality Studies & Permits

July 25, 2022

Mr. Scott Creech, P.E.
HR Green
323 Alana Dr.
New Lenox, IL 60451

PROPOSAL AND CONTRACT

Sampling, Environmental Laboratory Analysis
and LPC Form Preparation for CCDD Disposal,
Grant Ave. & Charleston Road Sites, Hinsdale, IL

Dear Mr. Creech,

As part of the IEPA requirements for Source Site Certification and Demolition Debris/Uncontaminated Soil Fill Operation, SEECO proposes to perform source/site specific services. As part of the criteria for SEECO to provide a Professional Engineer's Certification on the IEPA LPC-663 Form, the following services will be applicable:

One (1) location will be sampled and screened from each of the two areas proposed for excavation. Representative soil samples will be collected and field screened for the presence of volatile organic vapors using a photo ionization detector (PID). Visual and olfactory senses will also be used to screen the soil samples for the presence of petroleum hydrocarbons. One (1) representative discrete soil sample per site determined by field observations to be the most conducive to transmitting potential contamination will be analyzed by an Environmental Laboratory for the following parameters: VOCs, SVOCs, Total 8 RCRA Metals and pH. If the samples do not display an elevated PID reading or indicate contamination above the MAC Table, then the soil will be assumed to be, to the best of our knowledge, clean, uncontaminated fill material. This information will be documented on the IEPA LPC-663 form. The soil probe utilized to obtain the sample will extend to approximately 3 feet. One (1) form will be prepared per site.

Note: Above scenarios assume that materials are not from locations listed or adjacent to sites with known, or high potential for, soil contaminant issues. Screening or pre-screening of samples at job site is no guarantee that landfill facility will accept/not reject materials. Nor is it a determination that the site is entirely clean of contaminants per IEPA standards.

The cost for these services will be as follows:

Base Scope – LPC 663 and one (1) Chemical Analysis per Stated Parameters per site: \$1,980.00

Invoicing terms are net 30 days from date of invoice.

PROPOSAL AND CONTRACT

Sampling, Environmental Laboratory Analysis
and LPC Form Preparation for CCDD Disposal
Grant Ave. & Charleston Road Sites, Hinsdale, IL

July 25, 2022
Page 2

If this contract, including the attached General Conditions is acceptable, please indicate by signing one of the copies and returning it to our office. It is represented that by executing this contract you comprehend the terms and conditions set forth and agree to be bound by same.

We appreciate the opportunity to offer our services and are looking forward to working with you on this project.

Respectfully submitted,

APPROVED:

SEECO Environmental Services, Inc.

Name of Firm

Authorized Signature


Date

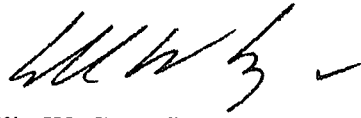
Please sign one copy and return it to our office and retain one copy for your files.

DCC:arm

Attachment

O:\Proposals\ENVIRONMENTAL\HRG 072522.doc


Donald C. Cassier
Director of Field Services


Collin W. Gray, S.E., P.E.
President

SEECO Environmental Services, Inc. - General Conditions

Scope of Work

SEECO Environmental Services, Inc. (hereinafter called SES) shall perform the services defined in this contract and shall invoice the Client for those services at the stated amount or standard rates shown on the attached fee schedule. The estimate of cost to the Client as stated in this contract shall not be considered as a firm figure, but only an estimate unless otherwise specifically stated in this contract. SES will provide additional services under this contract as requested by the Client and invoice the Client for those additional services at the standard rates, as quoted.

Soil Boring Locations

It is understood that the Client will furnish SES with a diagram indicating both the location of the site and the borings on that site. SES reserves the right to deviate a reasonable distance from the boring location specified unless this right is specifically revoked by the Client in writing at the time the location diagram is supplied. SES reserves the right to terminate this contract if conditions preventing the drilling at the specified locations are encountered which were not made known to SES prior to the date of this contract. SES will contact the underground utility locate network responsible in the locale being drilled. However, SES is not responsible for damage to underground utilities that are not marked, located or mislocated/mismarked whether said utility is party to the locating network or not. Client is responsible for locating proprietary utilities and/or underground structures and appurtenances. SES will backfill the boreholes with soil cuttings and match the surface to existing conditions, unless otherwise stated in the contract. SES is not responsible to maintain boreholes beyond initial backfilling, for any repair of settled backfill, or any costs associated with potential borehole settlement, including reparations or personal injury beyond our active on site exploration time.

Construction Observation and Testing

Unless otherwise stated in contract, field personnel charges are subject to an eight hour minimum, including portal-to-portal travel time. Any cancellations onsite will incur said eight hour minimum. Telephone cancellations received after travel time has commenced, but prior to arrival at the job site will incur a minimum charge of 3 hours to the client.

Access to Sites

Unless otherwise agreed, the Client will furnish SES with right-of-access to the site in order to conduct the planned investigation or inspection. SES will take responsible precautions to minimize damage to the site due to its operations, but has not included in the fee the cost of restoration of any damage resulting from the operations. This includes crop damage/restoration costs. If the Client desires, SES will restore any damage to the site and add the cost of restoration to the fee stated in the proposal contract.

Samples/Reports

All samples of soil and rock will be discarded 60 days after submission of the report unless the Client advises SES in writing to the contrary. SES will furnish three copies of each report to the client.

Subcontracts/Assignments

SES reserves the right to subcontract Civil, Geotechnical and Structural Engineering and related support services to SEECO Consultants Inc. and construction inspection, observation and testing services to SEECO Construction Services, Inc. Subcontracting rights are not limited to stated services or entities. Client may not assign this contract without express written consent of SES.

Invoices

Invoices will be submitted once a month for services performed during the prior month. Payment will be due within 30 days of receipt of invoice unless otherwise stated in contract. Interest will be added to delinquent accounts at the rate of two percent per month for each month of delinquency. The billing rates as described in the contract may be increased on the annual anniversary of the effective date of this contract at an annual rate not to exceed 10%. Any and all costs incurred in collecting delinquent invoices, including but not limited to legal fees, filing fees and costs, court costs, etc. will be added to the amount due.

Liability

SES is protected by Workman's Compensation Insurance (and/or employer's liability insurance) and by public liability insurance for bodily injury (limit \$1,000,000) and property damage (limit \$1,000,000) and will furnish certificates of insurance upon request. Within the limits of the insurance, SES agrees to save the Client harmless from loss, damage, injury or liability arising directly from the negligent acts or omissions of SES and its employees. If the Client's contract places greater responsibility upon SES or requires increased insurance coverage, SES will, if specifically directed by the Client, take out additional insurance, if obtainable, at the Client's expense, but will not be responsible for property damage from any causes, including fire and/or explosion beyond the limits of the insurance coverage.

Limitation of Liability

The Client recognizes the inherent risks connected with construction. In performing their professional services, SES will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of their profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. It is agreed that the Client will limit any and all liability, claim for damages, cost of defense, or expenses to be levied against SES on account of any design defect, error, omission, or professional negligence to a sum not to exceed \$1,000.00. Further, the Client agrees to notify any contractor or subcontractor who may perform work in connection with any design, report or study prepared by SES of such limitation of liability for design defects, omissions, or professional negligence, and require as a condition precedent to their performing the work a like limitation of liability on their part as against SES. In the event the Client fails to obtain a like limitation of liability provision as to design defects, errors, omissions, or professional negligence, any liability of the Client and SES in such a manner that the aggregate liability for SES for such design defect to all parties, including the Client shall not exceed \$1,000.00. Limitation of liability stated herewith is extended to include SEECO Consultants, Inc. and SEECO Construction Services, Inc., and any and all officers, shareholders, employees and/or agents of SEECO Consultants Inc., SEECO Construction Services, Inc., and/or SEECO Environmental Services, Inc.

ATTACHMENT - B



HR GREEN Billing Rate Schedule Effective January 1, 2022

Professional Services	Billing Rate Range
Principal	\$215- \$310
Senior Professional	\$195- \$300
Professional	\$125- \$200
Junior Professional	\$85- \$145
Senior Technician	\$120- \$160
Technician	\$75- \$130
Senior Field Personnel	\$140- \$205
Field Personnel	\$90- \$170
Junior Field Personnel	\$75- \$100
Administrative Coordinator	\$70- \$115
Administrative	\$65- \$100
Corporate Admin	\$80- \$150
Operators/Interns	\$50- \$120

Reimbursable Expenses

1. Auto mileage will be charged per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be charged on the basis of \$0.85 per mile or \$65.00 per day.



Exhibit A

PROFESSIONAL SERVICES AGREEMENT

For

GRANT STREET DRAINAGE IMPROVEMENTS FROM FIFTH TO SIXTH STREETS

SURVEYING SERVICES, DESIGN & BID/CONTRACT PLAN PREPARATION

Matthew Lew, P.E.
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521-3489
630-789-7000

T. Scott Creech, P.E.
HR Green, Inc.
323 Alana Drive
New Lenox, IL 60451
815-320-7119

HR Green Project Number: 220930

July 14, 2022

Revised: July 25, 2022

TABLE OF CONTENTS

- 1.0 PROJECT UNDERSTANDING
- 2.0 SCOPE OF SERVICES
- 3.0 DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
- 4.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
- 5.0 SERVICES BY OTHERS
- 6.0 CLIENT RESPONSIBILITIES
- 7.0 PROFESSIONAL SERVICES FEE
- 8.0 TERMS AND CONDITIONS

THIS **AGREEMENT** is between VILLAGE OF HINSDALE (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The proposed scope of services, associated fees, and deliverables required are based on the Sixth Street & Grant Street Drainage Analysis & Storm Sewer Feasibility Study – proposed Phase II storm sewer concept as developed by COMPANY and dated June 2011. CLIENT prepared a grant application for American Rescue Plan Act (ARPA) funding which was accepted by DuPage County via letter notification dated June 7, 2022. CLIENT requested COMPANY to prepare a proposal to provide consulting engineering services associated with project improvements.

The services required for this project are to include partial topographic survey, design, bid/construction document preparation, and bidding assistance for proposed Improvements for the proposed Grant Street Drainage Improvements. Specifically, the proposed improvements consist of proposed 24" diameter storm sewer, approximately 350 feet in length located in the easterly lane of Grant Street between Fifth and Sixth Streets. The 24" storm sewer will replace an existing 18" storm sewer which is undersized and partially back pitched. Also included in the proposed improvements will be the removal of the existing storm sewer as required and construction of storm sewers laterals, manholes, and inlets as determined a necessity per field inspection. Also included are Portland Concrete Cement (PCC) pavement removal and patching; combination curb and gutter removal and replacement; and other ancillary components including erosion control, traffic control, construction layout, and site restoration.

The proposed improvements are intended to significantly reduce currently occurring flooding frequency at the low point of Grant Street and Fifth Street intersection which extends into the residential properties located in the vicinity of this intersection.

It is understood that Local Village General Funding will be utilized for the design and construction observation components of these proposed improvements. The Construction will be funded in part by an ARPA Grant from DuPage County. Up to \$112,000 will be paid for by the APRA Grant with the remainder being paid for by Local General Funding per an Intergovernmental Agreement (IGA) between the Village of Hinsdale and DuPage County (DuPage) for the Construction of this project.

1.2 Design Criteria/Assumptions

The plans will be prepared in accordance with standard design guidelines from Village of Hinsdale, Applicable DuPage County ordinances, policies, guidelines, standard details and specifications, as applicable, applicable Illinois Department of Transportation (IDOT) Standard Specifications for Road and Bridge Construction, and applicable Standard Specifications for Water and Sewer Construction in Illinois, latest editions.

See Section 3.0 Deliverables and Schedule for anticipated project schedule.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

2.1 Surveying Services

A. Partial Topographic Survey

i. Field Survey

As required to supplement topographic survey from previous efforts, COMPANY will perform partial topographic survey of the street, storm sewer system, and other project segments listed above and will include visible, above ground, improvements lying within those limits. The survey will extend to the existing right-of-way on both sides of the north portion of Grant Street from Fifth to Sixth Streets. Cross Sections are not anticipated to be required and are not included herein. COMPANY will locate visible manhole structures and provide invert depths and pipe sizes (where possible) on public storm, sanitary and water main utilities located within the limits specified above. COMPANY will attempt to map the underground utilities within the limits specified above based on best available information (i.e., Julie markings, CLIENT Atlas, evidence observed at each manhole, etc.). Trees six (6) inches or larger in diameter will also be located and shown on the survey, but species will not be identified. Elevations will be referenced to the Hinsdale datum, which is on the NAVD 88 vertical datum.

Coordinates will be tied to the Illinois State Plane, East Zone (NAD 83) Coordinate System.

ii. Survey Drawing

The final drawing will depict existing visible improvements within the areas described above, as well as street names, house numbers and the existing right of way lines as determined by COMPANY. The final drawing will be incorporated into the Engineering Plans to be prepared by COMPANY. The drawing will be completed in Microstation V8 with data processed in Geopak. Because the topographic data collected will be used specifically for in-house design, a Topographic Survey Plat will not be prepared and therefore is not included within this contract.

2.2 Design and Bid/Construction Document Preparation

A. Design, Contract Plan Preparation and Bidding Services – COMPANY shall provide the following design, bid/construction document preparation and bidding services for the benefit of the project and the CLIENT:

- i. Data collection as detailed in the previous section and project setup.
- ii. Project specifications and special provisions.
- iii. Site visits.
- iv. Utility location mapping request.
- v. Existing utility information shall be developed from the above ground facilities picked up by the CLIENT mapping and information acquired from the utility owners (utility atlas).
- vi. *Geotechnical Engineering Services – For the scope of improvements specified for this project – one boring per block of earth excavation or trenching, COMPANY anticipates that one (1) total (1) soil boring to six (6') feet depth and related chemical analysis for anticipated areas of reconstruction as recommended by*

geotechnical engineering professional, including testing for VOCs, SVOCs, Total 8 RCRA Metals, and pH and preparation of IEPA LPC-663 forms. Those services are included herein. Sub-consultant proposal/agreement can be seen in Attachment – A.

- vii. The drainage improvements are anticipated to include the construction of approximately 350 feet of 24" diameter storm sewer with adjacent manhole and inlet structures along Grant Street between Fifth and Sixth Streets connecting to the previously improved storm sewer structure located at the southwest corner of Sixth Street intersection.
- viii. Existing curb and gutter and roadway which are impacted by the proposed drainage improvements will be removed and reconstructed. All trees shall remain undisturbed, unless conditions require otherwise, per field inspection by the COMPANY and/or direction from the CLIENT.
- ix. Modifications to the roadway geometry are not anticipated to be required. Combination Concrete Curb and Gutter within the project limits shall be checked for positive drainage to prevent ponding within the gutters and designed for removal and replacement, if necessary.
- x. The special provisions and details for the storm sewer construction shall be based on standard open cut methods to allow for disconnection and reconnection of the utility service lines. Specifications and details for trenchless utility construction shall be included for select segments if it is determined by the COMPANY to be the most efficient method of construction due to project constraints.
- xi. Notice of Intent/Notice of Termination submittal to IEPA is not anticipated to be required as disturbed area is anticipated to be less than one (1) acre.
- xii. Develop pay items and schedule of quantities.
- xiii. COMPANY shall develop two (2) Engineer's Opinion of Probable Construction Cost(s) (EOPCC) for the proposed improvements – one (1) to accompany the pre-final submittal at (90%) and one (1) at final (100%) document submittals.
- xiv. Estimate of Time (EOT) for construction schedule estimate.
- xv. Coordination with CLIENT and other required Agencies.
- xvi. Disposition of review comments.
- xvii. Design Quality Control.
- xviii. COMPANY will assist the CLIENT in advertisement for bid. It is assumed that the fees for advertisement are not included in this contract proposal but are to be paid for by the CLIENT as a reimbursement or directly.
- xix. COMPANY will attend one (1) bid opening meeting at the CLIENT and provide bid evaluation input and a recommendation of award to the CLIENT.
- xx. Administration and Project Management.

B. Meetings, Coordination, and Administration

COMPANY shall prepare meeting minutes and distribution to meeting attendees. The required number of meetings is estimated as noted below for the purposes of said contract scope and fees. The meetings may differ from this contract as directed by the CLIENT and are subject to additional compensation per contract addendum.

- Two (2) design related meetings with the CLIENT.
- One (1) Bid Opening

This task also involves the management oversight of the project which will include the on-going review of the project design, schedule and budget, contract file management, general coordination and correspondence between COMPANY, the CLIENT, the review agencies, and subcontractors.

3.0 Deliverables and Schedules Included in this Contract

Anticipated Deliverables –

- A. Pre-Final Bid/Construction Documents (90% completion)
- B. Final Bid/Construction Documents (100% completion)
- C. Engineer's Opinion of Probable Construction Costs: Two (2) total, included with each Pre-Final and Final Bid/Construction Document submittals

Anticipated Project Schedule

- Design Notice to Proceed - August 2022
- 90% Submittal to CLIENT– September 12, 2022
- Receipt of Comments – September 26, 2022
- Final P, S, & E for Bidding – October 10, 2022
- Bids Advertised – October 10, 2022
- Local Bid Opening – October 28, 2022
- Construction Start – April 2023
- Construction Substantial Completion – Summer 2023

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

- A. Permit fees as applicable;
- B. Environmental studies including Abbrev. Phase 1 Report*;
- C. Location Drainage Study services*;
- D. Construction Observation Services*;
- E. Structural design services*;
- F. Floodplain analysis/study service*;
- G. Wetland delineation/mitigation services*;
- H. Right of way and easement plat preparation*;
- I. Construction staking and layout*;
- J. Record Drawings by Contractor*: and
- K. *Geotechnical Services, beyond what is noted within.*

*COMPANY can provide services as required with Addendum to Agreement.

COMPANY shall not supervise, direct or have any control over the contractor's work. COMPANY shall not have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor. Also, COMPANY is not responsible for the contractor's safety precautions or programs in connection with this work. These rights and responsibilities are solely those of the contractor.

COMPANY shall not be responsible for any acts or omissions of the contractor, subcontractor or any entity performing any portion or the work, or any agents or employees of any of them. COMPANY does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract drawings and documents.

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

A. *Services by others – See Attachment - A for Geotechnical Engineering Services.*

6.0 Client Responsibilities

Information required to be provided by the CLIENT as part of this contract includes:

- A. Construction schedule expectations;
- B. Existing utility mapping, atlases, and as-built information;
- C. Televising data for existing storm sewer, if available;
- D. Existing soils data, if available;
- E. Existing pavement composition and thickness, if applicable;
- F. CLIENT design guidelines;
- G. CLIENT Code of Ordinances; and
- H. Review of Pre-Final (90% completion); and Final Bid/Construction Documents (100% completion).

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the agreement is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the work is done.

7.2 Invoices

Invoices for COMPANY's services will be submitted, on a monthly basis. Invoices will be due and payable upon receipt in accordance with the Illinois Prompt Payment Act 50ILCS 505. If any invoice is not paid within these timelines, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services.

7.3 Extra Work

Any work required but not included as part of this contract shall be considered extra work. Extra work will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These work items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of **\$17,670.00**

ITEM	MAN-HOURS	LABOR COST	DIRECT COST (1)	SUB CONSULTING
2.1 Surveying Services				
Topographic Survey	6	\$950.00	\$50.00	
2.2 Design & Contract Plan Preparation				
Drainage Improvement Design & Contract Plan Preparation	85	\$12,265.00		
Geotechnical Services	N/A			\$1,980.00
Meetings, Coordination, Administrative & QC/QA	14	\$2,325.00	\$100.00	
Subtotals:	105	\$15,540.00	\$150.00	\$1,980.00
Contract Total:			\$ 17,670.00	

(1) **Direct Costs** - Includes Postage, Mileage for Meetings/Field Visits, and Plotting Costs.
Details are available upon request.

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for

services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the

submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such

substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.37 Municipal Advisor:

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed

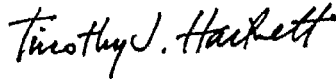
agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.



T. Scott Creech, P.E.



Approved by:

Printed/Typed Name: Timothy J. Hartnett

Vice President/Practice Leader of

Title: Governmental Services - Midwest Date: 07/25/2022

VILLAGE OF HINSDALE

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

ATTACHMENT - A

Environmental Property Transfer
Site Assessments

Underground Tank Management

LUST & RCRA Environmental
Closure Plans & Permits

Groundwater Hydrogeologic
Investigations & Monitoring

Wetland Mitigation
Studies & Permits

SEECO Environmental Services, Inc. SPECIAL AND HAZARDOUS WASTE MANAGEMENT

Hazardous Waste Site
Environmental Assessments &
Remedial Design

Hydrocarbon Contaminated
Soils & Groundwater
Remediation Design &
Clean-Up

Asbestos Management Services

Industrial Hygiene Services

Indoor & Outdoor Air
Quality Studies & Permits

July 25, 2022

Mr. Scott Creech, P.E.
HR Green
323 Alana Dr.
New Lenox, IL 60451

PROPOSAL AND CONTRACT

Sampling, Environmental Laboratory Analysis
and LPC Form Preparation for CCDD Disposal,
Grant Ave. & Charleston Road Sites, Hinsdale, IL

Dear Mr. Creech,

As part of the IEPA requirements for Source Site Certification and Demolition Debris/Uncontaminated Soil Fill Operation, SEECO proposes to perform source/site specific services. As part of the criteria for SEECO to provide a Professional Engineer's Certification on the IEPA LPC-663 Form, the following services will be applicable:

One (1) location will be sampled and screened from each of the two areas proposed for excavation. Representative soil samples will be collected and field screened for the presence of volatile organic vapors using a photo ionization detector (PID). Visual and olfactory senses will also be used to screen the soil samples for the presence of petroleum hydrocarbons. One (1) representative discrete soil sample per site determined by field observations to be the most conducive to transmitting potential contamination will be analyzed by an Environmental Laboratory for the following parameters: VOCs, SVOCs, Total 8 RCRA Metals and pH. If the samples do not display an elevated PID reading or indicate contamination above the MAC Table, then the soil will be assumed to be, to the best of our knowledge, clean, uncontaminated fill material. This information will be documented on the IEPA LPC-663 form. The soil probe utilized to obtain the sample will extend to approximately 3 feet. One (1) form will be prepared per site.

Note: Above scenarios assume that materials are not from locations listed or adjacent to sites with known, or high potential for, soil contaminant issues. Screening or pre-screening of samples at job site is no guarantee that landfill facility will accept/not reject materials. Nor is it a determination that the site is entirely clean of contaminants per IEPA standards.

The cost for these services will be as follows:

Base Scope – LPC 663 and one (1) Chemical Analysis per Stated Parameters per site: \$1,980.00

Invoicing terms are net 30 days from date of invoice.

PROPOSAL AND CONTRACT

Sampling, Environmental Laboratory Analysis
and LPC Form Preparation for CCDD Disposal
Grant Ave. & Charleston Road Sites, Hinsdale, IL

July 25, 2022
Page 2

If this contract, including the attached General Conditions is acceptable, please indicate by signing one of the copies and returning it to our office. It is represented that by executing this contract you comprehend the terms and conditions set forth and agree to be bound by same.

We appreciate the opportunity to offer our services and are looking forward to working with you on this project.

Respectfully submitted,

APPROVED:

SEECO Environmental Services, Inc.

Name of Firm

Authorized Signature


Date

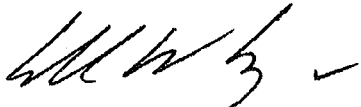
Please sign one copy and return it to our office and retain one copy for your files.

DCC:arm

Attachment

O:\Proposals\ENVIRONMENTAL\HRG 072522.doc


Donald C. Cassier
Director of Field Services


Collin W. Gray, S.E., P.E.
President

SEECO Environmental Services, Inc. - General Conditions

Scope of Work

SEECO Environmental Services, Inc. (hereinafter called SES) shall perform the services defined in this contract and shall invoice the Client for those services at the stated amount or standard rates shown on the attached fee schedule. The estimate of cost to the Client as stated in this contract shall not be considered as a firm figure, but only an estimate unless otherwise specifically stated in this contract. SES will provide additional services under this contract as requested by the Client and invoice the Client for those additional services at the standard rates, as quoted.

Soil Boring Locations

It is understood that the Client will furnish SES with a diagram indicating both the location of the site and the borings on that site. SES reserves the right to deviate a reasonable distance from the boring location specified unless this right is specifically revoked by the Client in writing at the time the location diagram is supplied. SES reserves the right to terminate this contract if conditions preventing the drilling at the specified locations are encountered which were not made known to SES prior to the date of this contract. SES will contact the underground utility locate network responsible in the locale being drilled. However, SES is not responsible for damage to underground utilities that are not marked, located or mislocated/mismarked whether said utility is party to the locating network or not. Client is responsible for locating proprietary utilities and/or underground structures and appurtenances. SES will backfill the boreholes with soil cuttings and match the surface to existing conditions, unless otherwise stated in the contract. SES is not responsible to maintain boreholes beyond initial backfilling, for any repair of settled backfill, or any costs associated with potential borehole settlement, including reparations or personal injury beyond our active on site exploration time.

Construction Observation and Testing

Unless otherwise stated in contract, field personnel charges are subject to an eight hour minimum, including portal-to-portal travel time. Any cancellations onsite will incur said eight hour minimum. Telephone cancellations received after travel time has commenced, but prior to arrival at the job site will incur a minimum charge of 3 hours to the client.

Access to Sites

Unless otherwise agreed, the Client will furnish SES with right-of-access to the site in order to conduct the planned investigation or inspection. SES will take responsible precautions to minimize damage to the site due to its operations, but has not included in the fee the cost of restoration of any damage resulting from the operations. This includes crop damage/restoration costs. If the Client desires, SES will restore any damage to the site and add the cost of restoration to the fee stated in the proposal contract.

Samples/Reports

All samples of soil and rock will be discarded 60 days after submission of the report unless the Client advises SES in writing to the contrary. SES will furnish three copies of each report to the client.

Subcontracts/Assignments

SES reserves the right to subcontract Civil, Geotechnical and Structural Engineering and related support services to SEECO Consultants Inc. and construction inspection, observation and testing services to SEECO Construction Services, Inc. Subcontracting rights are not limited to stated services or entities. Client may not assign this contract without express written consent of SES.

Invoices

Invoices will be submitted once a month for services performed during the prior month. Payment will be due within 30 days of receipt of invoice unless otherwise stated in contract. Interest will be added to delinquent accounts at the rate of two percent per month for each month of delinquency. The billing rates as described in the contract may be increased on the annual anniversary of the effective date of this contract at an annual rate not to exceed 10%. Any and all costs incurred in collecting delinquent invoices, including but not limited to legal fees, filing fees and costs, court costs, etc. will be added to the amount due.

Liability

SES is protected by Workman's Compensation Insurance (and/or employer's liability insurance) and by public liability insurance for bodily injury (limit \$1,000,000) and property damage (limit \$1,000,000) and will furnish certificates of insurance upon request. Within the limits of the insurance, SES agrees to save the Client harmless from loss, damage, injury or liability arising directly from the negligent acts or omissions of SES and its employees. If the Client's contract places greater responsibility upon SES or requires increased insurance coverage, SES will, if specifically directed by the Client, take out additional insurance, if obtainable, at the Client's expense, but will not be responsible for property damage from any causes, including fire and/or explosion beyond the limits of the insurance coverage.

Limitation of Liability

The Client recognizes the inherent risks connected with construction. In performing their professional services, SES will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of their profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. It is agreed that the Client will limit any and all liability, claim for damages, cost of defense, or expenses to be levied against SES on account of any design defect, error, omission, or professional negligence to a sum not to exceed \$1,000.00. Further, the Client agrees to notify any contractor or subcontractor who may perform work in connection with any design, report or study prepared by SES of such limitation of liability for design defects, omissions, or professional negligence, and require as a condition precedent to their performing the work a like limitation of liability on their part as against SES. In the event the Client fails to obtain a like limitation of liability provision as to design defects, errors, omissions, or professional negligence, any liability of the Client and SES in such a manner that the aggregate liability for SES for such design defect to all parties, including the Client shall not exceed \$1,000.00. Limitation of liability stated herewith is extended to include SEECO Consultants, Inc. and SEECO Construction Services, Inc., and any and all officers, shareholders, employees and/or agents of SEECO Consultants Inc., SEECO Construction Services, Inc., and/or SEECO Environmental Services, Inc.

ATTACHMENT - B



HR GREEN
Billing Rate Schedule
Effective January 1, 2022

Professional Services	Billing Rate Range
Principal	\$215- \$310
Senior Professional	\$195- \$300
Professional	\$125- \$200
Junior Professional	\$85- \$145
Senior Technician	\$120- \$160
Technician	\$75- \$130
Senior Field Personnel	\$140- \$205
Field Personnel	\$90- \$170
Junior Field Personnel	\$75- \$100
Administrative Coordinator	\$70- \$115
Administrative	\$65- \$100
Corporate Admin	\$80- \$150
Operators/Interns	\$50- \$120

Reimbursable Expenses

1. Auto mileage will be charged per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be charged on the basis of \$0.85 per mile or \$65.00 per day.



REQUEST FOR BOARD ACTION

AGENDA SECTION: First Reading – ZPS Community Development

SUBJECT: Elevare MD – Exterior Appearance and Site Plan Review to allow for façade improvements to the existing building located at 14 W. First Street in the B-2 Central Business District – Case A-14-2022

MEETING DATE: August 16, 2022

FROM: Bethany Salmon, Village Planner

Recommended Motion

Approve an Ordinance Approving an Exterior Appearance and Site Plan for Façade and Other Improvements to an Existing Building – 14 W. First Street – Elevare MD

Application Request

The applicant, Michael and Kelly DeWolfe representing Elevare MD, requests approval of an Exterior Appearance and Site Plan Review to allow for changes to exterior façade of the existing building and site plan located at 14 W. First Street in the B-2 Central Business District.

The existing two-story, 4,000 square foot building consists of vacant commercial space on the first floor and four apartments on the second floor. Elevare MD proposes to utilize the first floor as a beauty salon and the second floor as a medical office. The building is classified as a Contributing Structure in the Downtown Hinsdale Historic District according to the 2006 National Register of Historic Places Nomination and is Potentially Significant according to the 2003 Architectural Resources in the Downtown Survey Area. The building features Two-Part Commercial Block architecture in a Classical Revival style and was designed by architect R. Harold Zook in 1941. It is one of four commercial buildings in the Downtown Hinsdale Historic District designed by Zook. The original storefront and windows have been reconfigured and replaced over time.

Project Description

The applicant is proposing various improvements to the existing building and site plan, including improvements to the front façade facing First Street, the replacement of all windows and doors, and the installation of an elevator shaft, rooftop mechanical unit screening, and a dumpster enclosure. The proposed exterior improvements are detailed below:

- Improvements to the Front Elevation - The shutters on the second floor windows and the existing wood sign band above the primary entrance door and storefront windows will be painted black. A new wood sign band painted black will be constructed over the secondary entrance door to match the primary sign band in terms of height, color, and detailing, including the mouldings and dental patterns. There are no changes proposed to the existing limestone trim or the parapet wall.
- Windows & Doors - All of the windows and doors on the building will be replaced on the front, side, and rear elevations. On the front façade, the storefront windows on the first floor and second floor windows will be replaced with windows with 9 divided lites. Within the entrance alcove, the two display cabinet windows will be replaced with new black fixed windows and the tile flooring will be replaced with black exterior porcelain pavers.

The front and rear doors will be replaced with new black doors. Based on the discussion at the Historic Preservation Commission and Plan Commission meetings, the applicant has agreed that all second floor windows will be an off-white color and all first floor windows will be a black color.

- Light Fixtures - The existing light fixtures on both sides of the entrance alcove will be replaced with two (2) new gas lamp fixtures with a live flame. The light fixture inside the entrance alcove will also be replaced. The applicant has included a photo of the black gas wall-mounted fixtures.
- Elevator Shaft - A new elevator and elevator shaft, with a footprint of about 10 feet by 10 feet, is proposed near the northwest corner of the building. The elevator shaft will have an overall height of 3 feet 8 inches measured from the roof and will extend 1 foot 8 inches in height above the existing parapet wall. As proposed, the existing parapet wall and building height will not be altered. Elevator shafts and screening for mechanical equipment are excluded from building height calculations in accordance with Section 12-206 of the Zoning Code. The applicant has submitted renderings showing the visibility of the elevator shaft from First Street for review.
- Rooftop Mechanical Unit Screening - A proposed rooftop mechanical unit will be installed roughly in the center of the roof and will be screened with black vertical aluminum paneling measuring about 4 feet 5 inches in height. The screening panels will measure about 3 feet 5 inches in height above the side parapet walls. Per Section 9-107, the panels must be opaque and fully screen the height of the rooftop units. Screening must be constructed of the same materials as, or materials architecturally and aesthetically compatible with the principal building façade. Per the applicant and the submitted renderings, the rooftop screening will not be visible from the street.
- Dumpster Enclosure - There is currently no dumpster enclosure located on site. The applicant intends to construct a new enclosure measuring 9 feet 4 inches long and 5 feet 6 inches wide in the existing asphalt area at the rear of the building. The enclosure will be constructed of a charcoal gray, opaque composite fence with metal posts and will measure 6 feet 7 inches in height.
- Signage - The proposed renderings show conceptual wall signage on the front of the building. The applicant will be required to submit a separate sign permit application for review by the Historic Preservation Commission and Plan Commission at a later date.

Discussion & Recommendation

Historic Preservation Commission Meeting – July 6, 2022 – Ken Just, representing RWE Design Build, and Kelly and Michael DeWolfe, the building owners, were present and answered questions from the Commissioners. No public comments were provided at the meeting.

There was a discussion on the location and design of the brick elevator shaft, where the applicant confirmed the elevator shaft will extend 1'8" above the height of the existing parapet wall. Mr. Just confirmed that the elevator was located toward the front of the building to better service clients and staff from the front entrance. The applicant confirmed that the brick and limestone will not be painted.

Commissioners noted that black windows on the second floor were not consistent with the historic design of building, particularly for buildings designed by R. Harold Zook, and the downtown in general. The Commission recommended that the second floor windows be a light or white color, but were okay with the use of black on the first floor windows and the shutters.

The Historic Preservation Commission recommended approval of Case A-14-2022, an Exterior Appearance and Site Plan Review to allow for façade improvements to the existing building located at 14 W. First Street in the B-2 Central Business District, by a vote of five (5) ayes and zero (0) nays, with two (2) absent, subject to the condition that a lighter color or white color be used on all second floor windows.

Plan Commission Meeting – July 13, 2022 – Ken Just, representing RWE Design Build, and Kelly and Michael DeWolfe, the building owners, answered questions from the Commissioners at the public meeting. No public comments were provided at the meeting.

The applicant agreed to install the second floor windows in an off-white color, as recommended by the Historic Preservation Commission, and submitted a color swatch in Stone White for review. Several Commissioners noted they had no concerns if all windows were black in color, but were okay with the proposed change to have all second floor windows white.

There was a discussion on the proposed dumpster enclosure at the rear of the building and the existing shared dumpster in the alley. Several Commissioners expressed support for the new dumpster enclosure and it was discussed that it does not appear that the alley to the east and south of the building is used for through traffic.

One Commissioner asked about the placement of the elevator shaft on the building and asked if it could be relocated further away from the front of the building. The applicant stated that the location helps with how the interior of the building functions and will provide closer access to patients entering from the front of the building. The majority of Commissioners were not concerned with the elevator shaft location and it was noted that it is a good design from an accessibility standpoint and did not appear to be highly visible from the street.

By a vote of by a vote of six (6) ayes and zero (0) nays, with three (3) absent, the Plan Commission recommended approval of Case A-14-2022, an Exterior Appearance and Site Plan Review to allow for façade improvements to the existing building located at 14 W. First Street in the B-2 Central Business District, by a vote of 6-0 (3 absent), subject to the condition that the applicant install windows in the Stone White color on the second floor of the building.

Since the Plan Commission meeting, the applicant has submitted revised elevations and a rendering showing the second floor windows in the Stone White color, which are included in the Board packet for review.

Village Board and/or Committee Action

N/A

Documents Attached

1. Zoning Map and Project Location
2. Aerial View
3. Birdseye View
4. Street View
5. Downtown Historic District Map
6. National Register of Historic Places Nomination Sheet (2006)
7. Architectural Resources in the Downtown Survey Area Survey Sheet (2003)
8. Exterior Appearance & Site Plan Review Application and Exhibits
9. Draft Ordinance
10. Draft Plan Commission Findings and Recommendations

VILLAGE OF HINSDALE 2021

This map displays the zoning districts for the Village of Hinsdale as of 2021. The map is color-coded by district type:

- Residential Single-Family (R):** Various densities from R-1 (yellow) to R-6 (purple).
- Office (O):** O-1 through O-3.
- Business (B):** B-1 through B-3.
- Open Space (OS):** Green areas.
- Institutional (IB):** Pink areas.
- Community Business (CB):** Blue areas.
- Neighborhood Office (NO):** Light blue areas.
- Health Services (HS):** Grey area.
- Special District (SD):** Dark green area.
- Neighborhood Office (NO):** Light blue area.
- Health Services (HS):** Grey area.
- Special District (SD):** Dark green area.

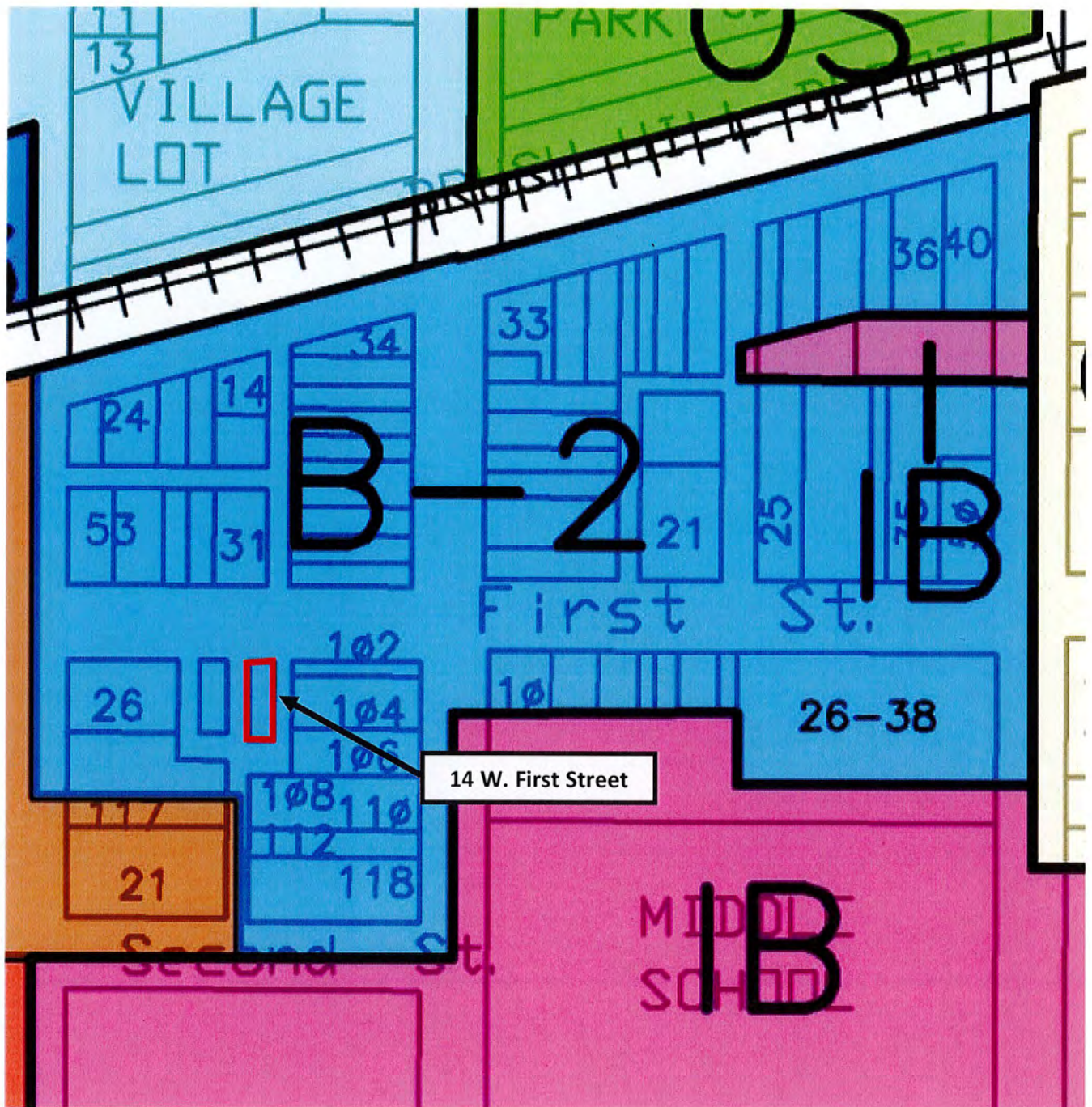
A specific location is highlighted with a black box and labeled "14 W. First Street". This location is situated within a B-2 (Community Business) zoning district, which is adjacent to several other districts including R-2, R-4, R-5, R-6, IB, OS, and HS.

The map also shows surrounding municipalities: Village of Brookfield to the north, Village of Madison Heights to the east, Village of Auburn Hills to the south, and Village of Farmington Hills to the west.

Zoning District Boundaries Legend:

R-1 Single Family Residential District	O-1 Community Office District	B-1 Neighborhood Office District
R-2 Single Family Residential District	O-2 General Office District	B-2 Community Business District
R-3 Single Family Residential District	O-3 Limited Office District	B-3 Neighborhood Office District
R-4 Single Family Residential District	IB Institutional Business District	OS Open Space District
R-5 Single Family Residential District	IB Institutional Business District	HS Health Services District
R-6 Single Family Residential District	IB Institutional Business District	SD Special District
OS Open Space District	IB Institutional Business District	
HS Health Services District	IB Institutional Business District	
SD Special District	IB Institutional Business District	

Village of Hinsdale Zoning Map and Project Location



Aerial View – 14 W. First Street



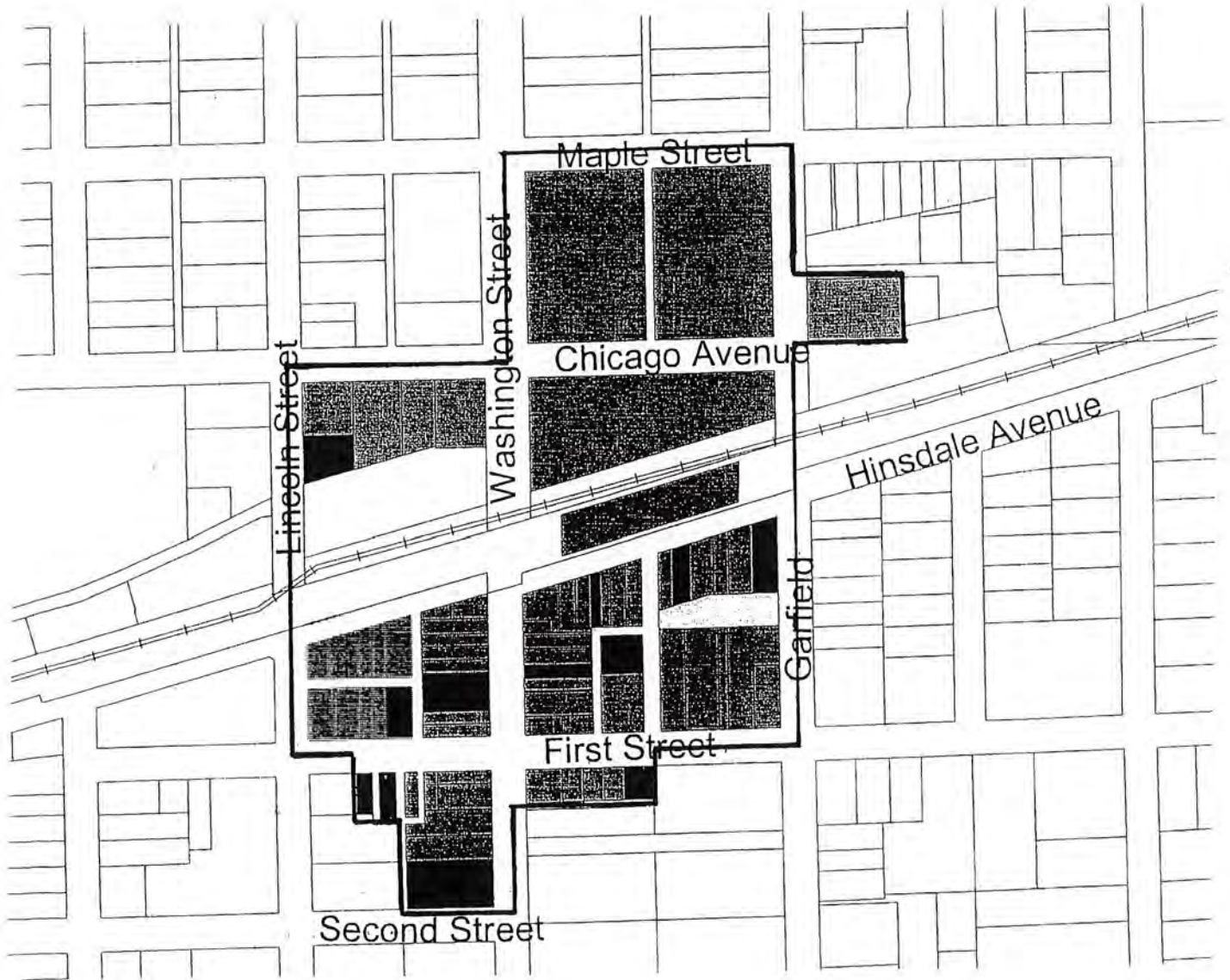
Birds Eye View – 14 W. First Street



Street View – 14 W. First Street



MAP OF DOWNTOWN HINSDALE
NATIONAL REGISTER
HISTORIC DISTRICT



Contributing

Non-Contributing



GRANACKI
HISTORIC CONSULTANTS

United States Department of the Interior
National Park Service

National Register of Historic Places
Continuation Sheet

Section number 7 Page 7

Downtown Hinsdale Historic District
Hinsdale, DuPage County, IL

7	W	FIRST	ST	Two Part Commercial Block		1922	C	Reineke, Henry Building		
8	W	FIRST	ST	Two Part Commercial Block	Gable Front	1888	C	Papenhausen Building		
13-15	W	FIRST	ST	Two Part Commercial Block	Renaissance Revival	1895	C	Buchholz Block		
14	W	FIRST	ST	Two Part Commercial Block	Classical Revival	1941	C	John Reineke Building/The Squire Shop	Zook, R. Harold	William Soltwisch & Sons
17	W	FIRST	ST	Two Part Commercial Block	Gable Front	1887	C			
18	W	FIRST	ST	Two Part Commercial Block	Gable Front	1894	NC	Hinsdale Laundry Building		
19	W	FIRST	ST	Two Part Commercial Block	Gable Front	1887	C			
22	W	FIRST	ST	One Part Commercial Block	Colonial Revival	1972	NC	Riccardo's Tailor Shop	Nemoede, Albert	Dressler, Phil & Assoc.
50	S	GARFIELD	ST	Gas Station	Colonial Revival	1929	C	Brewer Brothers Filling Station	Zook, R. Harold	
8	E	HINSDALE	AV	Temple Front	Classical Revival	1910	C	Hinsdale Trust and Savings Bank	Rawson, Lorin A.	Mercury Builders- (1953)
10	E	HINSDALE	AV	Two Part Commercial Block		1920	C	Dieke Building		
12	E	HINSDALE	AV	Temple Front		1909	NC	Western United Gas and Electric Company		
14	E	HINSDALE	AV	One Part Commercial Block	Art Deco	c. 1940	C	LaGrange Gas Company		
16	E	HINSDALE	AV	Two Part Commercial Block	Gable Front	1890	C			
18	E	HINSDALE	AV	Two Part Commercial Block	Prairie School	1907	C	Neidig, Edward F. Building		
21-25	E	HINSDALE	AV	Railroad Station	Renaissance Revival	1898-99	C	Brush Hill Train Station	Krausch, Walter Theodore	Grace & Hyde Company

Village of HINSDALE - COMMERCIAL

ILLINOIS URBAN ARCHITECTURAL AND HISTORICAL SURVEY

STREET # 14
DIRECTION W
STREET FIRST
ABB ST
PIN
LOCAL SIGNIFICANCE RATING PS
POTENTIAL IND NR? (Y or N) N
CRITERIA
Contributing to a NR DISTRICT? C
Contributing secondary structure? -
Listed on existing SURVEY?



GENERAL INFORMATION

CATEGORY	building	CURRENT FUNCTION	Commerce/Trade - professional
CONDITION	excellent	HISTORIC FUNCTION	Commerce/Trade
INTEGRITY	minor alterations	REASON for SIGNIFICANCE	If not for the window replacement and reconfiguration of the storefront, this would be an architecturally significant building.
STOREFRONT INTEGRITY	major alterations		
SECONDARY STRUCTURE			

ARCHITECTURAL DESCRIPTION

ARCHITECTURAL CLASSIFICATION	Two Part Commercial Block	PLAN	rectangular
DETAILS	Classical Revival	NO OF STORIES	2
BEGINYEAR	1941	ROOF TYPE	Flat
OTHER YEAR		ROOF MATERIAL	Not visible
DATESOURCE	building permit	FOUNDATION	Concrete - poured
WALL MATERIAL (current)	Brick	PORCH	
WALL MATERIAL 2 (current)		WINDOW MATERIAL	wood
WALL MATERIAL (original)		WINDOW MATERIAL	
WALL MATERIAL 2 (original)		WINDOW TYPE	double hung/display
		WINDOW CONFIG	8/8; multilight
SIGNIFICANT FEATURES	Prominent classical style stone cornice and frieze; brick quoins; stone sills; louvered shutters; common brick on sides, pressed brick at front; three bay façade		
ALTERATIONS	Windows have been replaced and appear appropriate to the style (not historic); three stone panels may have had writing or ornamental detailing, now removed		

**STOREFRONT
FEATURES**

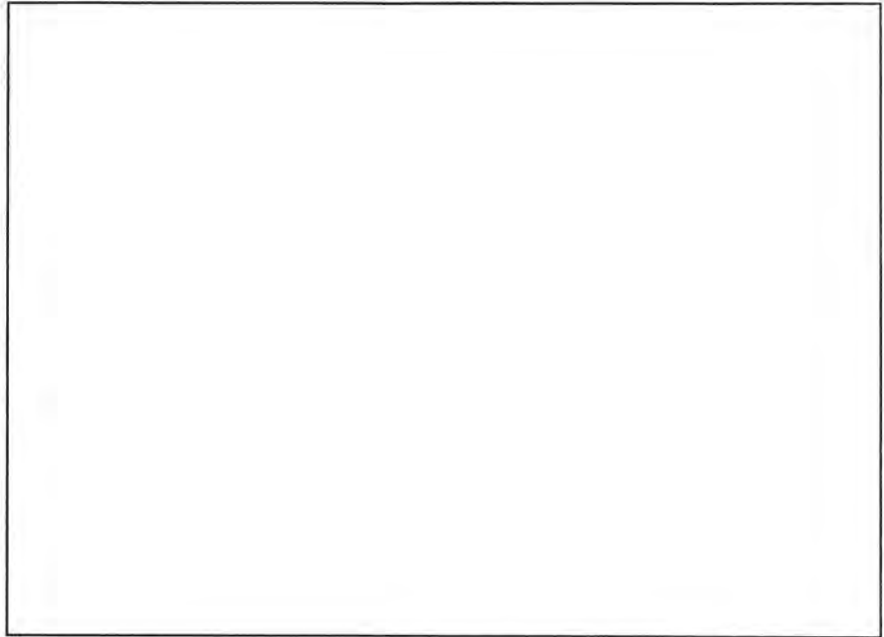
One storefront with side entry to 2nd floor

**STOREFRONT
ALTERATIONS**

Entire storefront has been reconfigured with non-historic materials; may be similar to original configuration with recessed central entry and flush display windows

HISTORIC INFORMATION

HISTORIC NAME	John Reineke Building/The Squire Shop
COMMON NAME	Worline Studio
COST	\$19,432
ARCHITECT	Zook, R. Harold
ARCHITECT2	
BUILDER	Soltwisch, William & Sons
ARCHITECT SOURCE	



**HISTORIC
INFO** Built by owner John Reinecke, a grocer, in 1941 and sold in 1967 following his death. Other owners include Velma Steben (1967-1978) and William and Louise Worline (1978-).

LANDSCAPE Midblock on commercial street; alleys on either side of building; building faces north

PHOTO INFORMATION

ROLL1	4
FRAMES1	14
ROLL2	
FRAMES2	
ROLL3	
FRAMES3	
DIGITAL PHOTO ID	d:\first014w.jpg

SURVEY INFORMATION

PREPARER	Jennifer Kenny
PREPARER	Historic Certification
ORGANIZATION	Consultants
SURVEYDATE	7/2/03
SURVEYAREA	DOWNTOWN

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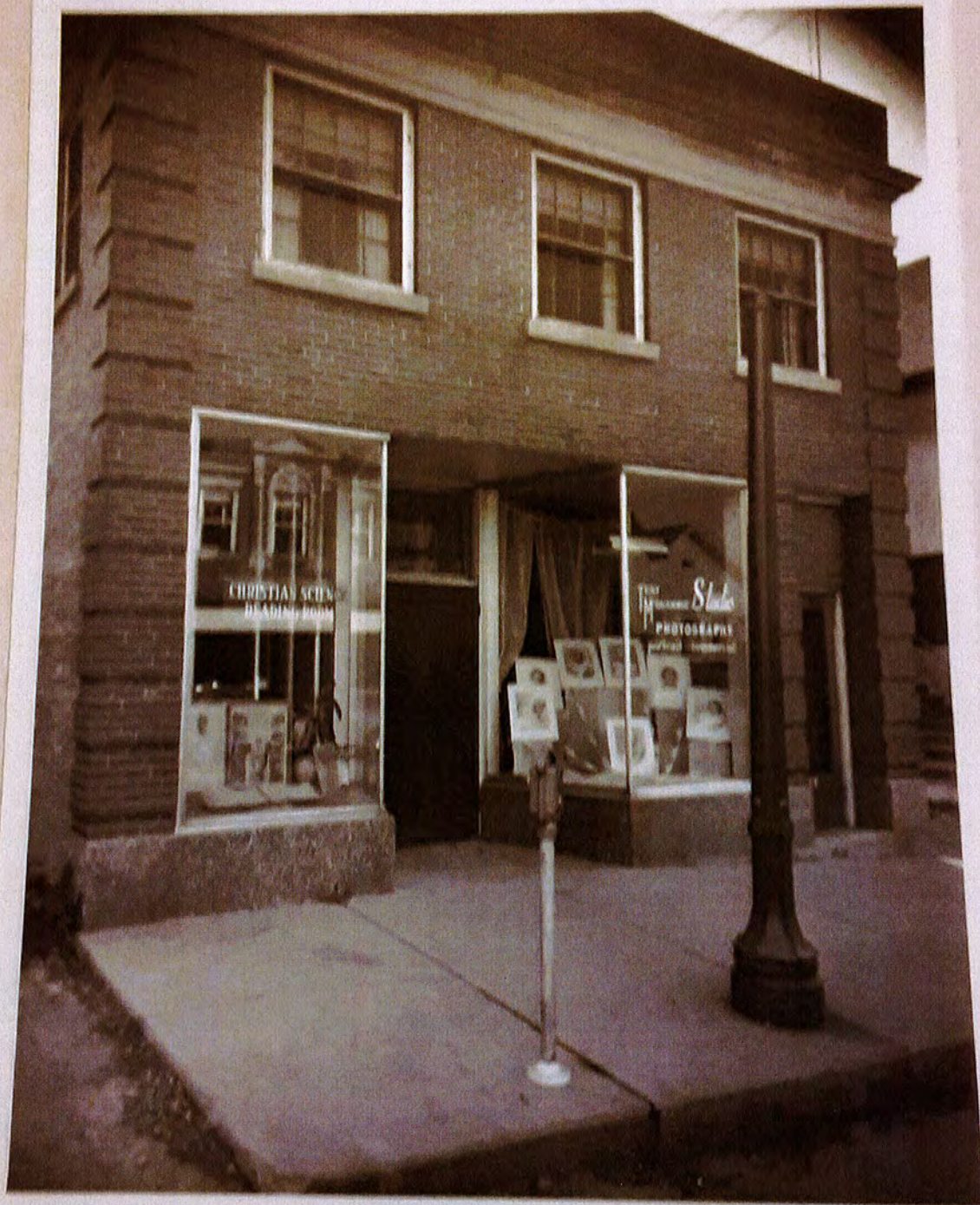
14 WEST FIRST STREET Worline's Studio

The first building on this site was erected in 1894 for Magdelaine Wright (wife of G. K. Wright), who had subdivided most of the city block two years earlier.

Subsequent owners of the first building were Henry T. Bowers; Henry and Kate Reineke (Henry, originally from Germany, was a local grocer); and Henry's son, John Reineke, who had the building you see today erected in the 1940s. John, justly proud of his integrity, had a story told about him. When weighing prunes one day in his grocery store, a lady customer admonished him to give her the full pound and not 14 ounces as he had done the last time. He was so shocked at her accusation that he dumped all the prunes back into the bin and refused to sell her any. Even when she admitted she'd been shortchanged at another store, he still refused to sell her any prunes.

John Reineke died around 1967 and Jeanette Reineke sold the new building that same year to Velma Steben, the wife of Roy E. Steben, another local grocer. In 1978 the current owners, William and Louise Worline, entered into an agreement for deed.

Brick, corbel blocks at the corners, a stone cornice below the roof line, and "cross-buck"-style doors are architectural features.



**United States Department of the Interior
National Park Service**

**National Register of Historic Places
Continuation Sheet**

Section number 8 Page 38

**Downtown Hinsdale Historic District
Hinsdale, DuPage County, IL**

called Philip West, Donald Bergstrom & Associates. This firm designed the Hinsdale Police Station at 121 Symonds Drive (1969) and the Hinsdale Fire Station at 123 Symonds Drive (1969). In 1967, he retired to Palm Desert, CA, where he died seven years later. Philip West was a prominent member of the Hinsdale community and also served on the Hinsdale Plan Commission beginning in 1950.⁴⁵

R. Harold Zook (1889-1949) was a Hinsdale resident, and is known to have designed 31 homes and six commercial buildings in Hinsdale. His buildings are charmingly unique and superbly crafted. They often display signature features including thatched roofs, spiderweb windows and leaded-glass, V-shaped windows that protrude like the prow of a ship, chevron-patterned doors, and layered moldings. He also designed some Tudor Revival-style homes with slate roofs.

Born in Indiana in 1889, he received his degree in architecture from the Armour Institute of Technology (now IIT). He began his career with Howard Van Doren Shaw and later opened his own offices in Chicago. In 1924, Zook and his family moved to Hinsdale to a home he designed at 327 S. Oak Street (now relocated). From 1932 until his death in 1949, he was chairman of the architectural committee of the Hinsdale Plan Commission. In that position he implemented a master plan for the village. Although few of his architectural records have survived, 92 buildings have been authenticated as Zook designs, among them 80 homes and 12 municipal/commercial structures.

Zook designed four commercial buildings in the Downtown Hinsdale Historic District and one remodelling. These include 8 E. and 14 W. First Street, the gas station at 50

⁴⁵ Obituary. "Philip Duke West." *Chicago Tribune*. Thursday, November 21, 1974, Sec. 4, p. 17, col. 4. "Philip West, Donald Bergstrom & Associates, Inc." in Gane, John F., editor. *American Architects Directory, Third Edition, 1970*. New York: R. R. Bowker Company, 1970, p. 980.

**United States Department of the Interior
National Park Service**

**National Register of Historic Places
Continuation Sheet**

Section number 8 Page 39

**Downtown Hinsdale Historic District
Hinsdale, DuPage County, IL**

S. Garfield Street, 14-16 W. Hinsdale Avenue, and the remodelling at 49-51 S. Washington Street.

CONCLUSION

For over 140 years, Downtown Hinsdale has been the historic heart of the community. It is a retail and municipal center, locus for civic meeting and events, place for informal gatherings, and transportation hub. At a time when many other suburban downtowns have emptied out and been seriously eroded by demolition and parking lots, downtown Hinsdale is remarkable. It retains the historic vision of its early civic leaders as a compact, pedestrian-oriented community center that is just as vital today as it was then. Hinsdale's downtown represents an image and identity for this suburban community to residents and outsiders alike that is clearly linked to its architectural and historic significance as a historic district.



**VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT
DEPARTMENT**

PLAN COMMISSION APPLICATION

I. GENERAL INFORMATION

Applicant

Name: Michael & Kelly DeWolfe
Address: 626 W FURGERSON PARKWAY
City/Zip: CHICAGO, IL 60614
Phone/Fax: (312) 890-8198/
E-Mail: MD4SURGERY@YAHOO.COM

Owner

Name: Michael & Kelly DeWolfe
Address: 626 W FURGERSON PARKWAY
City/Zip: CHICAGO, IL 60614
Phone/Fax: (312) 890-8198/
E-Mail: MD4SURGERY@YAHOO.COM

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

Name: Luigi Randazzo
Title: Architect
Address: 418 Clinton Place
City/Zip: River Forest, IL 60305
Phone/Fax: (847) 529 / 3531
E-Mail: Luigi@KeystonePlanningDesign.com

Name: Ken Just
Title: Preconstruction Director
Address: 1303 Ogden Avenue
City/Zip: Downers Grove, IL 60515
Phone/Fax: (630) 601 / 0115
E-Mail: ken@rwe.designbuild.com

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

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

II. SITE INFORMATION

Address of subject property: 14 W 1st Street

Property identification number (P.I.N. or tax number): 09 - 12 - 122 - 004

Brief description of proposed project: Existing to remain historic property in downtown Hinsdale. All new interior layouts on first level

with medical use on upper level. Introducing new elevator internal to the building, and cosmetic updates to front elevation.

General description or characteristics of the site: Downtown district, dense setting, two-level building taking up most of the site boundary

main downtown road and sidewalk in front of the building, with alleyway/secondary road to the side of the building

Existing zoning and land use: B-2 zoning, Retail/Apartments

Surrounding zoning and existing land uses:

North: B-2 retail/mixeduse

South: B-2 retail/mixeduse

East: B-2 retail/mixeduse

West: B-2 retail/mixeduse

Proposed zoning and land use: Existing B-2 to remain, 1st level spa / 2nd level med spa

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

☒ Site Plan Approval 11-604

☐ Design Review Permit 11-605E

☒ Exterior Appearance 11-606E

☐ Special Use Permit 11-602E

Special Use Requested: _____

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

☐ Planned Development 11-603E

☐ Development in the B-2 Central Business
District Questionnaire

TABLE OF COMPLIANCE

Address of subject property: 14 W 1st Street

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

	Minimum Code Requirements	Proposed/Existing Development
Minimum Lot Area (s.f.)	2,500 sf	existing 2,200 sf
Minimum Lot Depth	125 ft	existing ~88 ft
Minimum Lot Width	20 ft	existing ~25 ft
Building Height	30 feet	ex ~24 ft, 25'-8" T/new elevator
Number of Stories	2 stories	existing 2
Front Yard Setback	0	existing 0 ft
Corner Side Yard Setback	0	existing 0 ft
Interior Side Yard Setback	0	existing 0 ft
Rear Yard Setback	20	existing 9 ft-6 in
Maximum Floor Area Ratio (F.A.R.)*	2.5, or 5,500 sf	ex 2.21, 4,852 sf
Maximum Total Building Coverage*	80%	ex 89%
Maximum Total Lot Coverage*	100%	existing 100%
Parking Requirements	1 for each 175 square feet of net floor area	existing on-street downtown parking
Parking front yard setback		N/A
Parking corner side yard setback		N/A
Parking interior side yard setback		N/A
Parking rear yard setback		existing
Loading Requirements	(i) Panel truck: 10W x 30L x 15H (ii) Standard: 10W x 25L x 14H	existing
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: Existing conditions, no proposed changes to site plan or exterior design

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 2nd day of may, 2022, I/We have read the above certification, understand it, and agree to abide by its conditions.

[Signature]
Signature of applicant or authorized agent

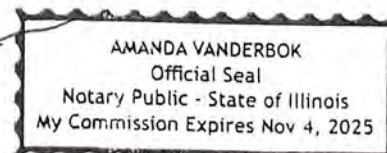
MICHAEL DEWOLFE
Name of applicant or authorized agent

[Signature]
Signature of applicant or authorized agent

KELLY ANN DEWOLFE
Name of applicant or authorized agent

SUBSCRIBED AND SWORN
to before me this 2 day of
may, 2022

[Signature]
Notary Public



VILLAGE OF HINSDALE

CERTIFICATION OF PROPER NOTICE

REGARDING APPLICATION FOR PUBLIC HEARINGS AND MEETINGS

I, MICHAEL DEWOLFE, 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 _____.

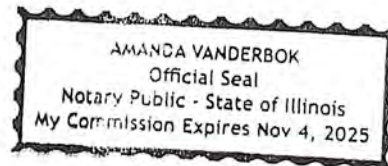
Attached is a list of all of the addresses of property to whom I gave such notice and the receipts of mailings.

By: 14 WEST 1ST STREET, LLC
Name: MICHAEL DEWOLFE
Address: 14 WEST 1ST STREET, HINSDALE, IL 60521

Subscribed and sworn to before me

This 2 day of may, 2022.

By: Amanda Vanderbok
Notary Public



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

Application for Certificate of Zoning Compliance

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

Applicant's name: Michael & Kelly Dewolfe

Owner's name (if different): Same as above

Property address: 14 W. 1st Street

Property legal description: [attach to this form]

Present zoning classification: B-2, Central Business District

Square footage of property: 2,200

Lot area per dwelling: N/A

Lot dimensions: 25 x 88

Current use of property: Mixed retail + apartments

Proposed use:
☐ Single-family detached dwelling
☒ Other: retail/beauty 1st level + medical 2nd level

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

Brief description of request and proposal:

Historic building, updating facade, in place. Adding elevator shaft. Interior alterations

Plans & Specifications: [submit with this form]

Provided: Required by Code:

Yards:

front:	<u>ex. 0'</u>	<u>0'</u>
interior side(s)	<u>0' / 0'</u>	<u>0' / 0'</u>

Provided:

Required by Code:

corner side
rear

n/a
9'-10"

0'

Setbacks (businesses and offices):

front:
interior side(s)
corner side
rear
others:

0'
0' / 0'
n/a
9'-10"

0'
0' / 0'

0'

Ogden Ave. Center:
York Rd. Center:
Forest Preserve:

Building heights:

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

24'
n/a

30'

Maximum Elevations:

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

25'-8"
n/a

30'

Dwelling unit size(s):

n/a

Total building coverage:

89%

80%

Total lot coverage:

100%

100%

Floor area ratio:

1.79

2.5

Accessory building(s):

n/a

Spacing between buildings: [depict on attached plans]

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

12'
n/a

12'

12'

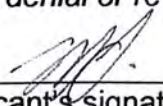
Number of off-street parking spaces required: 22

Number of loading spaces required: 1

Statement of applicant:

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

By:


Applicant's signature

MICHAEL DSWOLFE

Applicant's printed name

Dated: 6/1/2022



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

Address of proposed request: 14 W. 1st Street

REVIEW CRITERIA

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

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

FEES for Exterior Appearance/Site Plan Review:

Standard Application: \$600.00

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

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

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

off-site drive lanes or alleys separate adjacent neighboring buildings. Existing street frontage, existing facade, existing setback from neighbors

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

Existing historic district, brick facade with limestone trim to remain. Replacement of existing windows, change to black refinished ex shutters. Replace ext sconces to gas

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

Downtown B-2 district, existing facade relates to materials and scales of the neighboring buildings. Historical elements remain, replaced windows (black), replaced doors (black), refinished signage plane (black), refinished shutters (black), new black wall sconces with natural gas open flame.

4. *General site development.* The quality of the site development in terms of landscaping, recreation, pedestrian access, auto access, parking, servicing of the property, and impact on vehicular traffic patterns and conditions on-site and in the vicinity of the site, and the retention of trees and shrubs to the maximum extent possible.
Existing to remain, no changes. This downtown site is 25'x88' and the building is 25'x78'-6", covering most of it. Existing driveway, right of way, and sidewalk access.
5. *Height.* The height of the proposed buildings and structures shall be visually compatible with adjacent buildings.
Existing to remain and in scale of neighbors, 24' top of existing parapet. The west side of the building receives new elevator shaft rising to 25'-8"
6. *Proportion of front façade.* The relationship of the width to the height of the front elevation shall be visually compatible with buildings, public ways, and places to which it is visually related.
Existing to remain, historic facade in downtown district, similar scale and density to existing neighbors.
7. *Proportion of openings.* The relationship of the width to the height of windows shall be visually compatible with buildings, public ways, and places to which the building is visually related.
Existing to remain, historic facade, replacement of windows but in existing openings
8. *Rhythm of solids to voids in front facades.* The relationship of solids to voids in the front façade of a building shall be visually compatible with buildings, public ways, and places to which it is visually related.
Existing to remain, historic facade
9. *Rhythm of spacing and buildings on streets.* The relationship of a building or structure to the open space between it and adjoining buildings or structures shall be visually compatible with the buildings, public ways, and places to which it is visually related.
Existing to remain, historic facade
10. *Rhythm of entrance porch and other projections.* The relationship of entrances and other projections to sidewalks shall be visually compatible with the buildings, public ways, and places to which it is visually related.
Existing to remain, historic facade, 2 entry doors at the sidewalk remain with replacement doors
11. *Relationship of materials and texture.* The relationship of the materials and texture of the façade shall be visually compatible with the predominant materials to be used in the buildings and structures to which it is visually related.
Existing to remain, historic facade. Update existing elements to have black accents just as the western neighbor has, and is the client's preference. All limestone and masonry remains untouched.

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

Existing to remain, historic facade. Addition of elevator unit with raised parapet in only one area on western side of the building

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

Existing to remain, historic facade

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

Existing to remain, historic facade. Replacement of windows to new black finish windows, same classic style, with refinished existing black shutters.

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

Existing to remain, historic facade. Front faces public sidewalk for direct access into the building. The western brick facade faces a public alley. The remaining two sides face neighboring driveways separating this building to the neighboring buildings.

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

Existing to remain, historic facade. Same style of windows, new double pane units, black color with refinished black existing shutters. Change existing wall sconces in place. Replacement of sign to backlit signage. Remove existing marketing displays (not facing front), replace with side windows in entry pocket.



REVIEW CRITERIA – Site Plan Review

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

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

1. The site plan fails to adequately meet specified standards required by the Zoning Code with respect to the proposed use or development, including special use standards where applicable.
Existing to remain, no site plan changes. Uses are allowed by code in the B-2 district - skin care/beauty on 1st level, with medical on 2nd level
2. The proposed site plan interferes with easements and rights-of-way.
Existing to remain, no site plan changes. No known interferences.
3. The proposed site plan unreasonably destroys, damages, detrimentally modifies, or interferes with the enjoyment of significant natural, topographical, or physical features of the site.
Existing to remain, no site plan changes.
4. The proposed site plan is unreasonably injurious or detrimental to the use and enjoyment of surrounding property.
Existing to remain, no site plan changes. The building is in line with adjacent downtown district structures and offers the same access and visibility for all neighbors.
5. The proposed site plan creates undue traffic congestion or hazards in the public streets, or the circulation elements of the proposed site plan unreasonably creates hazards to safety on or off site or disjointed, inefficient pedestrian or vehicular circulation paths on or off the site.
Existing to remain, no site plan changes. No additional traffic in the right of way.
6. The screening of the site does not provide adequate shielding from or for nearby uses.
Existing to remain, no site plan changes. No site screening. New Rooftop mechanical unit placed on center of the roof, so as not to be visible from street level
7. The proposed structures or landscaping are unreasonably lacking amenity in relation to, or are incompatible with, nearby structures and uses.
Existing to remain, no site plan changes.
8. In the case of site plans submitted in connection with an application for a special use permit, the proposed site plan makes inadequate provision for the creation or preservation of open space or for its continued maintenance.
N/A
9. The proposed site plan creates unreasonable drainage or erosion problems or fails to fully and satisfactorily integrate the site into the overall existing and planned ordinance system serving the community.
Existing to remain, no site plan changes.

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

Existing to remain, no site plan changes. Proposed uses will reuse nearby utilities, modernizing the services into the building. No unreasonable burden anticipated.

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

Existing to remain, no site plan changes. Uses internal to the building will meet the B-2 zoning district.

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

Existing to remain, no site plan changes. All services contained in building, and no adverse affects to community health, safety, or welfare.

ELEVA

ElevareMD/DeWolfe Aesthetic Services, SC

Dr. Michael DeWolfe

17W300 22nd ST, Suite 360

Oakbrook Terrace, IL 60181

Good afternoon,

I am writing to clarify the proposed usage and staffing models for the first and second floors at 14 W 1st St., Hinsdale, IL 60521.

Our first floor would be dedicated to skin care and beauty. Our plan is to have a large retail section complete with multiple skin care lines. Our four first floor spa rooms would allow for beauty treatments that will be staffed by estheticians. The treatments offered will be superficial treatments to the skin. Examples of such treatments include skin assessments, facials, Hydrafacials, skin peels, laser facials, hair removal, waxing and brow tinting.

Our second floor would be dedicated to medical services delivered under the direction of Dr. Michael DeWolfe M.D., a board-certified Plastic and Reconstruction Surgeon. The second floor exam rooms will offer medical consultations for both cosmetic surgery and medical Plastic Surgery including breast cancer care. Dr. Michael DeWolfe is an active staff member at Hinsdale Hospital. The second floor will also offer injectable services such as Botox and facial fillers. Other examples of services offered include micro needling, ablative laser treatments, thread-lifting, laser body contouring and minor procedures under local anesthesia. We will not use any sedation or perform any procedure requiring general anesthesia in the office setting.

Our staffing model would consist of 4 estheticians for the 4 spa rooms on the first floor. We would also have 2 front desk concierge to assist clients with their services and retail products. We would also have a dedicated spa manager for the first floor. Our second-floor staff model would consist of myself. I will have Plastic Surgery clinic hours 2-3 days per week. Our advanced practice nurse, Kelly DeWolfe, would also have clinic hours 1-2 days per week. The second floor would also have a dedicated manager as well as a dedicated front desk concierge. Other staff members dedicated to the second floor would include one or more advanced practice nurses for cosmetic injectables and ablative laser services.

Michael DeWolfe, MD

Plastic and Reconstructive Surgeon

ELEVARE

aesthetics and skin care

ElevareMD/DeWolfe Aesthetic Services, SC

Dr. Michael DeWolfe

17W300 22nd ST, Suite 360

Oakbrook Terrace, IL 60181

KEYSTONE
PLANNING+DESIGN

Keystone Planning + Design, PLLC

Luigi Randazzo, AIA

418 Clinton Place

River Forest, IL 60305

As requested, below is a written narrative to summarize and compliment the drawing package for both Historic and Plan Commission reviews by Hinsdale. This review is focused on the exterior updates to the existing historic building who's most recent documented owner within the Hinsdale historic archives is Worline Studios circa 1978. Much of our revisions to existing building elements, in place, will be similar. For example, we are updating to black signage band, black window trimwork, black shutters, black doors, and black wall sconces such as seen in the original Worline Studio Photo.



Below is a list of edits to the building that are documented and specified within our drawing package:

- Retaining both entry doors, and locating new internal elevator shaft near the side entry door, near the front of the building. For the proposed functionality and maximizing space within the building, the elevator makes the most sense to be located here, upon entry and flow to 2nd floor.
- Retaining all window masonry openings, and replacing to new low-e double pane windows in the same historic glass lite pattern, in black
- Retaining main entry door pocket, and updating floor material within the pocket to new black and dark gray porcelain outdoor slip-resistant tiles
- Replacing, in place, the exterior wall sconces, to live flame gas lamps
- Painting existing shutters and signage band in place to a black color
- Adding new matching black signage band over secondary side entry door
- All brick and stone trim, cornice, and accents to remain. They may be cleaned to freshen them

- All existing parapet heights and caps will remain without any changes. A new elevator shaft will rise above the side parapet wall by 1'-8", and be inset to sit inside of the parapet wall instead of building on top of the parapet wall
- Adding 1 rooftop unit and fully screening it, even though it sits centered to the building and is not visible from street or car eye level
- Adding screening refuse area to the rear of the building to upgrade the current condition of dumpsters sitting out in the open

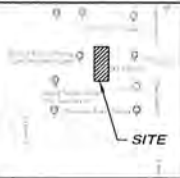
We thank you for your consideration, review, and commentary on this proposed project.

ALTA/NSPS LAND TITLE SURVEY

PROFESSIONAL LAND SURVEYING, INC.

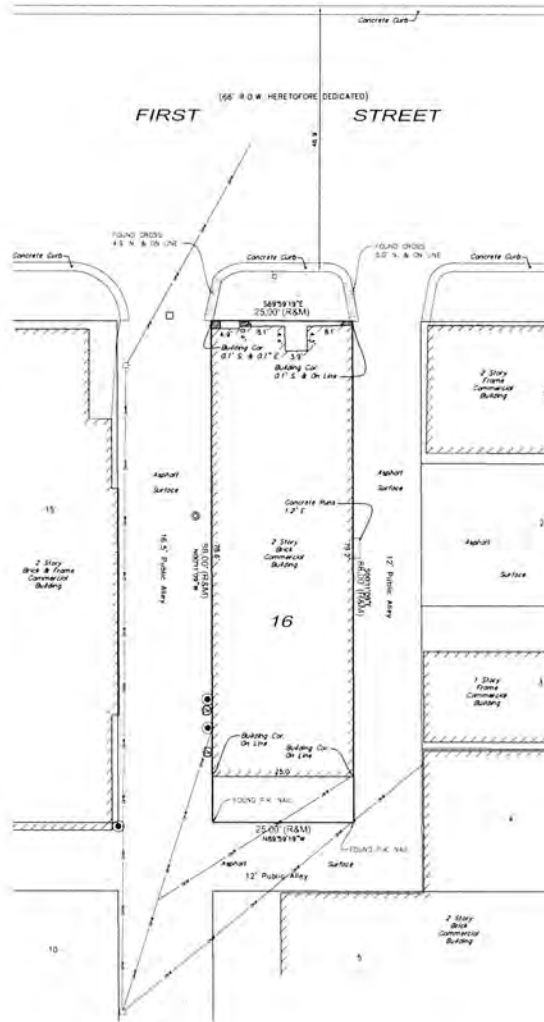
3060 OGDEN AVENUE SUITE 307
 ISLE, ILLINOIS 60132
 PHONE: 630-778-1757
 FAX: 630-778-1758
 E-MAIL: info@plsa.com

SHEET 1 OF 1



VICINITY MAP

N 0 SCALE



SURVEYOR'S NOTES

- THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD MARKS ON THE GROUND, AND ABOVE GROUND OBSERVABLE EVIDENCE ONLY. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES STATE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
- COMPARE THE DESCRIPTION ON THIS PLAT WITH YOUR DEED, ABSTRACT, OR CERTIFICATE OF TITLE. ALSO COMPARE ALL POINTS BEFORE BUILDING BY SAME, AND REPORT ANY DIFFERENCE IMMEDIATELY.
- BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED COORDINATE SYSTEM.
- BUILDING LINES ARE SHOWN ONLY WHERE THEY ARE SO RECORDED ON THE MAPS. REFER TO YOUR DEED OR ABSTRACT FOR ADDITIONAL ZONING RESTRICTIONS.
- THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S ORIGINAL SIGNATURE IN BLUE INK AND EMBOSSED SEAL.
- EASEMENTS AND SERVITUDES SHOWN HEREON ARE BASED UPON A TITLE COMMITMENT ISSUED BY ATTORNEY'S TITLE GUARANTEE FUND, INC. IDENTIFIED AS NUMBER 1601488871 WITH AN EFFECTIVE DATE OF JUNE 29, 2018, A REVIEW OF WHICH INDICATES THAT:
 - THE GENERAL EXCEPTIONS ALONG WITH ITEMS 1-17 ARE NOT SURVEY RELATED.
 - (R) = RECORD DATA
 - (M) = MEASURED DATA
 - R.O.W. = RIGHT OF WAY
 - AREA OF SURVEY= 2,200 SQ. FT. OR 0.051 ACRES, MORE OR LESS
 - PROPERTY DESCRIBED HEREON LIES WITHIN ZONE X AS DELINEATED ON THE NATIONAL FLOOD INSURANCE RATE MAP 17083C0003M WITH AN EFFECTIVE DATE OF DECEMBER 18, 2004.
 - NO MEASUREMENTS ARE TO BE ASSUMED BY SCALING.
 - PROPERTY CONTAINS NO REGULAR PARKING SPACES.

LEGAL DESCRIPTION

LOT 16 IN BROWN'S SUBDIVISION OF LOTS 1, 2, 3, 4 AND THE NORTH 41 FEET OF LOTS 5 AND 6 IN BLOCK 4 IN ORIGINAL TOWN OF HINGOLEE, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED JUNE 8, 1892 AS DOCUMENT 52446, IN SURGE COUNTY, ILLINOIS

PREPARED FOR GARGAN (ATTORNEY)
 ADDRESS 18.8 FIRST STREET HINGOLEE, ILLINOIS
 BOOK & PAGE 258/261 DATE 8/22/2018 JOB NO 1818674
 DRAWN BY JBR CHECK BY
 REVISION

SYMBOL LEGEND

- | | |
|--------------------------|----------------------|
| ○ - MANHOLE | (R) - RECORD DATA |
| ○ - CATCHBASIN | (M) - MEASURED DATA |
| □ - INLET | --- OVERHEAD WIRES |
| ○ - WATER VALVE | ○ - POWER POLE |
| (UNLESS OTHERWISE NOTED) | ○ - BURIED BOX |
| ● - BOLLARD | □ - CONCRETE SURFACE |
| ⊥ - STREET SIGN | |

SURVEYOR'S CERTIFICATE

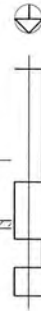
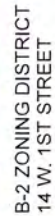
CERTIFIED TO:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2018 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-17 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON AUGUST 7, 2018.

DATE OF PLAT OR MAP: AUGUST 7, 2018



PLS No. 3483
 MY LICENSE EXPIRES 11/30/18



No	Description	Date
1	CLIENT MTG	4/15/2022
2	IFZ DRAFT	5/16/2022
3	IFZ-HPC-PC	6/08/2022

SURVEY +
REFUSE
SCREENING

SP100

Scale $1/8" = 1'-0"$

Copyright Keystone Planning • DESIGN, P.A.C. (09/10) 2022

HINSDALE MED SPA

14 W. 1ST ST. HINSDALE, IL

ARCHITECT • DESIGN
KEYSTONE
PLANNING DESIGN
418 CLINTON PLACE
RIVER FOREST, IL 60305

RWE
DESIGN BUILD
CM + INSTALL

1303 OGDEN AVE.,
DOWNERS GROVE, IL 60515

FLOOR AREA RATIO PER
HINSDALE ZONING CODE,
SECTION 12-206

50% BASEMENT - 970.5 SF

100% GROSS AREAS FROM
EXTERIOR WALLS OF MAIN
LEVEL AND SECOND
LEVEL - 3,882 SF

TOTAL GROSS FAR -
4,852 SF

TOTAL SITE AREA 25'X88' -
2,200 SF

FAR IS 2.21

Scale $1/4" = 1'$

RWE
CON + BUILDERS
DESIGN BUILD
1303 OGDEN AVE.
DOWNEY, CALIF. 90241

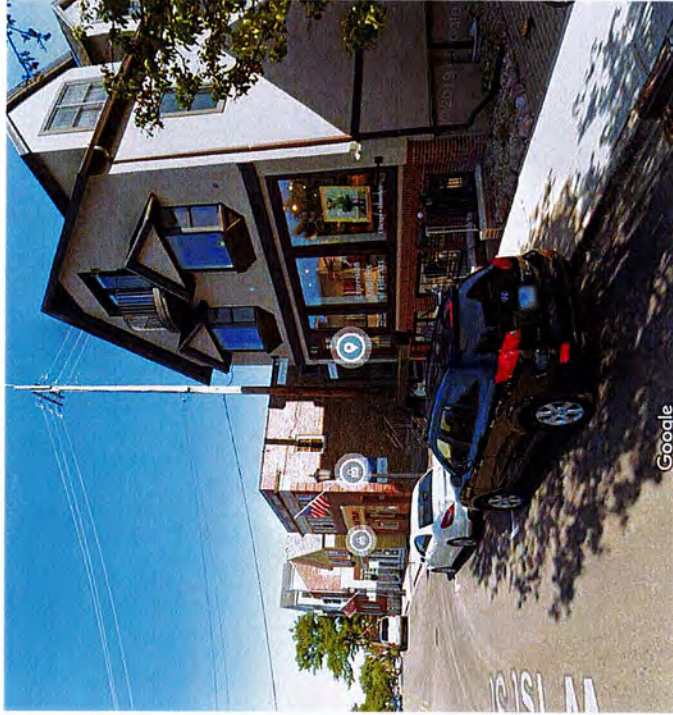
HINSDALE MED SPA
14 W. 1ST ST., HINSDALE, IL

No	Description	Date
1	CLIENT MTG	4/15/2022
2	IPZ DRAFT	5/16/2022
3	IPZ-HPC-PC	6/09/2022

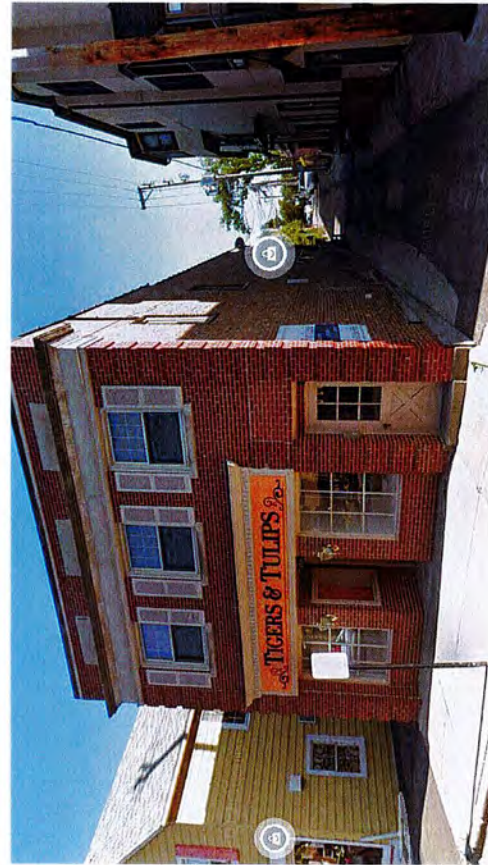
EXISTING +
DEMOLITION



VIEW FROM EAST



VIEW FROM WEST



VIEW FROM NORTH



AERIAL VIEW

ARCHITECT • DESIGN
KEYSTONE
PLANNING DESIGN
415 CLINTON PLACE
RIVER FOREST, IL 60006

CON • BUILDER
RWE
DESIGN BUILD
1309 OGDEN AVE.
DOWNERS GROVE, IL 60015
(800) 734-3883

HINSDALE MED SPA

1401 W 1ST ST, HINSDALE, IL

No	Description	Date
1	IFT DRAFT	5/16/2022
2	IFT2-HPC-PC	6/08/2022

EXISTING
EXTERIOR
CONDITIONS

A298

Scale



ARCHITECT + DESIGN
KEYSTONE
PLANNING + DESIGN
418 CLINTON PLACE
RIVER FOREST, IL 60305

CM - BUILDER
RWE
DESIGN BUILD
1305 OGDEN AVE
DOWNERS GROVE, IL 60515
(847) 794-1000

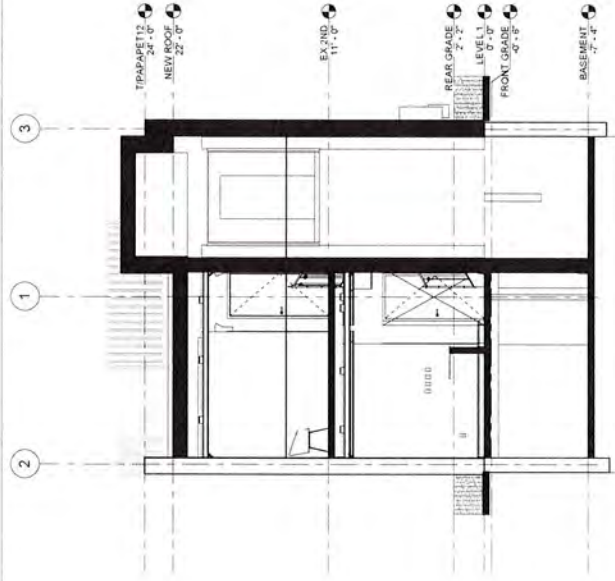
HINSDALE MED SPA
14 W. 1ST ST., HINSDALE, IL

No	Description	Date
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2	IF2-HPC-PC	6/08/2022

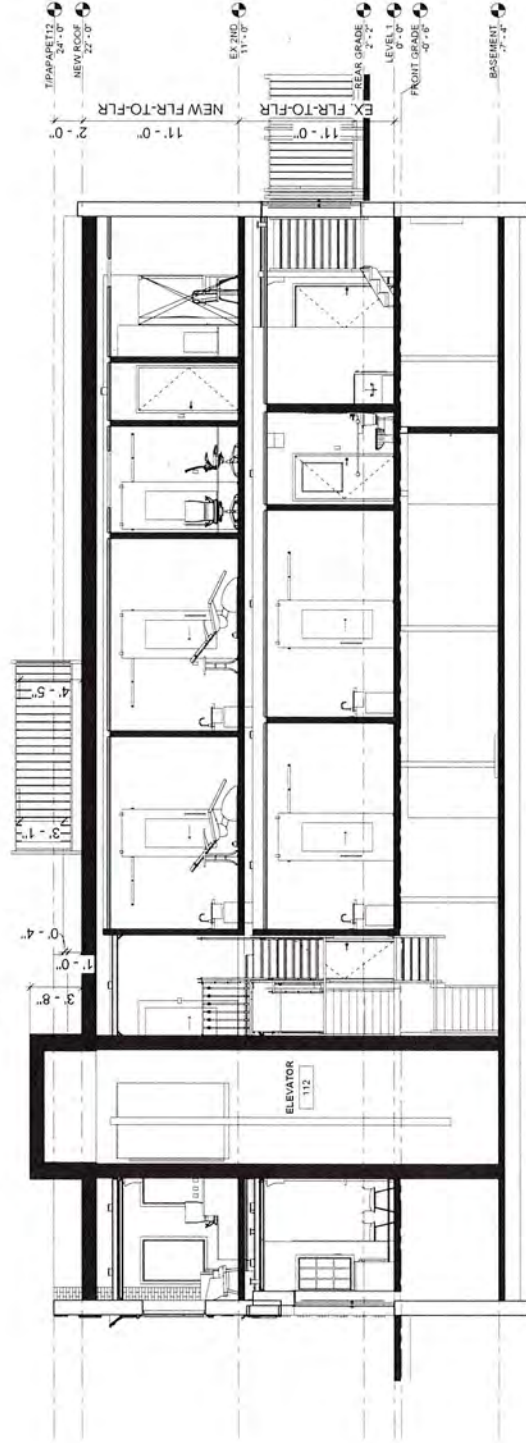
EXTERIOR
COLOR
ELEVATIONS

A299

2 SOUTH ELEVATION
3/16" = 1'-0"



2 SECTION
1/4" = 1'-0"



1 SECTION
1/4" = 1'-0"

BUILDING SECTIONS

A400

Scale 1/4" = 1'-0"
COPYRIGHT ANTSY CORE PLANNING + DESIGN, PLLC © 2022

HINSDALE MED SPA
14 W. 151 ST. HINSDALE, IL

No	Description	Date
1	IF2 DRAFT	5/16/2022
2	IF2 HPC-PC	6/09/2022

ARCHITECT + DESIGN
KEYSTONE
PLANNING+DESIGN
418 CLINTON PLACE
RIVER FOREST, IL 60305

CM + BUILDER
RWE
DESIGN BUILD
1303 OGDEN AVE
DOWNERS GROVE, IL 60515
(708) 241-1653

Second Floor Window Cladding Color

MARVIN

Clad Color Options

Our low maintenance clad-wood products feature an extruded aluminum exterior finished in commercial-grade high performance PVDF fluoropolymer paint. Because our finish meets the toughest American Architectural Manufacturers Association (AAMA) 2605 standard, you can expect even our richest and boldest hues to resist fading and chalking even in harsh sun or extreme weather conditions. A palette of nineteen color options spans from muted, earthy tones to bold, rich colors and three pearlescent finishes. Custom color matching is also available to meet any design vision.

The American Architectural Manufacturers Association (AAMA) awards certifications to materials that pass numerous, rigorous tests. These tests simulate the harsh conditions that a finish will encounter throughout the life of the window or door. Passing these specification tests and achieving AAMA verification provides independent verification that our finishes are best-in-class.

Selected: Stone White



Stone White

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING AN EXTERIOR APPEARANCE AND SITE PLAN
FOR FAÇADE AND OTHER IMPROVEMENTS TO AN EXISTING BUILDING – 14
W. FIRST STREET – ELEVARE MD**

WHEREAS, Michael and Kelly DeWolfe, d/b/a Elevare MD (the "Applicant"), have submitted an application (the "Application") seeking exterior appearance and site plan approval for changes to the exterior façade of the existing building located at 14 W. First Street (the "Subject Property") in the B-2 Central Business Zoning District. Proposed improvements include several improvements to the front façade facing First Street, the replacement of all windows and doors on the building, and the installation of an elevator shaft, rooftop mechanical unit screening, and a dumpster enclosure (collectively, the "Proposed Improvements"). The Subject Property is legally described in Exhibit A attached hereto and made a part hereof. The Proposed Improvements are depicted in the Exterior Appearance and Site Plans attached hereto as Exhibit B and made a part hereof; and

WHEREAS, the Subject Property is currently improved with a two-story, 4,000 square foot building with vacant commercial space on the first floor and four (4) apartments on the second floor. The building is classified as a Contributing Structure in the Downtown Hinsdale National Register Historic District. The Applicant desires to occupy the first floor as a beauty salon and the second floor as a medical office; and

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

WHEREAS, on July 13, 2022 the Plan Commission of the Village of Hinsdale reviewed the Application at a public meeting pursuant to notice given in accordance with the Zoning Code; and

WHEREAS, the Plan Commission, after considering all of the testimony and evidence presented at the public meeting, recommended approval of the proposed Exterior Appearance and Site Plan on a vote of six (6) ayes, and zero (0) nays, with three (3) absent, subject to the condition that the applicant install windows in the Stone White color on the second floor of the building, all as set forth in the Plan Commission's Findings and Recommendation in this case ("Findings and Recommendation"), a copy of which is attached hereto as Exhibit C and made a part hereof; and

WHEREAS, the President and Board of Trustees have duly considered the Findings and Recommendation of the Plan Commission, and all of the materials, facts and circumstances affecting the Application, and find that the Application satisfies the standards established in subsection 11-604F of the Zoning Code

governing site plan review, and the standards established in subsection 11-606E of the Zoning Code governing exterior appearance review, subject to the conditions stated in this Ordinance.

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

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

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

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

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

- A. **Compliance with Plans and Color of Second Floor Windows.** All work on the exterior of the Subject Property shall be undertaken only in strict compliance with the Approved Plans attached as **Exhibit B**, and including the requirement recommended by the Plan Commission that the Applicant install windows in the Stone White color on the second floor of the building. It is noted that the Applicant has agreed to that condition.
- B. **Compliance with Codes, Ordinances, and Regulations.** Except as specifically set forth in this Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and improvement shall comply with all Village codes, ordinances, and regulations at all times.
- C. **Building Permits.** The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

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

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

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

ADOPTED this _____ day of _____, 2022, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2022, and attested to by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

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

By: _____

Its: _____

Date: _____, 2022

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

LOT 16 IN WRIGHT'S SUBDIVISION OF LOTS 1, 2, 3, 4 AND THE NORTH 41 FEET OF LOTS 5 AND 6 IN BLOCK 4 IN ORIGINAL TOWN OF HINSDALE, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED JUNE 8, 1892 AS DOCUMENT 50440, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 09-12-122-004-0000

COMMONLY KNOWN AS: 14 WEST FIRST STREET, HINSDALE, IL 60521

EXHIBIT B

**APPROVED EXTERIOR APPEARANCE AND SITE PLANS
(ATTACHED)**

EXHIBIT C

FINDINGS AND RECOMMENDATION OF THE PLAN COMMISSION
(ATTACHED)

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

APPLICATION: Case A-14-2022 – 14 W. First Street – Elevare MD - Exterior Appearance and Site Plan Review to allow for façade improvements to the existing building located at 14 W. First Street in the B-2 Central Business District

PROPERTY: 14 W. First Street (PIN: 09-12-122-004)

APPLICANT: Michael and Kelly DeWolfe, Elevare MD

REQUEST: Exterior Appearance and Site Plan Review

PLAN COMMISSION (PC) REVIEW: July 13, 2022

BOARD OF TRUSTEES 1ST READING: August 16, 2022

SUMMARY OF REQUEST: The Village of Hinsdale received an application request from Michael and Kelly DeWolfe, Elevare MD, requesting approval of an Exterior Appearance and Site Plan Review to allow for changes to exterior façade of the existing building and site plan located at 14 W. First Street in the B-2 Central Business District.

The existing two-story, 4,000 square foot building consists of vacant commercial space on the first floor and four apartments on the second floor. Elevare MD proposes to utilize the first floor as a beauty salon and the second floor as a medical office.

The building is classified as a Contributing Structure in the Downtown Hinsdale Historic District according to the 2006 National Register of Historic Places Nomination and is Potentially Significant according to the 2003 Architectural Resources in the Downtown Survey Area.

The building features Two-Part Commercial Block architecture in a Classical Revival style. It was designed by architect R. Harold Zook in 1941. The building is one of four commercial buildings in the Downtown Hinsdale Historic District designed by Zook. The original storefront and windows have been reconfigured and replaced over time.

The project was reviewed at a public meeting at the Historic Preservation Commission on July 6, 2022. There was a discussion on the location and design of the elevator shaft, where the applicant confirmed that the existing parapet wall will not be altered and the new brick elevator shaft will extend 1'8" above the height of the existing parapet wall. Mr. Just confirmed that elevator was located toward the front of the building to better service clients and staff accessing the front entrance. The applicant also confirmed that the building, including the brick and limestone features, will not be painted.

Commissioners expressed concern over the use of black cladding on the windows and noted that black windows on the second floor were not consistent with the historic design of building in the downtown, particularly for buildings designed by R. Harold Zook. The applicant stated that all windows were to be of black cladding to be consistent on the entire building. The Commission recommended that the second floor windows be of a lighter color or white color, but were okay with the use of black on the first floor windows and the shutters.

The Historic Preservation Commission recommended approval of Case A-14-2022, an Exterior Appearance and Site Plan Review to allow for façade improvements to the existing building located at 14 W. First Street in the B-2 Central Business District, by a vote of 5-0 (2 absent), subject to the condition that a lighter color or white color be used on all second floor windows. Following the meeting, the applicant agreed that the second floor window cladding can be of an off-white color, in the Stone White color swatch submitted in the Plan Commission packet for review.

PUBLIC MEETING SUMMARY AND FINDINGS: On July 13, 2022, the request for approval of an Exterior Appearance and Site Plan Review was reviewed at a public meeting by the Plan Commission. Ken Just, representing RWE Design Build, and Kelly and Michael DeWolfe building owners, provided an overview of the proposed changes to the building and answered questions from the Commissioners.

Mr. Just briefly explained the changes proposed to the building and stated that the Historic Preservation Commission requested that a lighter color be used on all second floor windows. The applicant submitted a Stone White color swatch in the Plan Commission packet for review to use on the second floor windows.

Chairman Cashman asked about the black panel area above the door on the right side of the front elevation. Commissioner Moore stated he visited the site and this area on the building appears to have been bricked over in the past and uses a different color brick than the rest of the building. Mr. Just stated it is a black panel that is intended to match the larger existing sign panel on the building.

Commissioner Moore asked about the existing dumpsters located in the public alley and if these are their dumpsters. Commissioner Moore asked if the new enclosure will prevent traffic from turning in the alley after it is constructed and suggested turning the enclosure could help with cars turning. Concerns were expressed on if this will impact any of the neighboring buildings.

Mr. Just stated that people are currently parking in the alley where the dumpster is located and it does not appear that the alley is not used for through traffic.

Several Commissioners expressed support for constructing a dumpster enclosure and there are other issues surrounding dumpsters in the downtown area. Ms. Salmon noted that the Village can look into enforcement issues.

Commissioner Moore asked about the placement of the elevator shaft on the building and asked if it could be relocated further away from the front of the building. Mr. Just stated that the location helps with the interior function of the building. Mr. DeWolfe stated the elevator location will provide closer access to patients entering from the front of the building and was designed with safety in mind.

Chairman Cashman stated he understood why the elevator was located in this location and is a good design from an accessibility standpoint. Chairman Cashman stated he does not believe that the elevator shaft will be that visible from the street.

Commissioner Fiascone asked why the Historic Preservation Commission asked for the second floor windows to be in a white color. Chairman Cashman stated that the recommendation was largely based on Zook, the architect of the building, and that windows were traditionally white rather than black. The Historic Preservation Commission was okay with a more unique design and color on the ground level. There was a discussion about the history of the building. Commissioner Fiascone noted she did not think that the second floor windows needed to be white.

Commissioner Willobee also stated he liked how the original window colors look, but was okay with the change to the colors.

Commissioner Crnovich stated she has questions about the elevator shaft and dumpster, but they had previously been answered. Commissioner Crnovich thanked the applicant for enclosing the dumpster and stated this will reduce the possibility of creating an eyesore.

Commissioner Crnovich asked if the business will be selling products on the first floor and if there will be retail sales tax. Mr. DeWolfe confirmed the business has a large retail component. There was a discussion on the use of the building and future business. The existing building has four apartments on the second floor. The new business will have medical offices on the second floor.

Several Commissioners expressed support for repurposing the building and its importance in the Downtown Historic District.

Commissioner Krillenberger asked for clarification on the Commissioner Moore's comment on the different color bricks on the front façade over the doorway. Chairman Cashman stated that they are installing a similar panel area to match the main signage panel to cover up where the brick was previously infilled. There was a discussion on how the building has been changed over the years.

Commissioner Krillenberger asked if the applicant is moving their business from another location. Mr. DeWolfe stated he has been a part of Hinsdale Hospital for ten years and currently has a business in Lakeview in Chicago. They have been a part of the Hinsdale and LaGrange area for many years and they would like to locate in the area. There was a brief discussion on the rendering and proposed color of the windows.

Chairman Cashman expressed support for the project and said the project was tastefully done.

In recommending approval of the Exterior Appearance and Site Plan Review, the Plan Commission determined the standards set forth in Section 11-604(F) and Section 11-606(F) of the Village's Zoning Code have been met. Overall, the Commission expressed support for the project, noting that the proposed changes would be an improvement to the existing conditions.

Commissioners noted that proposed plans met several of the standards for approval identified in the Zoning Code including the screening of the rooftop equipment and proposed dumpster enclosure (Section 11-604(F)(1)(h)). The proposed elevator shaft did not appear to negatively impact the building and historic façade and the proposed improvements were respectful to the character of the existing historic building (Section 11-605(E)(2)(a), (b), and (g)). Several Commissioners noted that the project utilized a high quality design that would be visually compatible and consistent with the Downtown Historic District (Section 11-605(E)(1) and (2)).

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

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

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

RECOMMENDATIONS: Based on the findings set forth above, the Village of Hinsdale Plan Commission, by a vote of six (6) ayes and zero (0) nays, with three (3) absent, recommended to the President and Board of Trustees approval of Case A-14-2022, an Exterior Appearance and Site Plan Review to allow for façade improvements to the existing building located at 14 W. First Street in the B-2 Central Business District, subject to the condition that the applicant install windows in the Stone White color on the second floor of the building.

Signed: _____

Steve Cashman, Chair
Plan Commission
Village of Hinsdale

Date: _____



REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: Consent – ACA
SUBJECT: Accounts Payable-Warrant #1762
MEETING DATE: August 16, 2022
FROM: Alison Brothen, Finance Director *AB*

Recommended Motion

Approve payment of the accounts payable for the period of July 7, 2022 through August 10, 2022 in the aggregate amount of \$3,017,542.05 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.

Background

At each Village Board meeting the Village Treasurer submits a warrant register that lists bills to be paid and to ratify any wire transfers that have been made since the last Village Board meeting. Supporting materials for all bills to be paid are reviewed by Village Treasurer and one Village Trustee prior to the Village Board meeting.

Discussion & Recommendation

After completion of the review by the Village Treasurer and Village Trustee approval of Warrant #1762 is recommended.

Budget Impact

N/A

Village Board and/or Committee Action

Village Board agenda policy provides that the Approval of the Accounts Payable should be listed on the Consent Agenda

Documents Attached

Warrant Register #1762

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1762

FOR PERIOD July 7, 2022 through August 10, 2022

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$3,017,542.05 reviewed and approved by the below named officials.

APPROVED BY Alison Brothen DATE 8/11/22
FINANCE DIRECTOR

APPROVED BY _____ DATE _____
VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE TRUSTEE

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
1762

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems			
7/8/2022	Village Payroll #14 - Calendar 2022	FWH/FICA/Medicare	\$ 116,625.86
7/22/2022	Village Payroll #15 - Calendar 2022	FWH/FICA/Medicare	\$ 111,036.41
7/22/2022	Village Payroll #15b - Calendar 2022	FWH/FICA/Medicare	\$ 136.15
8/5/2022	Village Payroll #16 - Calendar 2022	FWH/FICA/Medicare	\$ 107,797.01
Illinois Department of Revenue			
7/8/2022	Village Payroll #14 - Calendar 2022	State Tax Withholding	\$ 23,249.29
7/22/2022	Village Payroll #15 - Calendar 2022	State Tax Withholding	\$ 22,764.84
7/22/2022	Village Payroll #15b - Calendar 2022	State Tax Withholding	\$ 36.38
8/5/2022	Village Payroll #16 - Calendar 2022	State Tax Withholding	\$ 22,603.98
ICMA - 457 Plans			
7/8/2022	Village Payroll #14 - Calendar 2022	Employee Withholding	\$ 21,284.88
7/22/2022	Village Payroll #15 - Calendar 2022	Employee Withholding	\$ 21,559.35
8/5/2022	Village Payroll #16 - Calendar 2022	Employee Withholding	\$ 21,820.01
HSA PLAN CONTRIBUTION			
7/8/2022	Village Payroll #14 - Calendar 2022	Employer/Employee Withholding	\$ 5,436.25
7/22/2022	Village Payroll #15 - Calendar 2022	Employer/Employee Withholding	\$ 1,873.75
8/5/2022	Village Payroll #16 - Calendar 2022	Employer/Employee Withholding	\$ 1,593.75
PCORI FEE	Annual Fee 2021 Plan Year	PEHP - PCORI Fee	\$ 276.21
Intergovernmental Personnel Benefit Cooperative		Employee Insurance	\$ 169,835.22
Illinois Municipal Retirement Fund		Employer/Employee	\$ 67,813.08
Total Bank Wire Transfers and ACH Payments			\$ 715,742.42

Village of Hinsdale
#1762
Summary By Fund

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
General Fund	100	977,298.85	169,835.22	1,147,134.07
2017A GO Bond Fund	307	475.00		475.00
Capital Project Fund	400	48,303.26	-	48,303.26
Water & Sewer Operations	600	1,101,513.91	-	1,101,513.91
Escrow Funds	720	130,850.00	-	130,850.00
Payroll Revolving Fund	740	43,358.61	545,907.20	589,265.81
Total		2,301,799.63	715,742.42	3,017,542.05



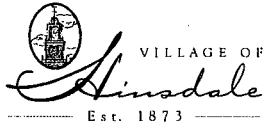
Warrant Register 1762

Invoice	Description	Invoice/Amount
AFLAC-FLEXONE		
19011	Payroll Run 1 - Warrant PR1422	764.57
	Check Date 7/7/2022 Total For Check # 113164	764.57
ILLINOIS FRATERNAL ORDER		
19009	Payroll Run 1 - Warrant PR1422	816.00
	Check Date 7/7/2022 Total For Check # 113165	816.00
NATIONWIDE RETIREMENT SOL		
19010	Payroll Run 1 - Warrant PR1422	525.00
	Check Date 7/7/2022 Total For Check # 113166	525.00
NATIONWIDE TRUST CO FSB		
19012	Payroll Run 1 - Warrant PR1422	29,938.68
	Check Date 7/7/2022 Total For Check # 113167	29,938.68
NCPERS GRP LIFE INS#3105		
19008	Payroll Run 1 - Warrant PR1422	208.00
	Check Date 7/7/2022 Total For Check # 113168	208.00
STATE DISBURSEMENT UNIT		
19013	Payroll Run 1 - Warrant PR1422	230.77
	Check Date 7/7/2022 Total For Check # 113169	230.77
AT&T MOBILITY		
287305163488-JUN22	PHONE CHARGES 5/26-6/25/22 PUB SAFETY	310.31
287305163488-JUN22	PHONE CHARGES 5/26-6/25/22 PUB SAFETY	801.82
287305163488-JUN22	PHONE CHARGES 5/26-6/25/22 PUB SAFETY	854.10
287305163488-JUN22	PHONE CHARGES 5/26-6/25/22 PUB SAFETY	42.07
287305163654-JUN22	PHONE CHARGES-PUB WKS 5/26-6/25/22	210.35
287305163654-JUN22	PHONE CHARGES-PUB WKS 5/26-6/25/22	84.14
287305163654-JUN22	PHONE CHARGES-PUB WKS 5/26-6/25/22	42.07
287305163654-JUN22	PHONE CHARGES-PUB WKS 5/26-6/25/22	73.21
287305163654-JUN22	PHONE CHARGES-PUB WKS 5/26-6/25/22	210.35
287305163654-JUN22	PHONE CHARGES-PUB WKS 5/26-6/25/22	84.14
287305163654-JUN22	PHONE CHARGES-PUB WKS 5/26-6/25/22	168.28



Warrant Register 1762.

Invoice	Description	Invoice/Amount
287305163654-JUN22	PHONE CHARGES-PUB WKS 5/26-6/25/22	84.14
Check Date 7/14/2022 Total For Check # 113170		2,964.98
BMO HARRIS BANK N.A. PYMT		
JUNE2022	MISC CHARGES JUNE2022	149.90
JUNE2022	MISC CHARGES JUNE2022	32.94
JUNE2022	MISC CHARGES JUNE2022	58.90
JUNE2022	MISC CHARGES JUNE2022	71.91
JUNE2022	MISC CHARGES JUNE2022	26.99
JUNE2022	MISC CHARGES JUNE2022	35.26
JUNE2022	MISC CHARGES JUNE2022	23.97
JUNE2022	MISC CHARGES JUNE2022	23.00
JUNE2022	MISC CHARGES JUNE2022	78.89
JUNE2022	MISC CHARGES JUNE2022	35.96
JUNE2022	MISC CHARGES JUNE2022	64.99
JUNE2022	MISC CHARGES JUNE2022	69.34
JUNE2022	MISC CHARGES JUNE2022	33.00
JUNE2022	MISC CHARGES JUNE2022	79.98
JUNE2022	MISC CHARGES JUNE2022	45.88
JUNE2022	MISC CHARGES JUNE2022	6.95
JUNE2022	MISC CHARGES JUNE2022	42.98
JUNE2022	MISC CHARGES JUNE2022	81.80
JUNE2022	MISC CHARGES JUNE2022	195.00
JUNE2022	MISC CHARGES JUNE2022	14.95
JUNE2022	MISC CHARGES JUNE2022	-7.80
JUNE2022	MISC CHARGES JUNE2022	116.34
JUNE2022	MISC CHARGES JUNE2022	152.36
JUNE2022	MISC CHARGES JUNE2022	7.99
JUNE2022	MISC CHARGES JUNE2022	37.99
JUNE2022	MISC CHARGES JUNE2022	109.99
JUNE2022	MISC CHARGES JUNE2022	17.98
JUNE2022	MISC CHARGES JUNE2022	3.78
JUNE2022	MISC CHARGES JUNE2022	150.00
JUNE2022	MISC CHARGES JUNE2022	119.88
JUNE2022	MISC CHARGES JUNE2022	137.85
JUNE2022	MISC CHARGES JUNE2022	194.16
JUNE2022	MISC CHARGES JUNE2022	250.00



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Invoice	Description	Invoice/Amount
JUNE2022	MISC CHARGES JUNE2022	0.99
JUNE2022	MISC CHARGES JUNE2022	1,500.00
JUNE2022	MISC CHARGES JUNE2022	2.65
JUNE2022	MISC CHARGES JUNE2022	122.66
JUNE2022	MISC CHARGES JUNE2022	79.89
JUNE2022	MISC CHARGES JUNE2022	63.99
JUNE2022	MISC CHARGES JUNE2022	9.88
JUNE2022	MISC CHARGES JUNE2022	34.99
JUNE2022	MISC CHARGES JUNE2022	99.00
JUNE2022	MISC CHARGES JUNE2022	15.00
JUNE2022	MISC CHARGES JUNE2022	15.96
JUNE2022	MISC CHARGES JUNE2022	12.00
JUNE2022	MISC CHARGES JUNE2022	0.99
JUNE2022	MISC CHARGES JUNE2022	38.99
JUNE2022	MISC CHARGES JUNE2022	138.73
JUNE2022	MISC CHARGES JUNE2022	215.00
JUNE2022	MISC CHARGES JUNE2022	7.99
JUNE2022	MISC CHARGES JUNE2022	41.00
JUNE2022	MISC CHARGES JUNE2022	32.84
JUNE2022	MISC CHARGES JUNE2022	29.85
JUNE2022	MISC CHARGES JUNE2022	29.85
JUNE2022	MISC CHARGES JUNE2022	19.99
JUNE2022	MISC CHARGES JUNE2022	108.12
JUNE2022	MISC CHARGES JUNE2022	-29.85
JUNE2022	MISC CHARGES JUNE2022	121.07
JUNE2022	MISC CHARGES JUNE2022	3.03
JUNE2022	MISC CHARGES JUNE2022	81.24
JUNE2022	MISC CHARGES JUNE2022	131.77
JUNE2022	MISC CHARGES JUNE2022	54.95
JUNE2022	MISC CHARGES JUNE2022	67.17
JUNE2022	MISC CHARGES JUNE2022	502.50
JUNE2022	MISC CHARGES JUNE2022	140.00
JUNE2022	MISC CHARGES JUNE2022	50.00
JUNE2022	MISC CHARGES JUNE2022	0.99
JUNE2022	MISC CHARGES JUNE2022	100.00
Check Date 7/14/2022 Total For Check # 113171		6,306.34



Warrant Register 1762

Invoice	Description	Invoice/Amount
DUPAGE WATER COMMISSION		
01-1200-00-JUNE22	WATER CHARGES 5/31-6/30/22	517,746.18
	Check Date 7/14/2022 Total For Check # 113172	517,746.18
FULLERS HOME & HARDWARE		
JUNE22	MISC HARDWARE JUNE22	82.74
JUNE22	MISC HARDWARE JUNE22	9.32
JUNE22	MISC HARDWARE JUNE22	32.36
JUNE22	MISC HARDWARE JUNE22	29.67
JUNE22	MISC HARDWARE JUNE22	8.99
JUNE22	MISC HARDWARE JUNE22	10.79
JUNE22	MISC HARDWARE JUNE22	16.19
JUNE22	MISC HARDWARE JUNE22	13.47
JUNE22	MISC HARDWARE JUNE22	41.37
	Check Date 7/14/2022 Total For Check # 113173	244.90
WEX BANK		
82175253	JUN22 UNLEADED FUEL	300.35
82175253	JUN22 UNLEADED FUEL	653.16
82175253	JUN22 UNLEADED FUEL	7,531.50
82175253	JUN22 UNLEADED FUEL	1,302.87
82175253	JUN22 UNLEADED FUEL	713.24
82175253	JUN22 UNLEADED FUEL	101.35
82175253	JUN22 UNLEADED FUEL	364.93
82175253	JUN22 UNLEADED FUEL	1,606.71
82175253	JUN22 UNLEADED FUEL	1,254.91
82175253	JUN22 UNLEADED FUEL	21.50
82175253	JUN22 UNLEADED FUEL	-148.82
	Check Date 7/14/2022 Total For Check # 113175	13,701.70
ROBERT PATRICK EATON SOLE MBR		
0110259	STAGE FOR OUTDOOR DINING THRU 11/1/22	3,133.00
110259	STAGE FOR OUTDOOR DINING THRU 11/1/22	2,430.00
	Check Date 7/20/2022 Total For Check # 113176	5,563.00
AMERICAN EXPRESS		
8-03003-071022	MISC CHARGES JULY22	25.00
8-03003-071022	MISC CHARGES JULY22	45.38
8-03003-071022	MISC CHARGES JULY22	-0.25
	Check Date 7/20/2022 Total For Check # 113177	70.13

VOID 113174



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Invoice	Description	Invoice/Amount
AT & T		
63032338639258	VEECK PARK-WP 7/13-8/12/22	487.94
	Check Date 7/20/2022 Total For Check # 113178	487.94
COMCAST		
8771201110009242	POLICE/FIRE 7/16-8/15/22	77.68
8771201110009242	POLICE/FIRE 7/16-8/15/22	77.68
	Check Date 7/20/2022 Total For Check # 113179	155.36
RYAN AND RYAN		
060222	LEGAL SERVICES 1/11-5/31/22	6,887.50
	Check Date 7/20/2022 Total For Check # 113180	6,887.50
TOSHIBA AMER BUSINESS SOLUTIONS		
5812895	MAINT COPIER ADMIN-4/1-6/30/22	582.11
	Check Date 7/20/2022 Total For Check # 113181	582.11
TOSHIBA FINANCIAL SERVICE		
477361224	COPIER LEASE COM DEV/PARKS 7/6-8/6/22	192.50
477361224	COPIER LEASE COM DEV/PARKS 7/6-8/6/22	82.50
	Check Date 7/20/2022 Total For Check # 113182	275.00
HOME DEPOT CREDIT SERVICE		
JUNE22	MISC HARDWARE/SUPPLIES	47.96
JUNE22	MISC HARDWARE/SUPPLIES	9.98
JUNE22	MISC HARDWARE/SUPPLIES	100.81
JUNE22	MISC HARDWARE/SUPPLIES	39.90
JUNE22	MISC HARDWARE/SUPPLIES	27.94
JUNE22	MISC HARDWARE/SUPPLIES	63.87
JUNE22	MISC HARDWARE/SUPPLIES	335.74
JUNE22	MISC HARDWARE/SUPPLIES	16.76
JUNE22	MISC HARDWARE/SUPPLIES	32.57
JUNE22	MISC HARDWARE/SUPPLIES	37.96
JUNE22	MISC HARDWARE/SUPPLIES	183.08
JUNE22	MISC HARDWARE/SUPPLIES	40.98
	Check Date 7/21/2022 Total For Check # 113183	937.55
AFLAC-FLEXONE		
19354	Payroll Run 1 - Warrant PR2215	764.57
	Check Date 7/26/2022 Total For Check # 113184	764.57



Warrant Register 1762

Invoice	Description	Invoice/Amount
NATIONWIDE RETIREMENT SOL		
19353	Payroll Run 1 - Warrant PR2215	525.00
	Check Date 7/26/2022 Total For Check # 113185	525.00
NATIONWIDE TRUST CO FSB		
19355	Payroll Run 1 - Warrant PR2215	3,440.76
	Check Date 7/26/2022 Total For Check # 113186	3,440.76
STATE DISBURSEMENT UNIT		
19356	Payroll Run 1 - Warrant PR2215	230.77
	Check Date 7/26/2022 Total For Check # 113187	230.77
ILLINOIS EPA		
IL0066818-2022	NPDES FEE ANNUAL- 7/1/22-6/30/23	5,000.00
	Check Date 7/28/2022 Total For Check # 113188	5,000.00
TOSHIBA FINANCIAL SERVICE		
477992093	COPIER LEASE ADMIN 7/13-8/13/22	275.00
	Check Date 7/28/2022 Total For Check # 113189	275.00
TOSHIBA FINANCIAL SERVICE		
478321821	COPIER LEASE PD 7/18-8/18/22	275.00
	Check Date 8/2/2022 Total For Check # 113190	275.00
UNITED STATES POSTAL SVC		
77997582-JUL22	MAIL MACHINE POSTAGE JULY22	3,000.00
	Check Date 8/2/2022 Total For Check # 113191	3,000.00
5 STAR SOCCER CAMPS, INC		
63022	5 STAR SOCCER SUMMER PROGRAM	1,000.00
	Check Date 8/10/2022 Total For Check # 113192	1,000.00
ADVENTHEALTH BOLINGBROOK		
052208	APR22 EXECUTIVE HEALTH CHARGES	450.00
072208	JUNE22 EXECUTIVE HEALTH CARGES	560.00
	Check Date 8/10/2022 Total For Check # 113193	1,010.00
AIR ONE EQUIPMENT		
183419	GEAR KEEPERS	229.00
183498	HAZMAT METER CALIBRATION	140.00
	Check Date 8/10/2022 Total For Check # 113194	369.00
AMALGAMATED BK OF CHICAGO		
TRUST #1856569007	ADMIN FEE FOR SERIES 2017A BOND 7/1/22-6/30/23	475.00
	Check Date 8/10/2022 Total For Check # 113195	475.00

Warrant Register 1762

Invoice	Description	Invoice/Amount
AMERICAN BACKFLOW INC		
6429	ANNUAL BACKFLOW TESTING	136.42
6429	ANNUAL BACKFLOW TESTING	136.42
6429	ANNUAL BACKFLOW TESTING	181.90
6429	ANNUAL BACKFLOW TESTING	641.15
6429	ANNUAL BACKFLOW TESTING	90.95
6429	ANNUAL BACKFLOW TESTING	1,814.51
Check Date 8/10/2022 Total For Check # 113196		3,001.35
ANDRES MEDICAL BILLING LT		
254838	APRIL COLLECTIONS	1,936.60
254691	MARCH COLLECTIONS	2,631.32
255278	MAY COLLECTIONS	3,514.86
Check Date 8/10/2022 Total For Check # 113197		8,082.78
ANDRZEJ JEDROL		
41	JUN22 LODGE CLEANING	2,840.00
Check Date 8/10/2022 Total For Check # 113198		2,840.00
APEX LANDSCAPING INC		
1005861	2022 LANDSCAPE MAINTENANCE CONTRACT VOB 4/12/22	870.00
1005861	2022 LANDSCAPE MAINTENANCE CONTRACT VOB 4/12/22	5,420.00
1005861	2022 LANDSCAPE MAINTENANCE CONTRACT VOB 4/12/22	20,690.00
92386	2022 LANDSCAPE MAINTENANCE CONTRACT VOB 4/12/22	150.00
Check Date 8/10/2022 Total For Check # 113199		27,130.00
AT&T MOBILITY		
287305163654- JUL22	PHONE CHARGES-PUB WKS 6/26-7/25/22	211.05
287305163654- JUL22	PHONE CHARGES-PUB WKS 6/26-7/25/22	84.42
287305163654- JUL22	PHONE CHARGES-PUB WKS 6/26-7/25/22	42.21
287305163654- JUL22	PHONE CHARGES-PUB WKS 6/26-7/25/22	74.22
287305163654- JUL22	PHONE CHARGES-PUB WKS 6/26-7/25/22	211.05
287305163654- JUL22	PHONE CHARGES-PUB WKS 6/26-7/25/22	84.42
287305163654- JUL22	PHONE CHARGES-PUB WKS 6/26-7/25/22	168.84



Warrant Register 1762

Invoice	Description	Invoice/Amount
287305163654-JUL22	PHONE CHARGES-PUB WKS 6/26-7/25/22	84.42
287305163488-JUL22	PHONE CHARGES 6/26-7/25/22 PUB SAFETY	310.67
287305163488-JUL22	PHONE CHARGES 6/26-7/25/22 PUB SAFETY	809.62
287305163488-JUL22	PHONE CHARGES 6/26-7/25/22 PUB SAFETY	936.97
287305163488-JUL22	PHONE CHARGES 6/26-7/25/22 PUB SAFETY	42.21
648934965	IPAD 9TH GENERATION	1,154.97
	Check Date 8/10/2022 Total For Check # 113200	4,215.07
AUGUSTUS LABS LLC		
576	COLLECTION DATE 7/1/22	100.00
577	COLLECTION DATE 7/22/22	100.00
	Check Date 8/10/2022 Total For Check # 113201	200.00
AWWA		
7002020400	MEMBERSHIP RENEWAL-00663807	238.00
	Check Date 8/10/2022 Total For Check # 113202	238.00
BEACON SSI INCORPORATED		
101331	GAS TANK INSPECT	125.00
	Check Date 8/10/2022 Total For Check # 113203	125.00
BEARY LANDSCAPING, INC		
228385	SUPPLY/INSTALL 5 ARBORIVITAE AT 55TH & ELM	2,160.00
	Check Date 8/10/2022 Total For Check # 113204	2,160.00
BRIAN PANEK		
070522	SOFTBALL UMPIRES	840.00
	Check Date 8/10/2022 Total For Check # 113205	840.00
BOJAK, LARRY		
1	PICKLEBALL FEES	115.50
	Check Date 8/10/2022 Total For Check # 113206	115.50
BRAVO SERVICES, INC		
185	JUN22 CLEANING SVC	2,300.00
185	JUN22 CLEANING SVC	350.00
185	JUN22 CLEANING SVC	225.00
185	JUN22 CLEANING SVC	675.00
185	JUN22 CLEANING SVC	1,250.00
185	JUN22 CLEANING SVC	1,275.00
175	PRESEASON CLEANING AT POOL	2,150.00

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Invoice	Description	Invoice/Amount
190	JULY22 CLEANING SVC	2,300.00
190	JULY22 CLEANING SVC	350.00
190	JULY22 CLEANING SVC	225.00
190	JULY22 CLEANING SVC	675.00
190	JULY22 CLEANING SVC	1,250.00
190	JULY22 CLEANING SVC	1,275.00
	Check Date 8/10/2022 Total For Check # 113207	14,300.00
BURKE LLC		
PAYMENT #1	PD/FD ROOF REPLACEMENT VOB 4/26/22	178,923.31
PAYMENT #1	PD/FD ROOF REPLACEMENT VOB 4/26/22	178,923.31
	Check Date 8/10/2022 Total For Check # 113208	357,846.62
CARROT-TOP INDUSTRIES,IN		
INV108378	PARKS FLAGS	321.60
	Check Date 8/10/2022 Total For Check # 113209	321.60
CDW-GOVERNMENT INC.		
BD41547	LAPTOP	859.59
BB10487	MONITORS	615.96
BK91302	DOCKING STATIONS	8,290.20
	Check Date 8/10/2022 Total For Check # 113210	9,765.75
CENTRAL TURF & IRRIGATION		
7672041-00	IRRIGATION REPAIR-BROOK PARK	31.69
	Check Date 8/10/2022 Total For Check # 113211	31.69
CHESS SCHOLARS		
3004315	STEAM CAMP	330.00
	Check Date 8/10/2022 Total For Check # 113212	330.00
CHICAGO ARTISAN ROASTERS		
1126	COFFEE- BREAKROOM SUPPLIES	45.00
1108	COFFEE	45.00
1120	COFFEE	90.00
1129	COFFEE	45.00
	Check Date 8/10/2022 Total For Check # 113213	225.00
CHICAGO ELITE VOLLEYBALL CLUB, LLC		
0548	VOLLEYBALL SUMMER PROGRAM	280.00
	Check Date 8/10/2022 Total For Check # 113214	280.00
CINTAS CORPORATION 769		
4123245037	MAT & TOWEL SVC	22.85
4123245037	MAT & TOWEL SVC	27.42

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Invoice	Description	Invoice/Amount
4123245037	MAT & TOWEL SVC	22.38
4123245037	MAT & TOWEL SVC	12.15
4123245037	MAT & TOWEL SVC	46.08
4123245037	MAT & TOWEL SVC	42.97
4124685389	MAT & TOWEL SVC	22.85
4124685389	MAT & TOWEL SVC	27.42
4124685389	MAT & TOWEL SVC	22.38
4124685389	MAT & TOWEL SVC	12.15
4124685389	MAT & TOWEL SVC	46.08
4124685389	MAT & TOWEL SVC	42.97
4125953710	MAT & TOWEL SVC	22.85
4125953710	MAT & TOWEL SVC	27.42
4125953710	MAT & TOWEL SVC	21.39
4125953710	MAT & TOWEL SVC	12.15
4125953710	MAT & TOWEL SVC	46.08
4125953710	MAT & TOWEL SVC	42.97
4116422166	MAT & TOWEL SVC	27.42
4116422166	MAT & TOWEL SVC	22.85
4116422166	MAT & TOWEL SVC	21.39
4116422166	MAT & TOWEL SVC	12.15
4116422166	MAT & TOWEL SVC	46.08
4116422166	MAT & TOWEL SVC	42.97
9185615852	CREDIT FOR OVERCHARGE	-9.37
9185615845	CREDIT FOR OVERCHARGE	-9.37
9185615863	CREDIT FOR OVERCHARGE	-9.37
9185615868	CREDIT FOR OVERCHARGE	-9.37
Check Date 8/10/2022 Total For Check # 113215		655.94
CLARK BAIRD SMITH LLP		
15581	LEGAL FILE/LABOR GENERAL #12929	262.50
15455	LEGAL FILE/LABOR GENERAL #12929	5,337.50
Check Date 8/10/2022 Total For Check # 113216		5,600.00
CLARKE ENVIRONMENT		
001025854	2022 MOSQUITO ABATEMENT VOB 4/12/22	13,874.00
Check Date 8/10/2022 Total For Check # 113217		13,874.00
CLEANSWEEP		
PS459985	STREET SWEEPING	119.64
PS459884	STREET SWEEPING	9,223.14
PS447723	STREET SWEEPING	838.39



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Invoice	Description	Invoice/Amount
PS467019	STREET SWEEPING	2,189.64
	Check Date 8/10/2022 Total For Check # 113218	12,370.81
COLLEY ELEVATOR COMPANY		
225964	VH-MEM HALL INSPECTION	747.00
225994	PD ELEVATOR INSPECTION	372.00
225995	WATER PLANT ELEVATOR INSPECTION	617.00
	Check Date 8/10/2022 Total For Check # 113219	1,736.00
COMCAST		
8771201110037136	POOL 7/4-8/3/22	174.80
8771201110036757	VILLAGE HALL 8/5-9/4/22	263.85
8771201110036781	POLICE 8/5-9/4/22	165.90
8771201110036807	KLM 8/5-9/4/22	111.85
8771201110036815	WATER 8/5-9/4/22	170.80
	Check Date 8/10/2022 Total For Check # 113220	887.20
COMED		
0015093062	57TH STREET	85.24
0075151076	ELEANOR PARK	177.88
0203017056	WARMING HOUSE/PADDLE HUT	240.36
0203065105	CHESTNUT PARKING	31.29
0395122068	STREET LIGHTS	34.86
0417073048	314 SYMONDS DR	100.28
0427019145	PD CAMERA	32.77
0471095066	FOUNTAIN	218.23
0499147045	BURLINGTON PARK	37.12
0651102260	PD CAMERA	32.40
0825110049	PD CAMERA	30.38
1507053046	PD CAMERA	28.16
1993023010	RADIO EQUIPMENT FD	117.67
2195166237	PD CAMERA	28.25
2378029015	WASHINGTON	29.76
3454039030	VEECK PARK-WP	257.44
6583006139	BURLINGTON PARK	86.63
7011378007	PIERCE PARK	1,192.95
7011481018	WALNUT STREET	32.33
7093551008	KLM LODGE 80/20	1,236.23
7093551008	KLM LODGE 80/20	309.06
8521083007	ROBBINS PARK	94.38



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Invoice	Description	Invoice/Amount
8521342001	TRAIN STATION	132.28
8521400008	WATER PLANT	36.57
8605174005	BROOK PARK	67.84
8605437007	POOL	4,321.19
Check Date 8/10/2022 Total For Check # 113221		8,991.55
COMED		
0381057101	CLOCK TOWER	23.34
0639032045	ROBBINS PARK	19.34
0697168013	STREET LIGHTS	22.55
1107024145	LANDSCAPE LIGHTS 650	25.03
2771151012	PD CAMERA	27.96
7011157008	NS CBQ RR	26.56
7261620005	SAFETY TOWN	20.07
8689206002	ELEANOR PARK	27.90
8689480008	STOUGH PARK	19.00
8689640004	BURNS FIELD	21.06
Check Date 8/10/2022 Total For Check # 113222		232.81
COMED-6112		
1653148069	TRAFFIC SIGNALS-5/27-6/28/22	57.66
Check Date 8/10/2022 Total For Check # 113223		57.66
COMMERCIAL COFFEE SERVICE		
401623	COFFEE	41.75
401623	COFFEE	41.75
Check Date 8/10/2022 Total For Check # 113224		83.50
CONSTELLATION NEWENERGY		
3520401	GAS BILLS 6/1-6/30/22	142.71
3520401	GAS BILLS 6/1-6/30/22	142.70
3520401	GAS BILLS 6/1-6/30/22	220.83
3520401	GAS BILLS 6/1-6/30/22	260.49
3520401	GAS BILLS 6/1-6/30/22	1,633.78
3520401	GAS BILLS 6/1-6/30/22	243.01
Check Date 8/10/2022 Total For Check # 113225		2,643.52
CORE & MAIN LP		
Q853865	WATER METERS	4,248.00
Q998686	MXU'S & TP (METERS)	4,155.00
Q981788	WATER METERS	3,072.00
Q834310	B-BOXES	447.00



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Invoice	Description	Invoice/Amount
Q992743	B-BOXES 1"	777.40
Q642030	B-BOXES	494.62
	Check Date 8/10/2022 Total For Check # 113226	13,194.02
CURRIE MOTORS		
E9189	FD STAFF CAR - VBOT RBA 02152022	33,353.00
	Check Date 8/10/2022 Total For Check # 113227	33,353.00
DU-COMM		
18165	LEASE/OWNING COST AUG-OCT 2022	3,556.74
18123	QTR SHARES AUG-OCT 2022	75,510.50
18164	QUARTERLY FACILITY COSTS AUG 1 - OCT 31, 2022	2,629.81
18122	QUARTERLY DISPATCHING FEES AUG 1 - OCT 31, 2022	39,621.75
	Check Date 8/10/2022 Total For Check # 113228	121,318.80
DUPAGE COUNTY COLLECTOR		
09-12-129-014	2ND INSTALL HINSDALE AVE-CASA MARGARITA	5,646.24
	Check Date 8/10/2022 Total For Check # 113229	5,646.24
DUPAGE WATER COMMISSION		
01-1200-00-JULY22	WATER CHARGES 6/30-7/31/22	549,913.98
	Check Date 8/10/2022 Total For Check # 113230	549,913.98
EMERGENCY MEDICAL PROD		
2465907	EMS SUPPLIES	2,157.49
	Check Date 8/10/2022 Total For Check # 113231	2,157.49
ETP LABS, INC		
22-135976	MONTHLY BACTERIA SAMPLES	288.00
	Check Date 8/10/2022 Total For Check # 113232	288.00
EXCELL FASTENER SOLUTIONS		
30708	REAMER	62.98
	Check Date 8/10/2022 Total For Check # 113233	62.98
FACTORY MOTOR PARTS CO		
60-339092	FUEL FILTER KIT #M84	60.00
60-339091	OIL FILTERS-PATROL CARS	59.88
	Check Date 8/10/2022 Total For Check # 113234	119.88
FIRESTONE STORES		
141162	NEW TIRE - SQUAD 41	149.50
	Check Date 8/10/2022 Total For Check # 113235	149.50



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Invoice	Description	Invoice/Amount
FLAG SOURCE		
504266	AMERICAN FLAGS	825.00
	Check Date 8/10/2022 Total For Check # 113236	825.00
FULLERS SERVICE CENTER IN		
60	WEEKEND CBD GARBAGE & PARKS	1,840.00
	Check Date 8/10/2022 Total For Check # 113237	1,840.00
FULTON SIREN SERVICES		
2238	ANNUAL TEST-SIRENS	905.70
	Check Date 8/10/2022 Total For Check # 113238	905.70
GALLS		
021606750	UNIFORM ALLOW	124.22
	Check Date 8/10/2022 Total For Check # 113239	124.22
GALLWAS, JENNIFER		
6112022	PICKLEBALL TOURNAMENT	360.00
	Check Date 8/10/2022 Total For Check # 113240	360.00
GATEWAY SRA		
071322	MEMBERSHIP CONTR 2022-2023 1ST APPROVED 2-5-13	41,025.44
	Check Date 8/10/2022 Total For Check # 113241	41,025.44
GRAINGER, INC.		
9370014483	POOL REPLACE WATER FILTER	39.34
	Check Date 8/10/2022 Total For Check # 113242	39.34
GRANICUS		
152641	ANNUAL RENEWAL PERMIT SOFTWARE	12,855.18
	Check Date 8/10/2022 Total For Check # 113243	12,855.18
HAGG PRESS		
115807	CONSUMER CONFIDENCE REPORT	2,669.00
	Check Date 8/10/2022 Total For Check # 113244	2,669.00
HAWKINS, INC.		
622788	POOL CHEMICALS	779.93
	Check Date 8/10/2022 Total For Check # 113245	779.93
HEALTH INSPECT PROF INC		
536	COOK COUNTY HEALTH INSP 4/1-6/30/22	750.00
	Check Date 8/10/2022 Total For Check # 113246	750.00



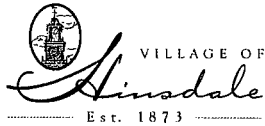
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Invoice	Description	Invoice/Amount
HEALY ASPHALT COMPANY LLC		
31631	COLD PATCH	925.35
	Check Date 8/10/2022 Total For Check # 113247	925.35
HILDRETH, ROBERT W		
7222022	SANTA FOR POOL EVENT	150.00
	Check Date 8/10/2022 Total For Check # 113248	150.00
HINSDALE NURSERIES, INC.		
17262681	ADDL PLANTS FOR CBD PLANTERS	823.68
	Check Date 8/10/2022 Total For Check # 113249	823.68
HOME DEPOT CREDIT SERVICE		
071322	MISC HARDWARE & SUPPLIES	393.66
071322	MISC HARDWARE & SUPPLIES	38.94
071322	MISC HARDWARE & SUPPLIES	39.97
071322	MISC HARDWARE & SUPPLIES	11.07
071322	MISC HARDWARE & SUPPLIES	21.72
071322	MISC HARDWARE & SUPPLIES	116.82
071322	MISC HARDWARE & SUPPLIES	250.00
071322	MISC HARDWARE & SUPPLIES	217.28
071322	MISC HARDWARE & SUPPLIES	46.05
071322	MISC HARDWARE & SUPPLIES	364.10
071322	MISC HARDWARE & SUPPLIES	54.63
071322	MISC HARDWARE & SUPPLIES	313.30
071322	MISC HARDWARE & SUPPLIES	-337.36
	Check Date 8/10/2022 Total For Check # 113250	1,530.18
MECRAFTERS LLC		
26216	CONT BD-701 TAFT #26216	10,000.00
27044	CONT BD-424 N ADAMS #27044	2,500.00
	Check Date 8/10/2022 Total For Check # 113251	12,500.00
HOMER TREE CARE, INC		
49288	TREE REMOVAL WITH STUMP GRINDING	3,250.00
	Check Date 8/10/2022 Total For Check # 113252	3,250.00
HUGHES ENVIRONMENTAL CONSULTING INC		
119	VEECK CSO OPERATOR-MONTH FEE JUNE22	400.00
	Check Date 8/10/2022 Total For Check # 113253	400.00



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Invoice	Description	Invoice/Amount
IL OFC OF STATE FIRE MARSHALL		
9663758	BOILER INSPECTION	140.00
	Check Date 8/10/2022 Total For Check # 113254	140.00
ILCMA		
3757	JOB POSTING-ASST FINANCE DIRECTOR	50.00
072822	2022-23 MEMBERSHIP RENEWAL	465.00
072722	MEMBERSHIP RENEWAL-PELUSO	185.00
	Check Date 8/10/2022 Total For Check # 113255	700.00
ILEAS		
DUES11496	ILEAS 2022 ANNUAL MEMBERSHIP DUES	120.00
	Check Date 8/10/2022 Total For Check # 113256	120.00
ILLINOIS CHESS TEACHERS		
1679	SUMMER CHESS PROGRAM	1,239.00
	Check Date 8/10/2022 Total For Check # 113257	1,239.00
ILLINOIS PHLEBOTOMY SVCS		
1576	PHLEBOTOMY SERVICES - (JUNE 5TH,6TH,9TH,18TH)	1,700.00
	Check Date 8/10/2022 Total For Check # 113258	1,700.00
ILLINOIS TOLLWAY		
G125000007322	IPASS TOLLS 4/1-6/30/22	19.05
	Check Date 8/10/2022 Total For Check # 113259	19.05
INDUSTRIAL ELECTRIC SUPPLY		
S100014471.001	BROOK PARK LIGHT FIXTURE REPAIR	25.86
	Check Date 8/10/2022 Total For Check # 113260	25.86
INNOVATION ARTS CONNECTION		
1185	DANCE CLASSES SUMMER	484.00
	Check Date 8/10/2022 Total For Check # 113261	484.00
INTERNATIONAL EXTERMINATO		
06-2225	PEST CONTROL SVC-JUNE 22	47.00
06-2225	PEST CONTROL SVC-JUNE 22	47.00
06-2225	PEST CONTROL SVC-JUNE 22	132.00
06-2225	PEST CONTROL SVC-JUNE 22	47.00
06-2225	PEST CONTROL SVC-JUNE 22	47.00
07-3574	PEST CONTROL-JULY22	47.00
07-3574	PEST CONTROL-JULY22	47.00
07-3574	PEST CONTROL-JULY22	132.00
07-3574	PEST CONTROL-JULY22	47.00



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Invoice	Description	Invoice/Amount
07-3574	PEST CONTROL-JULY22	47.00
	Check Date 8/10/2022 Total For Check # 113262	640.00
INTERSTATE BATTERY SYSTEM		
44449140	BATTERIES #31	372.00
318243	BATTERIES #29	346.00
	Check Date 8/10/2022 Total For Check # 113263	718.00
IRON SLEEK, INC		
61038	ICE RINK LINER	2,867.50
	Check Date 8/10/2022 Total For Check # 113264	2,867.50
J JORDAN HOMES		
26112	CONT BD-736 S PARK AVE #26112	10,000.00
26047	CONT BDE-504 S OAK #26047	10,000.00
26111	ST MGMT-736 S PARK #26111	3,000.00
26048	ST MGMT-504 S OAK #26048	3,000.00
26784	CONT BD-322 N OAK #26784	2,500.00
26171	CONT BD-807 S COUNTY LINE #26171	1,000.00
26313	CONT BD-512 PRINCETON #26313	4,000.00
	Check Date 8/10/2022 Total For Check # 113265	33,500.00
JAMES J BENES & ASSOC INC		
PAYMENT 7	FY22 3RD PARTY REVIEWS-PAY #7	5,200.00
	Check Date 8/10/2022 Total For Check # 113266	5,200.00
JLD CONSULTING GROUP		
12130	JUNE22 CONSULTING FEE	5,500.00
	Check Date 8/10/2022 Total For Check # 113267	5,500.00
JULIE INC		
2022-0794	JULIE MEMBERSHIP	3,139.54
	Check Date 8/10/2022 Total For Check # 113268	3,139.54
KAMAN FLUID POWER LLC		
L75862-001	HYDRAULIC HOSE #11	299.75
	Check Date 8/10/2022 Total For Check # 113269	299.75
KATHLEEN W BONO CSR		
89848	#HPC-05-2022	457.90
	Check Date 8/10/2022 Total For Check # 113270	457.90
KIEFT BROS INC		
246426	PIPE GASKETS	399.56
	Check Date 8/10/2022 Total For Check # 113271	399.56



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Invoice	Description	Invoice/Amount
KIESLER POLICE SUPPLY		
SI102726	REPLACEMENT DUTY PISTOLS VOB 10/19/21	18,000.00
	Check Date 8/10/2022 Total For Check # 113272	18,000.00
KLEIN, THORPE, JENKINS LTD		
227385-227394	LEGAL FEES THRU 6/30/22	10,437.01
	Check Date 8/10/2022 Total For Check # 113273	10,437.01
KRAMER FOODS		
072822	EMPLOYEE LUNCHEON SUPPLIES	20.36
	Check Date 8/10/2022 Total For Check # 113274	20.36
KROESCHELL SERVICE, INC		
66706	BOILER SERVICE	790.00
66706	BOILER SERVICE	1,570.00
66706	BOILER SERVICE	2,560.00
66706	BOILER SERVICE	1,570.00
66706	BOILER SERVICE	1,570.00
	Check Date 8/10/2022 Total For Check # 113275	8,060.00
LAPSHIN, TRACY		
SPRING 2022	FENCING SPRING PROGRAMS	792.00
	Check Date 8/10/2022 Total For Check # 113276	792.00
LEON SEAL COATING		
3183	DRIVEWAY REPAIR-VILLAGE PORTION	1,500.00
	Check Date 8/10/2022 Total For Check # 113277	1,500.00
LINCHPIN SEO		
00016450	KLM SEO MARKETING	400.00
	Check Date 8/10/2022 Total For Check # 113278	400.00
LISA LOMBARDI COACHING		
50071949	THRILLS AND CHILLS SUMMER CLASS	81.20
	Check Date 8/10/2022 Total For Check # 113279	81.20
LITHOPRINT, INC		
45712	2021 PD ANNUAL REPORT	969.00
	Check Date 8/10/2022 Total For Check # 113280	969.00
LORKIEWICZ, REBECCA		
07012022	YOGA SUMMER WEDNESDAYS	367.50
05052022	YOGA SUMMER THURSDAYS	210.00
	Check Date 8/10/2022 Total For Check # 113281	577.50



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Invoice	Description	Invoice/Amount
LORUSSO, MICHAEL		
070622	TUITION REIMBURSEMENT	507.60
	Check Date 8/10/2022 Total For Check # 113282	507.60
MACQUEEN EQUIPMENT LLC		
W01729	E84 REPAIRS	1,247.45
P17048	E84 PARTS	750.14
P17363	E84 PARTS	45.74
	Check Date 8/10/2022 Total For Check # 113283	2,043.33
MCLAUGHLIN, TRACY		
071422	REIMBURSEMENT HEATHER'S PARTY	44.29
	Check Date 8/10/2022 Total For Check # 113284	44.29
MCMASTER-CARR		
77095503	SIGN BRACKETS CBD SIGNS-PD REQ	246.12
	Check Date 8/10/2022 Total For Check # 113285	246.12
MENARDS		
98844	POOL REPAIRS	15.47
98274	POOL SURGE/LADDER	738.99
99259	TOOLS	63.70
99265	PIPE COUPLINGS	92.94
01128	VILLAGE HALL PROJECT	10.99
00688	LAUNDRY DETERGENT	47.41
01401	FENCE POST-ALLMEN	25.78
	Check Date 8/10/2022 Total For Check # 113286	995.28
NAPA AUTO PARTS		
4343-788487	THERMAL TAPE FOR HYD HOSE #11	25.99
	Check Date 8/10/2022 Total For Check # 113287	25.99
NEUCO INC		
5975079	POOL EQUIPMENT	60.08
	Check Date 8/10/2022 Total For Check # 113288	60.08
NICOR GAS		
13270110003	350 N VINE 6/16-7/18/22	166.03
12952110000	5905 S COUNTY LINE 6/17-7/19/22	57.65
06677356575	PLATFORM TENNIS 6/17-7/19/22	229.68
38466010006	121 SYMONDS 6/16-7/18/22	86.91
38466010006	121 SYMONDS 6/16-7/18/22	86.90
90077900000	YOUTH CENTER 6/16-7/18/22	80.07



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Invoice	Description	Invoice/Amount
	Check Date 8/10/2022 Total For Check # 113289	707.24
NUCO2 INC		
70067274	POOL CHEMICALS	159.48
70057958	POOL CHEMICALS	167.90
	Check Date 8/10/2022 Total For Check # 113290	327.38
OAK BROOK MECHANICAL, INC		
30746	VENTILATION SYSTEM REPAIR -RANGE	778.50
	Check Date 8/10/2022 Total For Check # 113291	778.50
OAKWOOD ELECTRIC & GENERATOR		
26881	CONT BD-401 8TH PLACE #26881	500.00
26823	CONT BD-820 N WASHINGTON #26823	500.00
	Check Date 8/10/2022 Total For Check # 113292	1,000.00
ALI, IMRAN		
26549	KLM SECURITY DEP-EN220619 #26549	500.00
26549	KLM SECURITY DEP-EN220619 #26549	-60.00
	Check Date 8/10/2022 Total For Check # 113293	440.00
ATAEI, HOSSEIN		
27311	CONT BD-518 PHILLIPPA #27311	500.00
	Check Date 8/10/2022 Total For Check # 113294	500.00
BUDGET PAVING		
27217	CONT BD-505 THE LANE #27217	500.00
	Check Date 8/10/2022 Total For Check # 113295	500.00
BURKE, KEVIN		
070722	REIMBURSE PKWY TREE-316 E 6TH	260.00
	Check Date 8/10/2022 Total For Check # 113296	260.00
CODES, ANDY & SUE		
070622	REIMBURSE-PKWY TREE	260.00
	Check Date 8/10/2022 Total For Check # 113297	260.00
CONCRETE CREATIONS PLUS INC		
27301	CONT BD-640 S ADAMS #27301	500.00
	Check Date 8/10/2022 Total For Check # 113298	500.00
CONCRETE, DAVID		
26417	CONT BD-311 SPRINGLAKE #26417	950.00
	Check Date 8/10/2022 Total For Check # 113299	950.00
CUDNEY, SARAH		
249955	CANCELLED PROGRAMS	369.50
	Check Date 8/10/2022 Total For Check # 113300	369.50



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Invoice	Description	Invoice/Amount
CURRAN, JAMES		
26224	CONT BD-438 PHILLIPPA #26224	3,000.00
	Check Date 8/10/2022 Total For Check # 113301	3,000.00
CYRIER, ROBYN		
26848	CONT BD-130 S QUINCY #26848	900.00
	Check Date 8/10/2022 Total For Check # 113302	900.00
CZYZ, TOM		
251120	WITHDREW FROM PROGRAM	110.00
	Check Date 8/10/2022 Total For Check # 113303	110.00
DANCER, CHRISTIAN		
27060	CONT BD-211 N LINCOLN #27060	3,000.00
	Check Date 8/10/2022 Total For Check # 113304	3,000.00
DICIURCIO, JOHN		
4171	REFUND STICKER	48.00
	Check Date 8/10/2022 Total For Check # 113305	48.00
DONATELLO ELECTRIC INC		
27012	CONT BOND-124 N BRUNER #27012	1,000.00
	Check Date 8/10/2022 Total For Check # 113306	1,000.00
ELLIS DYNASTY INC		
26734	CONT BD-11 LANSING #26734	500.00
	Check Date 8/10/2022 Total For Check # 113307	500.00
EMBREE, DANA & JANET		
27114	CONT BD-429 FULLER #27114	500.00
	Check Date 8/10/2022 Total For Check # 113308	500.00
ENGELSMAN, DONNA		
24889	KLM SECURITY DEP-EN220626 #24889	250.00
24889	KLM SECURITY DEP-EN220626 #24889	-75.00
	Check Date 8/10/2022 Total For Check # 113309	175.00
FARRINGTON, MALORIE		
249193	CANCELLED POOL MEMBERSHIP	367.00
	Check Date 8/10/2022 Total For Check # 113310	367.00
GIL, CHERYL		
26576	KLM SECURITY DEP-EN220624 #26576	500.00
	Check Date 8/10/2022 Total For Check # 113311	500.00

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Invoice	Description	Invoice/Amount
HATELY, LORRAINE		
5504	RETURNED STICKER-UNUSED	48.00
	Check Date 8/10/2022 Total For Check # 113312	48.00
HAWBECKER & GARVER LLC		
26455	CONT BD-32 BLAINE #26455	10,000.00
	Check Date 8/10/2022 Total For Check # 113313	10,000.00
HOME WERKS		
23937	CONT BD-811 S CLAY #23937	3,000.00
	Check Date 8/10/2022 Total For Check # 113314	3,000.00
HRUBES, BECKI		
254476	WITHDREW FROM PROGRAM	60.00
	Check Date 8/10/2022 Total For Check # 113315	60.00
JAKUBOWSKI, ELISE		
25950	KLM SECURITY DEP-EN220717 #25950	500.00
25950	KLM SECURITY DEP-EN220717 #25950	-30.00
	Check Date 8/10/2022 Total For Check # 113316	470.00
JRM INVESTMENTS		
27233	CONT BD-1401 BURR OAK #306C-#27233	3,000.00
	Check Date 8/10/2022 Total For Check # 113317	3,000.00
KAZMIERCZAK, BREANNA		
25945	KLM SECURITY DEP-EN220710 #25945	500.00
	Check Date 8/10/2022 Total For Check # 113318	500.00
KD LANDSCAPE INC		
27275	CONT BD-114 E SIXTH #27275	500.00
	Check Date 8/10/2022 Total For Check # 113319	500.00
KOUBA, JOANNE		
25910	KLM SECURITY DEP-EN210807 #25910	500.00
	Check Date 8/10/2022 Total For Check # 113320	500.00
LAMBERT, JEFFREY & SUSAN		
27310	CONT BD-7 CENTER ST #27310	500.00
	Check Date 8/10/2022 Total For Check # 113321	500.00
LAREAU, AMANDA		
252191	FOOTBALL CAMP CANCELLED	52.00
	Check Date 8/10/2022 Total For Check # 113322	52.00

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Invoice	Description	Invoice/Amount
MATHIESON HOUSE LLC		
26043	STMWR BD-950 S MADISON #26043	9,200.00
	Check Date 8/10/2022 Total For Check # 113323	9,200.00
MILLER, ALISON		
25986	KLM SECURITY DEP-EN220625 #25986	500.00
	Check Date 8/10/2022 Total For Check # 113324	500.00
MILLER, GAIL		
27002	ST MGMT-533 JUSTINA #27002	3,000.00
	Check Date 8/10/2022 Total For Check # 113325	3,000.00
MOODY, CURT		
7334	SPRINKLER REPAIR FROM SIDEWALK INSTALL	36.00
	Check Date 8/10/2022 Total For Check # 113326	36.00
MUEHLHAUSER, JAMIE & ERIC		
27215	CONT BD-21 ULM #27215	500.00
	Check Date 8/10/2022 Total For Check # 113327	500.00
MWH GENERAL CONTRACTING LLC		
27088	CONT BD-729 WILSON #27088	10,000.00
	Check Date 8/10/2022 Total For Check # 113328	10,000.00
NAPOLITANO, JACQUELINE		
2301	8TH ST RECONSTRUCTION DAMAGED LAWN	702.00
	Check Date 8/10/2022 Total For Check # 113329	702.00
O PROPERTIES, INC		
26817	CONT BD-1401 BURR OAK RD #304B-#26817	5,000.00
	Check Date 8/10/2022 Total For Check # 113330	5,000.00
OCHOA, JOHN		
27277	CONT BD-5620 S WASHINGTON #27277	500.00
	Check Date 8/10/2022 Total For Check # 113331	500.00
PAULEY, MATTHEW		
249144	MENS SOFTBALL CANCELLATION	350.00
	Check Date 8/10/2022 Total For Check # 113332	350.00
PEREA, LAURA		
26578	KLM SECURITY DEP-EN220703 #26578	500.00
26578	KLM SECURITY DEP-EN220703 #26578	-450.00
	Check Date 8/10/2022 Total For Check # 113333	50.00



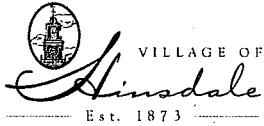
Warrant Register 1762

Invoice	Description	Invoice/Amount
RAY, ALANA		
250136	WITHDREW FROM SWIM LESSONS	70.00
	Check Date 8/10/2022 Total For Check # 113334	70.00
ROBERT/LISA MARTH		
19304	OVERPAID FINAL BILL	61.00
	Check Date 8/10/2022 Total For Check # 113335	61.00
ROTH, NICOLE		
251532	WITHDREW FROM PROGRAM	42.00
	Check Date 8/10/2022 Total For Check # 113336	42.00
SCHRADER, LIZ		
243547	PROGRAM CANCELLED	25.00
	Check Date 8/10/2022 Total For Check # 113337	25.00
SCHUELER, KIELLEY		
26089	STMWR BD-108 N GARFIELD #26089	5,400.00
	Check Date 8/10/2022 Total For Check # 113338	5,400.00
SIMONS, LISA		
27205	CONT BD-411 8TH PL #27205	500.00
	Check Date 8/10/2022 Total For Check # 113339	500.00
SINHA, DR SUNIL P		
23939	STMWR BD-545 WOODSIDE #23929	3,000.00
	Check Date 8/10/2022 Total For Check # 113340	3,000.00
STEIGMEYER, GREGG		
PARADE PARTICIPANT	FOURTH OF JULY PARADE PARTICIPANT	450.00
	Check Date 8/10/2022 Total For Check # 113341	450.00
SUNET POOLS & SPA		
26723	CONT BD-504 S OAK #26723	4,000.00
	Check Date 8/10/2022 Total For Check # 113342	4,000.00
TATAROWICZ, DEBRA		
27071	CONT BD-236 S BRUNER #27071	1,500.00
	Check Date 8/10/2022 Total For Check # 113343	1,500.00
THANOS, JON		
26078	CONT BD-5606 S WASHINGTON #26078	3,650.00
	Check Date 8/10/2022 Total For Check # 113344	3,650.00



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Invoice	Description	Invoice/Amount
THE PRIDE STORE		
27132	CONT BD-149 E OGDEN #27132	500.00
	Check Date 8/10/2022 Total For Check # 113345	500.00
THE PRIDE STORE		
27006	CONT BD-149 E OGDEN AVE #27006	1,250.00
	Check Date 8/10/2022 Total For Check # 113346	1,250.00
VOORHEES, JOHN		
19403	refund overpayment of final water bill	107.00
	Check Date 8/10/2022 Total For Check # 113347	107.00
WANLESS, CHAD		
26998	CONT BD-975 TAFT #26998	7,500.00
	Check Date 8/10/2022 Total For Check # 113348	7,500.00
WEST SUBURBAN CONCERT BAND		
JULY 4TH ENTERTAINME	JULY 4TH ENTERTAINMENT	600.00
	Check Date 8/10/2022 Total For Check # 113349	600.00
ORTIGARAS PIANO SERVICE		
070122	PIANO TUNING AT LODGE	100.00
	Check Date 8/10/2022 Total For Check # 113350	100.00
PEERLESS NETWORK, INC		
541459	PHONE CHARGES 7/15-8/14/22	50.53
541459	PHONE CHARGES 7/15-8/14/22	255.60
541459	PHONE CHARGES 7/15-8/14/22	320.81
541459	PHONE CHARGES 7/15-8/14/22	206.65
541459	PHONE CHARGES 7/15-8/14/22	233.41
541459	PHONE CHARGES 7/15-8/14/22	200.62
	Check Date 8/10/2022 Total For Check # 113351	1,267.62
PLAY WELL TEKNOLOGIES		
DB21938	LEGO CLASSES SUMMER	650.00
	Check Date 8/10/2022 Total For Check # 113352	650.00
POMPS TIRE SERVICE, INC.		
280134430	ROAD SVC TO REPAIR FLAT TIRE #8	537.80
470089658	TIRE-CUT SIDEWALL #105 CHIPPER	280.44
	Check Date 8/10/2022 Total For Check # 113353	818.24



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Invoice	Description	Invoice/Amount
PORTER LEE CORPORATION		
27130	ET EQUIPMENT SUPPLIES	183.64
	Check Date 8/10/2022 Total For Check # 113354	183.64
POWER DMS INC		
INV-22128	ANNUAL SUBSCRIPTION RENEWAL	2,581.40
	Check Date 8/10/2022 Total For Check # 113355	2,581.40
QUADIENT INC		
59415666	METER MAINT & RENTAL 8/13-11/12/22	311.28
59415666	METER MAINT & RENTAL 8/13-11/12/22	111.88
	Check Date 8/10/2022 Total For Check # 113356	423.16
RAY O'HERRON CO INC		
2206661	FLASHLIGH BATTERY	20.99
2207570	AMMO- TRAINING	47.06
2205095	UNIFORM ALLOW	27.99
2195746	UNIFROM ALLOW	80.99
2208392	PATCHES/BAG	20.97
	Check Date 8/10/2022 Total For Check # 113357	198.00
RED WING BUSINESS ADVANTA		
20220710019991	UNIFORM ALLOW	207.48
	Check Date 8/10/2022 Total For Check # 113358	207.48
REMPE-SHARPE & ASSOCIATES INC		
28422	S GARFIELD RECONST PAY #1	10,811.47
28468	S GARFIELD RECONST PAY #2 BOT 12/8/20 & 7/31/21	36,789.79
	Check Date 8/10/2022 Total For Check # 113359	47,601.26
REPUBLIC SERVICES #551		
0551-015446022	CONTAMINATED DUMPSTER KLM	122.62
	Check Date 8/10/2022 Total For Check # 113360	122.62
S & S INDUSTRIAL SUPPLY		
5391180 RI	VEHICLE SOAP	287.40
	Check Date 8/10/2022 Total For Check # 113361	287.40
SAFETY-KLEEN SYSTEMS, INC		
89202360	PARTS CLEANER RENTAL	202.37
	Check Date 8/10/2022 Total For Check # 113362	202.37
SCHOOL OF ROCK HINSDALE		
062022	ROCK SUMMER CAMPS	955.20
	Check Date 8/10/2022 Total For Check # 113363	955.20



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Invoice	Description	Invoice/Amount
SHERWIN WILLIAM-WESTMONT		
5687-1	PAINT FOR PLANTER BOXES	234.75
9583-3	CONCRETE PRIMER FOR JERSEY BLOCKS	108.95
6242-4	PAINT FOR JERSEY BLOCKS	234.75
	Check Date 8/10/2022 Total For Check # 113364	578.45
SIKICH, LLP		
2511	PROGRESS BILLING THRU 6/30/22 FOR 12/31/21 AUDIT	20,000.00
	Check Date 8/10/2022 Total For Check # 113365	20,000.00
SIRCHIE		
0550534-IN	ET SUPPLIES	203.56
	Check Date 8/10/2022 Total For Check # 113366	203.56
SOSA, JOSE A		
051122	PICKLEBALL TOURNAMENT PROGRAM	795.21
	Check Date 8/10/2022 Total For Check # 113367	795.21
SPECIAL T UNLIMITED		
40826	SLEA RECRUIT UNIFORM X1	250.00
	Check Date 8/10/2022 Total For Check # 113368	250.00
STARGUARD ELITE LLC		
4015	LIFEGUARD CERTIFICATION	50.00
	Check Date 8/10/2022 Total For Check # 113369	50.00
STEVE PIPER & SONS		
19810	TREE MAINTENANCE SVCS YR 2 BID #1675 BOT 2-1- 22	691.54
19838	TREE MAINTENANCE SVCS YR 2 BID #1675 BOT 2-1- 22	5,097.45
	Check Date 8/10/2022 Total For Check # 113370	5,788.99
STO-COTE PRODUCTS INC		
130917	ICE RINK PARTS	958.84
	Check Date 8/10/2022 Total For Check # 113371	958.84
STREICHERS		
I1574637	UNIFORM ALLOW	2,836.00
	Check Date 8/10/2022 Total For Check # 113372	2,836.00
SUBURBAN DOOR CHECK		
IN549267	LOCK PARTS	6.00
IN549267	LOCK PARTS	178.80
IN549267	LOCK PARTS	178.71
	Check Date 8/10/2022 Total For Check # 113373	363.51



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Invoice	Description	Invoice/Amount
SUBURBAN TREE CONSORTIUM		
0007270-IN	TREE PLANTING VOB 12/14/21	40,399.00
0007270-IN	TREE PLANTING VOB 12/14/21	3,790.00
0007270-IN #2386	SUPPLY/INSTALL 5 TRIBUTE TREES	2,795.75
	Check Date 8/10/2022 Total For Check # 113374	46,984.75
SUNBURST SPORTSWEAR		
124514	EXTRA STAFF SHIRTS	67.00
	Check Date 8/10/2022 Total For Check # 113375	67.00
SZAFLARSKI, NINA-PETTY CASH		
JULY 2022 REIMB	JULY 2022 REIMB. PETTY CASH	410.89
JULY 2022 REIMB	JULY 2022 REIMB. PETTY CASH	86.62
	Check Date 8/10/2022 Total For Check # 113376	497.51
TELCOM INNOVATIONS GROUP		
A58820	PHONE SYSTEM MAINT	217.50
	Check Date 8/10/2022 Total For Check # 113377	217.50
THE HINSDALEAN		
39408	4TH OF JULY AD	390.00
39326	SHOP LOCAL ADS	715.00
11316	ANNUAL TREASURERS REPORT	1,760.00
11409	#A-16-2022 & PUB HEARING-TEXT AMENDMENTS	285.60
11409	#A-16-2022 & PUB HEARING-TEXT AMENDMENTS	905.10
	Check Date 8/10/2022 Total For Check # 113378	4,055.70
THE LAW OFFICES OF AARON H. REINKE		
H-7-21-2022	ADMIN HEARINGS-TOWINGS	200.00
	Check Date 8/10/2022 Total For Check # 113379	200.00
THE STEVENS GROUP		
0145585	INSPECTION SLIPS	271.26
	Check Date 8/10/2022 Total For Check # 113380	271.26
THIRD MILLENIUM		
27915	UTILITY BILLING/PARADE INSERT	1,180.07
27915	UTILITY BILLING/PARADE INSERT	112.22
	Check Date 8/10/2022 Total For Check # 113381	1,292.29
THOMSON REUTERS WEST		
846606467	ONLINE/SOFTWARE SUBS. JUNE 01-JUNE 30	233.02
	Check Date 8/10/2022 Total For Check # 113382	233.02
TOSHIBA FINANCIAL SERVICE		
478468887	FIRE/PUB WORKS COPIER LEASE 7/19-8/19/22	269.10



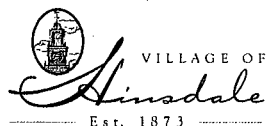
Warrant Register 1762

Invoice	Description	Invoice/Amount
478468887	FIRE/PUB WORKS COPIER LEASE 7/19-8/19/22	269.14
478815038	COPIER LEASE FIN 7/23-8/23/22	275.00
	Check Date 8/10/2022 Total For Check # 113383	813.24
TPI BLDG CODE CONSULTANT		
202206	3RD PARTY PLUMBING INSP JUNE22 & REVIEW	2,150.00
202206	3RD PARTY PLUMBING INSP JUNE22 & REVIEW	1,248.00
	Check Date 8/10/2022 Total For Check # 113384	3,398.00
TRAFFIC CONTROL & PROTECT		
111558	STRAPPING FOR SIGNS CBD	312.20
111560	NO OUTLET SIGNS	164.85
111559	SIGN BRACKETS	875.25
111557	SIGN BRACKETS	667.50
	Check Date 8/10/2022 Total For Check # 113385	2,019.80
TRAFFIC SERVICES INC		
501633	REFLECTIVE TAPE FOR JERSEY BLOCKS	837.00
	Check Date 8/10/2022 Total For Check # 113386	837.00
TRANE		
12389450	A/C CLEANER	75.34
	Check Date 8/10/2022 Total For Check # 113387	75.34
TRESSLER, LLP		
448625	PROF FEES THRU 6/30/22 #011269-00002	4,495.00
449885	PROF FEES THRU 7/31/22 #011269-00002	3,355.50
	Check Date 8/10/2022 Total For Check # 113388	7,850.50
TRUGREEN		
161080286	ASH TRUNK INJECTIONS	6,186.00
	Check Date 8/10/2022 Total For Check # 113389	6,186.00
TYLER TECHNOLOGIES, INC		
045-385161	SAAS CONTRACT-REDIN 6/21-6/30/22	2,560.00
045-384398	SAAS CONTRACT-REDIN 6/15/22	640.00
045-379247	APP SVCS 7/1-9/30/22	20,822.25
045-387102	SAAS CONTRACT-REDIN 7/6/22	640.00
	Check Date 8/10/2022 Total For Check # 113390	24,662.25
US GAS		
390104	MEDICAL OXYGEN	114.10
	Check Date 8/10/2022 Total For Check # 113391	114.10



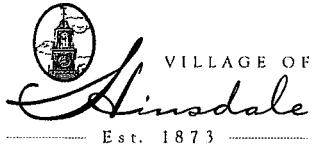
Warrant Register 1762

Invoice	Description	Invoice/Amount
HD SUPPLY FACILITIES MAINTENANCE LTD		
994295	POOL EQUIPMENT	468.50
Check Date 8/10/2022 Total For Check # 113392		468.50
VANNORSDEL, DAVID		
JUL-22	ERP PROJECT MANAGEMENT-VOB 12/14/21	8,236.00
JUL-22	ERP PROJECT MANAGEMENT-VOB 12/14/21	3,364.00
Check Date 8/10/2022 Total For Check # 113393		11,600.00
VERIZON WIRELESS		
9909554302	MONTHLY DATA USAGE MAY 24 - JUN 23	50.04
9909554302	MONTHLY DATA USAGE MAY 24 - JUN 23	38.01
9909890414	MONTHLY DATA USAGE MAY 29 - JUN 28	523.58
9909890414	MONTHLY DATA USAGE MAY 29 - JUN 28	264.51
9909890414	MONTHLY DATA USAGE MAY 29 - JUN 28	125.88
Check Date 8/10/2022 Total For Check # 113394		1,002.02
VILLAGE TRUE VALUE HDWE		
124945	ODOR ELIMINATOR CARPET HALL	3.41
Check Date 8/10/2022 Total For Check # 113395		3.41
WAREHOUSE DIRECT INC		
5275000-0	JANITORIAL SUPPLIES	182.51
5274989-0	OFFICE SUPPLIES	13.79
5258180-0	OFFICE SUPPLIES	298.47
5200760-0	OFFICE SUPPLIES	71.41
5277189-0	LODGE OFFICE SUPPLIES	72.39
5270576-1	LODGE JANITORIAL SUPPLIES	148.20
5279965-0	BATHROOM SIGNS	32.12
5277166-0	OFFICE SUPPLIES	583.20
5277166-0	OFFICE SUPPLIES	202.16
5269377-0	OFFICE SUPPLIES	85.01
5281532-0	PARK JANITORIAL SUPPLIES	988.06
5278989-0	LODGE JANITORIAL SUPPLIES	172.97
5231097-1	OFFICE SUPPLIES	18.29
5277166-1	BREAKROOM SUPPLIES	21.00
5277166-1	BREAKROOM SUPPLIES	20.99
5286485-0	OFFICE SUPPLIES	63.57
Check Date 8/10/2022 Total For Check # 113396		2,974.14



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Invoice	Description	Invoice/Amount
WILLIAMS ASSOC ARCHITECTS		
0021014	COMMUNITY POOL PROJECT	3,583.71
	Check Date 8/10/2022 Total For Check # 113397	3,583.71
WILLOWBROOK FORD INC		
6374952/1	SQUAD 25- AC REPAIR	582.04
5158462	GASKET #M84	63.19
5158282	LOCKING 4WD HUB #1	145.70
5158306	MASTER CYLINDER KIT #831	177.70
5158350	COOLANT OVERFLOW HOSE-#M84	119.72
5158348	CRANKCASE VENTILATION FILTER #M84	113.32
5158458	HOSE #84	82.79
5158640	HOOD SUPPORTS-#2	78.87
	Check Date 8/10/2022 Total For Check # 113398	1,363.33
YIAYIAS PANCAKE HOUSE		
285510	LUNCH MEETING	57.21
	Check Date 8/10/2022 Total For Check # 113399	57.21
AFLAC-FLEXONE		
19637	Payroll Run 1 - Warrant PR2216	764.57
	Check Date 8/10/2022 Total For Check # 113400	764.57
ILLINOIS FRATERNAL ORDER		
19635	Payroll Run 1 - Warrant PR2216	816.00
	Check Date 8/10/2022 Total For Check # 113401	816.00
NATIONWIDE RETIREMENT SOL		
19636	Payroll Run 1 - Warrant PR2216	525.00
	Check Date 8/10/2022 Total For Check # 113402	525.00
NATIONWIDE TRUST CO FSB		
19638	Payroll Run 1 - Warrant PR2216	3,370.15
	Check Date 8/10/2022 Total For Check # 113403	3,370.15
NCPERS GRP LIFE INS#3105		
19634	Payroll Run 1 - Warrant PR2216	208.00
	Check Date 8/10/2022 Total For Check # 113404	208.00
STATE DISBURSEMENT UNIT		
19639	Payroll Run 1 - Warrant PR2216	230.77
	Check Date 8/10/2022 Total For Check # 113405	230.77
	Total For ALL Checks	2,301,799.63



Warrant Summary by Fund:

RECAP BY FUND	FUND NUMBER	FUND TOTAL
GENERAL FUND	100	977,298.85
2017A G.O. BOND FUND	307	475.00
CAPITAL PROJECTS FUND	400	48,303.26
WATER & SEWER OPERATIONS FUND	600	1,101,513.91
ESCROW FUND	720	130,850.00
PAYROLL REVOLVING FUND	740	43,358.61
	TOTALS:	2,301,799.63

END OF REPORT



REQUEST FOR BOARD ACTION

Fire Department

AGENDA SECTION: Consent Agenda - ZPS
SUBJECT: Approval of an Ordinance to Dispose of Village Owned Property
MEETING DATE: August 16, 2022
FROM: John Giannelli, Fire Chief

Recommended Motion

Approve an Ordinance Authorizing the Sale by Auction or Disposal of Personal Property Owned by the Village of Hinsdale.

Background

Periodically the Fire and Police Departments will request permission to dispose of items or property that is no longer of use or value. Exhibit A, attached, contains two different groups of items. The first group includes a staff vehicle used by the Deputy Chief of the Fire Department. Additionally, a police patrol vehicle that has been unused and deemed unsuitable for repurposing. Both vehicles have been replaced, and due to their poor condition the Village mechanic does not see a use for them elsewhere in the Village. Both vehicles will be auctioned off, or traded in at CarMax. The second group contains out of date fire gear. These items have been out of service for many years and are several generations old. These items may be donated for use in non-fire training.

Budget Impact

None

Village Board and/or Committee Action

This item appears as a Consent Agenda item because it is a routine item.

Documents Attached

1. Exhibit A - Inventory Form
2. Ordinance

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE SALE BY AUCTION
OR DISPOSAL OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF
HINSDALE**

WHEREAS, in the opinion of at least a simple majority of the corporate authorities of the Village of Hinsdale, it is no longer necessary or useful to or for the best interests of the Village of Hinsdale, to retain ownership of the personal property hereinafter described; and

WHEREAS, it has been determined by the President and Board of Trustees of the Village of Hinsdale to sell said property on the E-Bay Auction website (www.ebay.com) open to public, auction to be held on or after the week of June 14, 2017, or otherwise donate or dispose of the property.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HINSDALE:

Section One: Pursuant to 65 ILCS 5/11-76-4, the President and Board of Trustees of the Village of Hinsdale find that the personal property listed on the form attached (Exhibit A) to this Ordinance and now owned by the Village of Hinsdale, is no longer necessary or useful to the Village of Hinsdale and the best interests of the Village of Hinsdale will be served by its sale, donation, or disposal.

Section Two: Pursuant to said 65 ILCS 5/11-76-4, the Village Manager is hereby authorized and directed to sell the aforementioned personal property now owned by the Village of Hinsdale on the E-Bay Auction website (www.ebay.com) open to public auction, on or after Wednesday, June 14, 2017, to the highest bidder on said property, or otherwise donate or dispose of the property.

Section Three: The Village Manager is hereby authorized and may direct E-Bay to advertise the sale of the aforementioned personal property in a newspaper published within the community before the date of said public auction.

Section Four: No bid which is less than the minimum price set forth in the list of property to be sold shall be accepted except as authorized by the Village Manager or his agent.

Section Five: The Village Manager is hereby authorized and may direct E-Bay to facilitate an agreement for the sale of said personal property. Property determined to not have value may be disposed of or donated as authorized by the Village Manager. Items sold on E-Bay will charge an administrative fee, which will come out of the proceeds from the sale of surplus vehicles and equipment.

Section Six: Upon payment of the full auction price, the Village Manager is hereby authorized and directed to convey and transfer title to the aforesaid personal property, to the successful bidder.

Section Seven: This Ordinance shall be in force and effect from and after its passage, by a simple majority vote of the corporate authorities, and approval in the manner provided by law.

PASSED this _____ day of _____, 2022.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2022.

Village President

ATTEST:

Village Clerk

[illegible]



AGENDA ITEM # 7c
REQUEST FOR BOARD ACTION

Fire Department

AGENDA SECTION: Consent – ZPS

SUBJECT: Revised IGA With The Illinois State Toll Authority

MEETING DATE: August 16, 2022

FROM: John Giannelli, Fire Chief

Recommended Motion

Approve an updated Intergovernmental Agreement (IGA) with the Illinois State Toll Authority for fire protection and emergency services.

Background

The Village of Hinsdale has been providing the Illinois State Toll Authority fire protection and emergency services using an IGA last signed on April 24, 1995. Hinsdale is currently contracted to cover northbound lanes of I-294 from milepost 25.0-28.0, and southbound lanes from milepost 27.5-25.0. This coverage area will not change.

The current schedule of charges and reimbursements is \$300 for responding to a fire or medical call. If the Village billed a patient for treatment and transport to the hospital, the Village was not allowed to bill the Tollway \$300 for the response.

The new agreement was a collaborative effort between the Toll Authority and the Illinois Fire Chief's Association. It allows the Village to charge \$500 for the response to the tollway, in addition to billing the patient for the treatment and transport to the hospital. This fee will automatically increase by \$10 each year.

Discussion & Recommendation

Staff recommends the approval of the IGA as it will increase revenue for the Village, and does not change any service parameters that are not already in force.

Budget Impact

This action will increase revenue for the Village.

Village Board and/or Committee Action

At their meeting of July 12, the Board agreed to move this item to the Consent Agenda of their next meeting.

Documents Attached

1. Current IGA between the Illinois State Toll Authority and Village of Hinsdale.
2. Updated IGA between the Illinois State Toll Authority and Village of Hinsdale.

AGREEMENT

THIS AGREEMENT made and entered into this 24 day of April, 1995 by and between The Illinois State Toll Highway Authority (hereinafter referred to as the "Authority"), and the City/Village of Hinsdale (hereinafter referred to as the "City/Village").

WITNESSETH

WHEREAS, the Authority has been created and derives its power and authority pursuant to 605 ILCS 10/1 et. seq.; and

WHEREAS, in order to insure the highest degree of safety in the operation of the Northern Illinois Tollway, the Authority adopted Resolution No. 5458 authorizing necessary agreements with appropriate Municipal Fire Departments and Fire Protection Districts to provide fire protection and emergency services, and Resolution Nos. 9589 and 9885 setting rates of reimbursement for the provision of such services; and

WHEREAS, the City/Village operates a Fire Department (hereinafter known as "Department") which was created by and operates pursuant to general powers conferred under the Illinois Municipal Code; and

WHEREAS, the Department is duly qualified and agreeable to providing necessary fire protection and emergency services as required by the Authority.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. The Authority agrees to reimburse the Department for fire protection and emergency services and materials according to the following schedule of charges and reimbursements, or in accordance with any revisions to this schedule adopted from time to time by Resolution of the Authority's board of Directors:
 - a. \$300.00 for responding to a fire call or medical call made by an authorized representative of the Authority;
 - b. A flat rate of \$50.00 for each additional piece of fire equipment that is dispatched to an accident site;
 - c. Actual cost to the Department for all foam used in excess of five (5) gallons and total reimbursement to the Department for loss or damage of equipment and use of supplies;
 - d. \$150.00 for each hour or portion thereof in excess of two (2) hours that equipment is required to complete response to the emergency;
 - e. \$150.00 for each fire rescue unit which is required;
 - f. \$300.00 maximum for each fire ambulance responding to a call made by an authorized representative of the Authority;
 - g. If helicopter rescue services are provided in accordance with criteria established by the hospital originating the request for such rescue services, such services shall be billed directly by the helicopter rescue service to the user;

- h. Specialized hazardous material rescue and clean up services not provided by the Department shall be billed directly by the provider to the person(s) or entities who caused such services to be required.
- 2. The City/Village of Hinsdale, through the Department, for and in consideration of the compensation above specified, agrees to provide services as follows:
 - a. Each Fire Department agrees to use best efforts to provide fire protection and emergency services for lives and property on that portion of the Illinois Tollway System described in Exhibit "A," which is attached hereto and made a part hereof. Exhibit "A" may be amended by written agreement of the parties when changes in assigned territory are required to more efficiently serve the needs of Tollway patrons.
 - b. To proceed, whenever fire equipment is available, to the designated locations on the Tollway System as directed by an authorized representative of the Authority. The Department shall make every effort to provide its own back-up response when its own manpower and/or equipment is not available for call-out. In the event that an emergency call is directed to the Department from another source, the Department shall promptly notify an authorized representative of the Authority of the nature of the emergency and the designated location.

- c. To respond with necessary available equipment and manpower as indicated by the information given by an authorized representative of the Authority.
- d. To present to the Authority within forty-five (45) days a proper invoice setting forth the hour, date, time and place of the response to the call of an authorized representative of the Authority, designating the type of service rendered and the amount of payment requested pursuant to this Agreement. The Authority shall guarantee payments to the Department when said invoices are properly submitted. In the alternative, the Department may bill Tollway patrons for such services directly at its established rates, but the Department shall not, in such case, bill the Authority for the same qualified services, and the Authority shall be under no obligation to guarantee payment or to pay for such services in the event the Department fails to obtain payment directly from the Tollway patron.
3. Either party to this Agreement may terminate this Agreement by notifying the other party in writing. Such notice shall be effective ninety (90) days from the date of the notice. Such notice shall be immediately sent by U. S. Mail or delivered by Messenger to:

Department

Hinsdale Fire Department
121 Symonds Drive
Hinsdale, Illinois 60521
Attn: Fire Chief

Authority

The Illinois State Toll Highway
Authority
One Authority Drive
Downers Grove, IL 60515
Attn: Chief Counsel

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year set out above.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

By:

Chairman

Attest:

Michael W. Jenne
Asst. Secretary

HINSDALE FIRE DEPARTMENT

By:

Fire Chief
Title

Attest:

Valley
Title

Approved As To Form And Constitutionality

George J. Sotos
Asst. Attorney General, State of Illinois

CERTIFICATION OF
FIRE & AMBULANCE
EMERGENCY SERVICES RATES

I, Patrick J. Kenny
(Print Name)

authorized representative of the fire protection services and/or emergency medical

services provider for Hinsdale Fire attest that the current
District or Department

charge(s) as of April 7, 1994, for routine services provided is/are:
(Date)

Routine Fire Services: 300 Routine Ambulance Services: 300

Routine services are any services rendered not requiring the use of multiple vehicles or not requiring time in excess of two hours.

Fire Chief Patrick J. Kenny
Signature District or Department or Company Representative

April 7, 1994
Date

Please note: This form is to be photocopied for Tollway notification of future appropriations.

EXHIBIT "A"

Hinsdale Fire Department

ASSIGNED TERRITORY

I-294 Tollway Mile Post marker 25.0 to 28.0



**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE VILLAGE OF HINSDALE**

THIS INTERGOVERNMENTAL AGREEMENT ("AGREEMENT"), made and entered into upon the last dated signature below, by and between The Illinois State Toll Highway Authority ("ILLINOIS TOLLWAY"), and The Village of Hinsdale ("DEPARTMENT").

RECITALS

WHEREAS, to ensure the highest degree of safety in the operation of the ILLINOIS TOLLWAY, the ILLINOIS TOLLWAY adopted Resolution No. 5458, authorizing the ILLINOIS TOLLWAY to (i) enter into agreements with fire protection districts and municipal fire departments bordering its rights-of-way for the provision of adequate fire protection services, and (ii) provide reimbursement for such services at the scheduled rates set forth therein;

WHEREAS, pursuant to Resolution No. 5458, the ILLINOIS TOLLWAY entered into intergovernmental agreements with various fire protection districts and/or municipal fire departments bordering its rights-of-way for the provision of the above-described services;

WHEREAS, after reaffirming the need to provide adequate fire protection services along the toll roads in its system and finding it necessary to also provide adequate emergency medical services, the ILLINOIS TOLLWAY adopted Resolution No. 9589, increasing the scheduled reimbursement rates set forth in Resolution No. 5458;

WHEREAS, on September 29, 1977, after fire protection districts and municipal fire departments began providing ambulance services, the ILLINOIS TOLLWAY adopted Resolution No. 9885, adding a scheduled reimbursement rate for the provisions of ambulance services;

WHEREAS, on December 21, 1995, the ILLINOIS TOLLWAY adopted Resolution No. 14490, increasing the scheduled reimbursement rates for fire protection and emergency medical services (including ambulance services);

WHEREAS, the DEPARTMENT is qualified to provide the fire protection and emergency services required by the ILLINOIS TOLLWAY on the Tri-State Tollway (I-294) between milepost 25.0 and milepost 28.0, in the northbound direction, and between milepost 27.5 and milepost 25.0 in the southbound direction, as depicted in Exhibit A ("Service Area");

WHEREAS, the DEPARTMENT was created by and operates pursuant to general powers conferred under the Illinois Municipal Code, 65 ILCS 5/11-6-1, *et. seq.*;

WHEREAS, the ILLINOIS TOLLWAY, by virtue of its powers as set forth in the Toll Highway Act, 605 ILCS 10/1, *et. seq.*, is authorized to enter into this AGREEMENT,

NOW, THEREFORE, in consideration of the mutual covenants and representations contained herein, the ILLINOIS TOLLWAY and the DEPARTMENT (collectively, "Parties") agree as follows:

1. Relative to each occurrence in the Service Area (*see* Ex. A) to which the DEPARTMENT responds, the ILLINOIS TOLLWAY will pay the DEPARTMENT \$500.00 to reimburse a portion of the costs the DEPARTMENT incurs in connection with the response. On each anniversary of this AGREEMENT, this fee shall automatically increase by \$10.00. Also:

- a. If helicopter rescue services are provided in accordance with criteria established by the hospital originating the request for such services, such services shall be billed directly by the helicopter rescue service to the party the helicopter was required to transport; the ILLINOIS TOLLWAY shall not be responsible for helicopter transport services, except as provided under Workers' Compensation Act, 820 ILCS 305/1, *et seq.*;
- b. Special hazardous material rescue and clean up services not provided by the DEPARTMENT shall be billed directly by the provider to the person(s) or entities who caused such services to be required.
- c. Nothing in this AGREEMENT shall prohibit the DEPARTMENT from billing any patient, including the insurance provider for the patient, for ambulance transportation to receive emergency medical care.

2. For, and in consideration of, the compensation specified above, which the ILLINOIS TOLLWAY and the DEPARTMENT agree constitutes the sole and exclusive amount for which the ILLINOIS TOLLWAY will be responsible for as a result of or due to a response by the DEPARTMENT, the DEPARTMENT agrees:

- a. To use its best efforts to provide fire protection and emergency services for persons and property in the Service Area. If changes in the Service Area are required to more efficiently serve the needs of ILLINOIS TOLLWAY patrons, the Service Area may be amended by written agreement of the Parties.
- b. To proceed, whenever fire equipment is available, to the location in the Service Area (*see* Ex. A) designated by an authorized representative of the ILLINOIS TOLLWAY. The DEPARTMENT shall make every effort to provide its own back-up response when its own manpower and/or equipment is not available for call-out. In the event an emergency call is directed to the DEPARTMENT from a source other than the ILLINOIS TOLLWAY, the DEPARTMENT shall promptly notify an authorized representative of the ILLINOIS TOLLWAY of the nature of the emergency and the designated location.
- c. To respond with necessary available equipment and manpower as indicated by the information provided by the authorized representative of the ILLINOIS TOLLWAY.

- d. To present to the ILLINOIS TOLLWAY, within forty-five (45) days of an event in the Service Area that requires the provision of any fire protection and emergency services, an invoice including the hour, date, time and place of the DEPARTMENT's response to the event; and the amount due and owing from the ILLINOIS TOLLWAY pursuant to this AGREEMENT. The ILLINOIS TOLLWAY will promptly process all timely and sufficient invoices submitted by the DEPARTMENT. The DEPARTMENT shall not bill the ILLINOIS TOLLWAY for any services billed to an ILLINOIS TOLLWAY patron, and the ILLINOIS TOLLWAY shall not be responsible for any services billed to an ILLINOIS TOLLWAY patron, even if the DEPARTMENT fails to obtain payment from or on behalf of the ILLINOIS TOLLWAY patron.
- e. To keep confidential, and not disclose, distribute or otherwise share, any photographs, video or electronic images that depict any matter that may have occurred on ILLINOIS TOLLWAY property, except for disclosures to (i) physicians and medical personnel directly involved in the treatment of a patient involved in an occurrence, (ii) insurance companies representing a party involved in an occurrence, or (iii) the State Fire Marshal. Disclosure also is permissible to the extent required by the Illinois Freedom of information Act.

I. GENERAL PROVISIONS

- 1. The ILLINOIS TOLLWAY, the DEPARTMENT and their respective agents agree that they shall communicate, cooperate and coordinate with one another on all issues pertaining to a response and the consequent need for fire protection and emergency services in the Service Area, including but not limited to traffic and incident management.
- 2. All promises, agreements, covenants and representations, express or implied, oral or written, concerning the subject matter of this AGREEMENT are contained in this AGREEMENT, which embodies the entire agreement and understanding between the Parties. No other promises, agreements, covenants or representations, express or implied, oral or written, have been made by any Party to any other Party concerning the subject matter of this AGREEMENT, and neither the fact of this AGREEMENT nor any of its terms creates, or is intended to create, any rights or interests in any third party. This AGREEMENT is made solely for the benefit of the ILLINOIS TOLLWAY and the DEPARTMENT. All prior and contemporaneous negotiations, promises, agreements, covenants and representations between the Parties concerning the subject matter of this AGREEMENT are merged into this AGREEMENT.
- 3. Whenever in this AGREEMENT approval or review by either the DEPARTMENT or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- 4. No later than fourteen (14) calendar days after execution of this AGREEMENT, each PARTY shall designate in writing a representative who shall serve as the full-time representative of said PARTY during the period this AGREEMENT is in effect. Each

representative shall have authority, on behalf of such PARTY, to make decisions relating to implementation of this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.

5. This AGREEMENT may be executed (including electronically) in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
6. This AGREEMENT may not be amended or modified without the written consent of the Parties and the Illinois Attorney General.
7. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns.
8. Failure by the ILLINOIS TOLLWAY or the DEPARTMENT to seek redress for a violation of this AGREEMENT or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the DEPARTMENT unless such provision is waived in writing by the Party intended to benefit therefrom.
9. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Illinois, without regard to conflicts of law principles, and in the event of a dispute, venue shall lie exclusively in DuPage County, Illinois.
10. The DEPARTMENT shall maintain books and records relating to the performance of this AGREEMENT necessary to support amounts charged to the ILLINOIS TOLLWAY. The DEPARTMENT shall maintain books and records, including information stored in databases or other computer systems, for a period of three (3) years from the date of final payment under this AGREEMENT. Books and records the DEPARTMENT is required to maintain shall be available for review or audit by representatives of the Auditor General, the Executive Inspector General, the Illinois Tollway Inspector General, State of Illinois or ILLINOIS TOLLWAY internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours.
11. Either Party to this AGREEMENT may terminate this AGREEMENT by notifying the other Party in writing. Such written notice shall be effective ninety (90) days after the date of the notice. Such written notice shall be sent by U.S. Mail or overnight messenger as follows:

If to the DEPARTMENT

The Village of Hinsdale
121 Symonds Drive
Hinsdale, IL 60521
Attention: Fire Chief

If to the ILLINOIS TOLLWAY

The Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60515
Attention: General Counsel

IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT to be executed on the dates indicated.

THE VILLAGE OF HINSDALE

By: _____ Date: _____
Thomas Cauley, Jr.
President

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____ Date: _____
Lanyea Griffin
Interim Executive Director

Approved as to Form and Constitutionality

_____, AAG
Attorney General, State of Illinois



EXHIBIT A

Hinsdale Fire Department

Tri-State Tollway



Northbound - Milepost 25.0 to Milepost 28.0

Southbound - Milepost 27.5 to Milepost 25.0



Public Services & Engineering

AGENDA SECTION: Consent Agenda – EPS
SUBJECT: 9th Street Vacation North of 902 South Monroe Street
MEETING DATE: August 16, 2022
FROM: Matthew Lew, PE, Village Engineer

Recommended Motion

Approve "An ordinance authorizing the vacation of a certain portion of an unimproved street situated north of and adjoining 902 South Monroe Street in the Village of Hinsdale, DuPage and Cook Counties, Illinois" at a purchase price of \$52,000.

Background

The resident at 902 South Monroe Street has expressed an interest in purchasing the portion of the street north of and adjacent to their property.

Discussion & Recommendation

Staff has reviewed the infrastructure requirements for this street. There are no current infrastructure conflicts on this alley. This street is not used for vehicle traffic. There are no plans for providing vehicular traffic on this street right of way in the future. There are ComEd overhead lines within this street. Staff has provided written notice to adjacent properties and recommends approval of the vacation.

A plat of vacation will be prepared upon approval of this request for recording at DuPage County. To allow for current and potential future utility use of the street, the plat of vacation will include a utility and drainage easement across the vacated area.

Budget Impact

Included is the appraisal report establishing a fair market value for the vacated property. The appraisal established the value of the property at approximately \$29.00 per square foot. The property to be vacated contains an area of +/-1,789 square feet. The total appraised value of the property is \$52,000.

Village Board and/or Committee Action

According to policy, this item is presented as a routine item.

Documents Attached

1. Draft Ordinance
2. Appraisal Report

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE VACATION OF A CERTAIN PORTION OF AN UNIMPROVED STREET SITUATED NORTH OF AND ADJOINING 902 SOUTH MONROE STREET IN THE VILLAGE OF HINSDALE, DUPAGE AND COOK COUNTIES, ILLINOIS

WHEREAS, the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "Village") is a duly authorized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the property owner of 902 South Monroe Street, Hinsdale, Illinois, which property is identified by permanent index number ("P.I.N.") 09-11-429-012 has requested that a certain portion of a street, as more fully described below, be vacated in order to be developed and maintained by said property owner; and

WHEREAS, Section 11-91-1 of the Illinois Municipal Code, 65 ILCS 5/11-91-1 *et seq.* (2007) (the "Code"), authorizes the Village to determine whether or not the public interest is served by vacating a street, or part thereof, within its corporate boundaries, by an ordinance duly adopted by the affirmative vote of three-fourths of the trustees then holding office; and

WHEREAS, the Code further provides that upon vacation of a street, or any part thereof, by the Village, title to the vacated property vest in the then owner or owners of land abutting thereon; and

WHEREAS, the Village President and Board of Trustees of the Village of Hinsdale (the "Corporate Authorities") have determined that the relief to the public from the further burden and responsibility of maintaining a certain portion of the street, as more fully described below, and to return said portion to the tax rolls for the benefit of all taxing bodies is in the public interest.

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

Section 1. Recitals Incorporated. The above recitals and findings are incorporated herein and made a part hereof.

Section 2. Vacation of Unimproved Street. Pursuant to the terms of this Ordinance, the Village shall vacate a rectangular portion approximately 13.3' x 134.49' of the unimproved street situated north of and adjoining 902 South Monroe Street, Hinsdale, Illinois (the "Subject Property"), legally described, as follows:

Lots 1, 2, and the north 15-feet of Lot 3 in Block 31 in Keeney, Warren & Companies Subdivision of the Village of Hinsdale, being a subdivision in the East 1/2 of Section 11, Township 38 North, Range 11 East of the Third Principal Meridian, in DuPage County, Illinois.

P.I.N. 09-11-429-012

Section 3. Plat of Vacation Approved. The Plat of Vacation, a copy of which is attached hereto as Exhibit A and made a part hereof, is approved.

Section 4. Conditions of Vacation. The Subject Property is vacated subject to any existing easement of public record for any public or private utility for the maintenance, renewal and construction or reconstruction of public and private utilities and that the Village reserves unto itself as a corporate municipality and to any public utility, its successors or assigns, the right to maintain and relocate any respective facilities in, under, across and along those parts of the public street as herein vacated, with the right of access thereto at all times for any and all such purposes as may be reasonably required for the construction, maintenance and efficient operation of said equipment pursuant to any existing easement of public record.

Section 5. Payment of Consideration and Title to Vacated Property. Upon the vacation of the Subject Property, title thereto shall be acquired by and vest to the property owner of 902 South Monroe Street, Hinsdale, Illinois upon the payment of fifty-two thousand dollars (\$52,000.00) to the Village by the property owner as fair market value for the Subject Property. The vacation of the Subject Property, and the recording of the Plat of Vacation, shall not be effective until said payment is received pursuant to Section 11-91-1 of the Code, 65 ILCS 5/11-91-1.

Section 6. Execution of Documents. The Village President, Village Clerk and all other officials are hereby authorized to take any and all action and execute any and all documents required to implement said vacation and record this Ordinance and the Plat of Vacation with the applicable county recorder of deeds upon the payment of the consideration set forth in Section 5 of this Ordinance.

Section 7. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 8. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this 16th day of August, 2022.

AYES:

NAYES:

ABSENT:

APPROVED this _____ day of _____, 2022.

Thomas Cauley, Village President

ATTEST:

Christine Bruton, Village Clerk

APPRAISAL REPORT

A 13.3' X 134.49' PORTION OF THE UNIMPROVED
9th STREET SITUATED NORTH AND ADJOINING
902 SOUTH MONROE STREET
HINSDALE, IL 60521

Prepared For

Mr. Dan Deeter
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521

Prepared By

C.A. Benson & Associates
802 Country Club Drive
La Grange, IL 60525

C.A. BENSON & ASSOCIATES
802 Country Club Drive - La Grange, IL 60525
(708) 352-6056 Fax (708) 352-6070
Email: cabappr@sbcglobal.net

June 8, 2022

Mr. Dan Deeter
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521

Re: Appraisal of a 13.3'x 134.49' portion of
unimproved 9th Street situated north and adjoining
902 South Monroe Street, Hinsdale, IL 60521

Dear Mr. Deeter:

In accordance with your request, I have inspected the above captioned property and analyzed all pertinent factors relative to it in order to estimate its "as-is" market value of the fee simple estate. The property was inspected on June 2, 2022, which is the effective date of this valuation.

The property consists of a 13.3' by 134.49' portion of unimproved 9th Street located north and adjoining 902 South Monroe Street, Hinsdale, Illinois. It contains 1,789 square feet and is zoned R-4, Single-Family Residential.

Based on this analysis, it is my opinion that the "as-is" Market Value of the subject property as of June 3, 2022 was

<p>FIFTY-TWO THOUSAND DOLLARS (\$52,000)</p>
--

This Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. It presents discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

C.A. Benson & Associates

PURPOSE OF THE APPRAISAL:

The purpose of this appraisal is to provide my best estimate of the market value of the subject real property as of the effective date. *Market Value* is defined by the federal financial institutions regulatory agencies as follows:

Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: Office of the Comptroller of the Currency under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions (f))

INTENDED USE: The function of this appraisal is to assist the Village of Hinsdale with a possible sale of the subject.

INTENDED USER: The intended user of this appraisal report is the Village of Hinsdale.

INTEREST VALUED: Fee simple

DATE OF INSPECTION: June 3, 2022

EFFECTIVE DATE OF VALUE: June 3, 2022

APPRAISAL DEVELOPMENT AND REPORTING PROCESS: In preparing this appraisal, I have

- Inspected the subject property;
- Examined the Plat of Survey and a sketch of the subject parcel to obtain the size of the subject;
- Reviewed Public Records, Flood Hazard Rate Map and pertinent real estate tax and zoning information.
- Gathered and confirmed information on comparable sales;
- Applied the Sales Comparison Approach to Value to arrive at an indicated value.

This Appraisal Report is a recapitulation of my data, analyses and conclusions. Supporting documentation is retained in my file. It was prepared to conform to USPAP Appraisal Standards.

COMPETENCY OF THE APPRAISER: The appraiser has the appropriate knowledge and experience to complete this assignment competently as illustrated by the Qualifications of the Appraiser statement contained within this report.

C.A. Benson & Associates

DESCRIPTION OF REAL ESTATE APPRAISED:

Location Description: The subject property is situated in the Village of Hinsdale, approximately 20-miles southwest of the City of Chicago's Central Business District. Hinsdale is bordered by Oak Brook to the north, Burr Ridge to the south, Western Springs to the east and Clarendon Hills to the west.

Hinsdale is a residential community that has a population of 17,710 residents as of 2019 and a median household income of \$203,368 (2019). Over the past 12-months, the average sale price of a single-family residence in Hinsdale was \$1,230,524, which is 2.2% higher than the prior 12-month average sale price of \$1,203,919. This is a small increase and the overall trend is toward a stabilization in values due in part to economic uncertainties and rising inflation.

Hinsdale is a substantially built-up community and is one of the communities in the Southern DuPage County suburbs, which include Burr Ridge, Clarendon Hills, Darien, Downers Grove, Glen Ellyn, Lisle, Naperville, Oak Brook, Oakbrook Terrace, Warrenville, Westmont, Wheaton, Willowbrook, Winfield and Woodridge. The majority of these are mid-aged to older established communities that have reached maturity. Redevelopment of new single-family residences is occurring in Hinsdale, Clarendon Hills and Downers Grove on sites where older residences have been demolished. The overall composition of the area provides most amenities such as adequate employee base, established commercial/residential areas and municipal services, educational facilities, etc. The area hospitals include Good Samaritan, La Grange Community and Hinsdale. Hinsdale has a thriving central business district and the Oak Brook Center and Yorktown Center regional shopping malls are in nearby driving distance.

The major transportation systems include the North-South Tollway (I-355), the Tri-State Tollway (I-294) and the East-West Tollway (I-88). In addition, the Metra Commuter Trains and Pace Buses service Hinsdale.

More specifically, the subject property is located in the southwest section of Hinsdale. The immediate area is approximately 99% built-up with single-family residences of varying architectural designs in the range of 0 to 80+ years. The price range varies from \$380,000 for smaller existing single-family residences to in excess of \$1,800,000 for new custom two story residences. Many of the older, smaller residences have been torn down and redeveloped with large custom single-family residences. The immediate occupancy of the neighborhood consists of professionals, executives and white-collar workers. Maintenance level is good and there were no adverse conditions noted on the date of inspection.

Overall, the community of Hinsdale and the subject neighborhood are stable without any land changes anticipated with the exception of residential development of new single residents on lots that were previously improved with older homes. The strengths of the community include the viable central business district, the good community services, ample shopping, proximity to major transportation systems and the historically strong demand for residential, retail and office properties.

Property Description: The subject property is the south 13.3' of the unimproved 9th Street. It has a depth of 134.49', which is equal to the depth of the adjoining residence located at 902 South Monroe Street. It is rectangular in shape and has a calculated area of 1,789 square feet. It is in an R-4, Single Family Residence District which requires a minimum lot area of 10,000 square feet and 70 or 80 feet of street frontage depending on whether the site is an interior or corner parcel. The subject property is not buildable and would be of use only to the adjoining property owner. It is in a zone "X" area of minimal flooding activity per FEMA Map #17043C0187J, dated August 1, 2019.

C.A. Benson & Associates

ESTIMATE OF EXPOSURE TIME:

The subject property is a 13.3' x 134.49' section of unimproved 9th Street, which can only be sold to the adjoining property owner. As such, estimating a marketing time is futile as a potential sale is reliant on the adjoining property owner's willingness to buy the property. The typical marketing time for area buildable sites and single-family residences is 3 to 9 months.

PERMANENT INDEX NUMBER:

The subject is a section of unimproved alley, which has no permanent index number.

TOTAL 2020 ASSESSED VALUE: Not assessed

THREE-YEAR PROPERTY HISTORY:

According to FIRREA and the Uniform Standards of Professional Practice of the Appraisal Foundation, I am required to report and analyze any sale transactions involving the subject property during the past three years or any listing or pending sale transaction involving the subject property.

The subject is part of an unimproved alley under ownership by the Village of Hinsdale. This appraisal will be used as an estimate of market value for a possible sale of the property.

HIGHEST AND BEST USE ANALYSIS:

The subject consists of a 13.3' x 134.49' rectangular shaped portion of unimproved 9th Street. It cannot be developed by itself and has value only to the adjoining property owner. It is my opinion that the highest and best use of the subject property is in conjunction with the adjoining residential property.

SUMMARY OF ANALYSIS AND VALUATION:

As indicated, the Sales Comparison Approach to Value will only be used.

SALES COMPARISON APPROACH TO VALUE AS IMPROVED:

Definition: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, then applying appropriate units of comparison, and making adjustments to the sale prices of the comparables based on the elements of comparison.*

*Source: Page 255, *The Dictionary of Real Estate Appraisal*, Appraisal Institute, Fourth Edition.

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SALES COMPARISON APPROACH TO VALUE - Continued

In order to estimate the market value of the subject property by the Sales Comparison Approach, I have analyzed the following sales.

1. **630 South Bruner Street, Hinsdale** was reported sold in February 2022 for \$390,395. This is a 50 foot by 123 foot parcel zoned R-4, containing 6,150 square feet. The sales price was equal to \$63.48 per square foot.
2. **646 South Bruner Street, Hinsdale** was reported sold in October 2020 for \$440,000. This is a 65 foot by 123 foot parcel zoned R-4, containing 7,995 square feet. The sales price was equal to \$55.03 per square foot.
3. **243 South Bodin Street, Hinsdale** was reported sold in October 2020 for \$490,000. This is a 72 foot by 133.5 foot parcel zoned R-4, containing 9,612 square feet. The sale price was equal to \$50.98 per square foot.

Commentary

The above sales were all improved with older smaller single-family residences and the sale prices were reflective of land value. As market conditions have stabilized, no adjustments for time were warranted. Since their acquisitions, two of the existing residences has been demolished. They sold from \$50.98 to \$63.48 per square foot. The comparable sales were compared to each other to determine a price per square foot for additional side lot area. Comparable 1 versus Comparable 2 indicated \$26.89 per square foot for Comparable 2's additional side yard area. Comparable 2 versus Comparable 3 indicated \$30.92 per square foot for Comparable 3's additional side yard area. Comparable 1 versus Comparable 3 indicated \$28.77 per square foot for Comparable 3's additional side yard area. These comparisons indicated a range of \$26.89 to \$30.92 per square foot for additional side lot area, with an average of \$28.86 per square foot. For this analysis, \$29.00 per square foot will be used in this analysis which is in the mid-range of the cited comparisons.

Based on the above analysis, it is my opinion that \$29.00 per square foot is indicated for the subject property.

1,789 square feet @ \$29.00 per square foot =

\$51,882

INDICATED VALUE BY THE SALES COMPARISON APPROACH:

\$52,000 (rd.)

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COMMENT AND FINAL VALUE CONCLUSION:

Based on the sales data analyzed in this report, it is my opinion that the "as-is" fee simple market value of the subject property as of June 3, 2022 was

<p>FIFTY-TWO THOUSAND DOLLARS (\$52,000)</p>
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Respectfully submitted,

C.A. BENSON & ASSOCIATES



Charles A. Benson, Jr., SRA
Illinois State Certified General Real Estate Appraiser
License #553.000387 (Exp. 9/30/23)

C.A. Benson & Associates

ASSUMPTIONS AND LIMITING CONDITIONS

1. This Appraisal Report is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. It presents discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.

C.A. Benson & Associates

ASSUMPTIONS AND LIMITING CONDITIONS - Continued

12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability or utility.

15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.

16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.

18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

C.A. Benson & Associates

CERTIFICATION

I certify that, to the best of my knowledge and belief....

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinion, and conclusions are limited only by the reported assumptions and limiting conditions, are my personal, impartial, and unbiased professional analyses.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I previously appraised the subject for the same client in September 2020. I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I have made a personal inspection of the property that is the subject of this report.
- no one provided significant professional assistance to the person signing this certification.
- the reported analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- as of the date of this report, I, Charles A. Benson, Jr., have completed the requirements under the Continuing Education Program of the Appraisal Institute.



Charles A. Benson, Jr., SRA
Illinois State Certified General Real Estate Appraiser
License #553.000387 (Exp. 9/30/23)

C.A. Benson & Associates

QUALIFICATIONS OF CHARLES A. BENSON, JR.

EDUCATION

University of Wisconsin, Madison, B.B.A., 1974
Majoried in Real Estate and Urban Land Economics

APPRAISAL COURSES SUCCESSFULLY COMPLETED

S.R.E.A. Courses 101 (1972), 201 (1976), 202 (1989)
A.I.R.E.A. Course VIII (1978)
Standards of Professional Practice - Parts A & B, Appraisal Institute 1998
USPAP Update – 2022-2023

SEMINARS

Residential Design and Functional Utility; Subdivision Analysis; Rates, Ratios & Reasonableness; Valuation Under Federal Lending Regulations; Appraisal of Retail Properties; Industrial Valuation: Conditions of the Chicago Real Estate Market, 2012; Fair Lending and the Appraiser; Valuation of Detrimental Conditions in Real Estate; Partial Interest Valuation – Undivided; Forecasting Revenue; Illinois Appraiser's Update – 2004 thru 2019 & 2021; Professionals Guide to the Uniform Residential Appraisal Report; Appraisal Challenges: Declining Markets and Sales Concessions: The Discounted Cash Flow Model: Concepts, Issues and Applications; Online Comparative Analysis; Business Practices & Ethics; Appraisal Adjustments.

EXPERIENCE

Actively engaged in the real estate appraisal business since 1975; has made appraisal of thousands of properties of various types including single family residences, apartment buildings, commercial, industrial, special use properties and vacant land.

CLIENTS

Appraisal clients include: Inland Bank, American Metro Bank, First National Bank of LaGrange, Cathay Bank, Pacific Global Bank, Spectrum Business Services, LLC, Town Center Bank, The Village of Hinsdale, attorneys, individuals, corporations and others.

Qualified as an expert witness for the Circuit Court of Cook County and the Circuit Court of DuPage County.

AFFILIATIONS

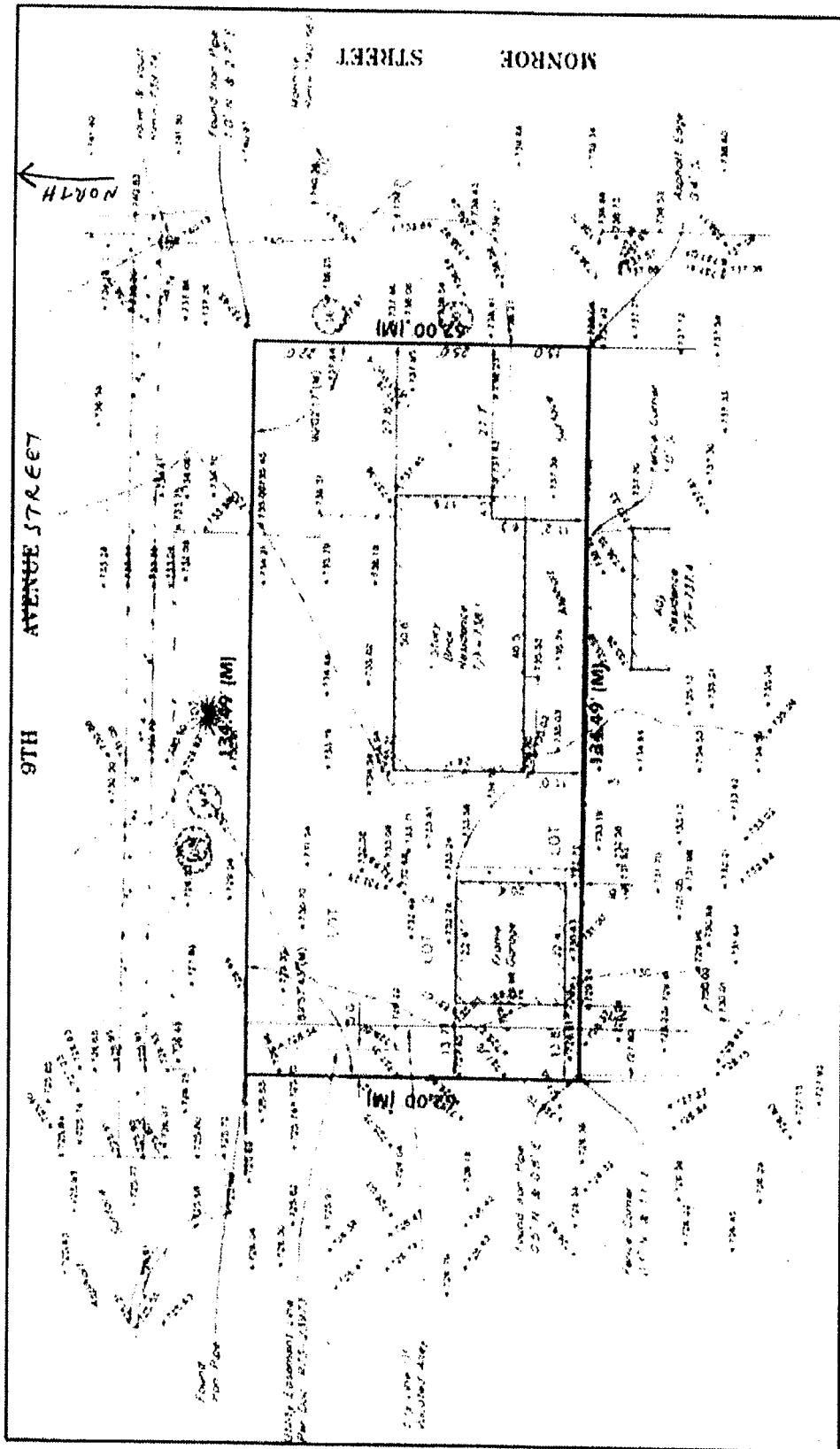
- The Appraisal Institute - Received SRA designation in April 1988.
- Holds State of Illinois Real Estate Managing Broker's License #471.011778.
- Member of the Mainstreet Organization of Realtors.
- State Certified General Real Estate Appraiser, State of Illinois, License No. 553.000387.

C.A. Benson & Associates

ADDENDUM

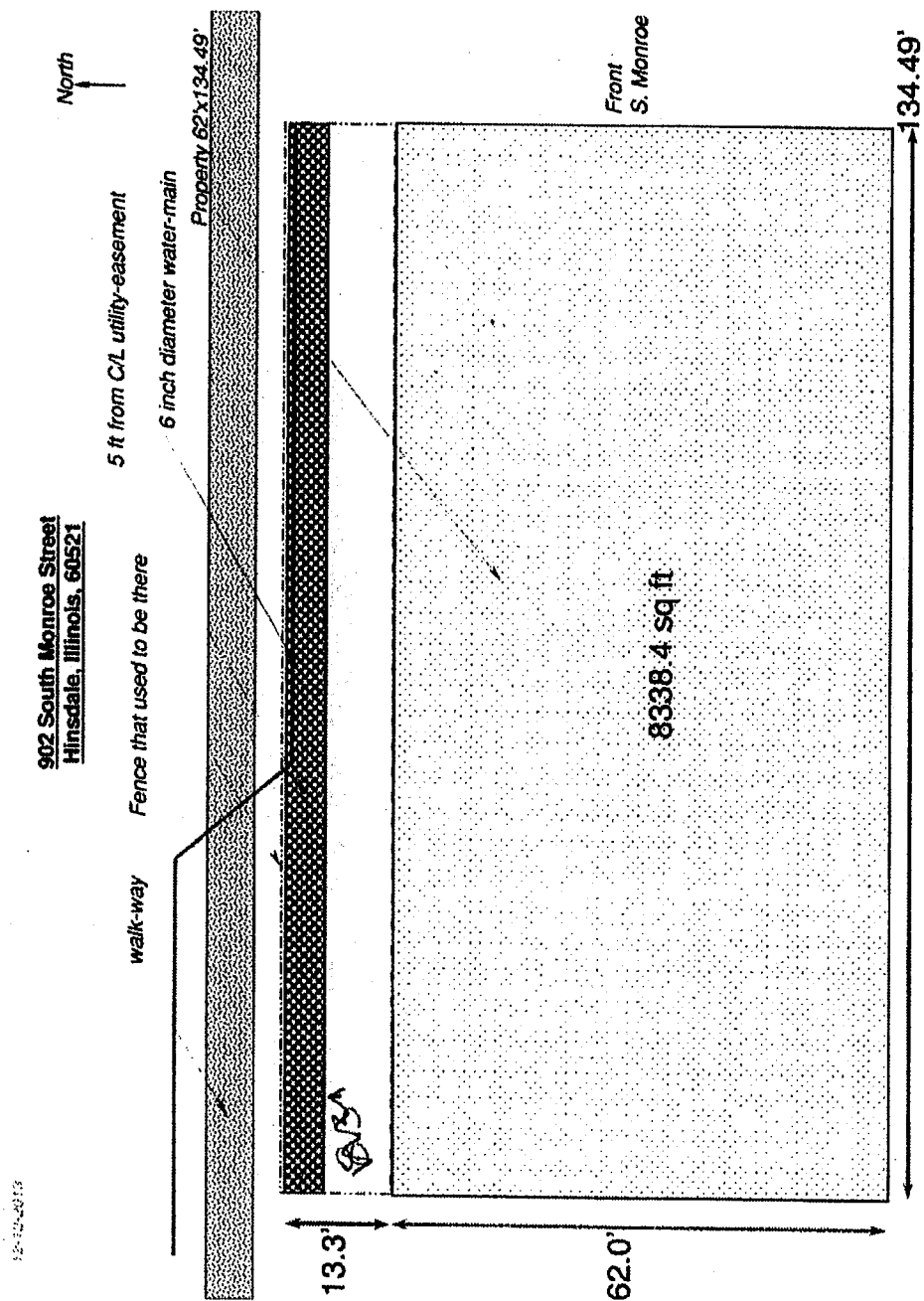
**Plot Plan – 902 South Monroe Street, Hinsdale
Sketch of the Subject Parcel**

C.A. Benson & Associates



C.A. Benson & Associates

SKETCH OF THE SUBJECT PARCEL (Shaded in green and yellow)



Police Department

AGENDA SECTION: Consent Agenda - ZPS
SUBJECT: Reciprocal reporting agreement with District 86
MEETING DATE: August 16, 2022
FROM: Brian King, Police Chief

Recommended Motion

Approve a Revised Intergovernmental Agreement between the Board of Education of Hinsdale Township High School District No. 86 and the Village of Hinsdale for the Reciprocal Reporting of Criminal Offenses Committed by Students.

Background

The Hinsdale Police Department and School District 86 operate within a Reciprocal Reporting System Agreement that ensures information sharing between the entities is conducted in compliance with applicable federal and state laws. District 86 recently requested that Village of Hinsdale sign a revised agreement to include a non-substantive statutory change in title of school counselor, and to update the scheduled date of next review to reflect changes in the state law. An attorney working on behalf of the Village, Jason A. Guisinger, has reviewed the document and is in agreement with the changes.

Discussion

The Agreements for the Reciprocal Reporting of Student Offenses between District No 86 and the Police Departments of the City of Darien and the Village of Hinsdale are agreements required by the School Code to facilitate the exchange of information as needed to ensure school and student safety, within the confidentiality restrictions imposed by state and federal law. The existing agreements in place between the parties are updated to reflect a non-substantive statutory change in title of school counselor and to update the scheduled date of next review. These Agreements will remain in effect until terminated by written notice of either party. The parties will review and discuss the terms of these Agreements every two years, with the first such review to occur at the end of the 2023-2024 school term.

Budget Impact

None

Village Board and/or Committee Action

At their meeting of July 12, 2022 the Board agreed to move this item to the Consent Agenda of their next meeting.

Documents Attached

1. Reciprocal Reporting Agreement by and between District 86 and the Village of Hinsdale

**INTERGOVERNMENTAL AGREEMENT
BOARD OF EDUCATION OF
HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT NO. 86
AND
THE VILLAGE OF HINSDALE

FOR THE
RECIPROCAL REPORTING OF CRIMINAL OFFENSES
COMMITTED BY STUDENTS**

THIS AGREEMENT is by and between the BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT NO. 86, DUPAGE AND COOK COUNTIES, ILLINOIS (hereinafter referred to as "School District" or "District") and the VILLAGE OF HINSDALE POLICE DEPARTMENT, DUPAGE AND COOK COUNTIES, ILLINOIS (hereinafter referred to as "the Department") (collectively the "Parties").

WITNESSETH:

WHEREAS, the Department has responsibility for law enforcement within the boundaries of the School District or a portion thereof; and

WHEREAS, the School District and the Department have mutually determined that it would be in the best interest of the safety and welfare of students and employees of the School District to have a reciprocal reporting system between the School District and the Department regarding criminal offenses committed by students enrolled in the School District; and

WHEREAS, this Agreement is authorized by the Illinois Constitution of 1970 and the *Intergovernmental Cooperation Act*, 5 ILCS 220/1 *et seq.*, providing for the execution of agreements and implementation of cooperative ventures between public agencies of the State of Illinois; and

WHEREAS, Section 10-20.14 of *The School Code* mandates and authorizes that the School District's parent-teacher advisory committee develop and maintain, along with the School Board, a reciprocal reporting system between the School District and local law enforcement agencies regarding criminal offenses committed by students; and

WHEREAS, the *Family Educational Rights and Privacy Act* (20 USC 1232g(b)) provides that confidential student record information may be disclosed without parental consent to state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to State statute if (1) the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve, prior to adjudication, the student whose records are released; and (2) the officials and authorities to whom such information is disclosed certify in writing to the educational agency or institution that the information will not be disclosed to any other party except as provided under State law without the prior written consent of the parent of the student; and

WHEREAS, in furtherance of the foregoing, the *Illinois School Student Records Act* (105 ILCS 10/6(a)(6.5)) provides that confidential student record information may be disclosed without parental consent to juvenile authorities when necessary for the discharge of their official duties who request information prior to the adjudication of the student and who certify in writing that the information will not be disclosed to any other party except as provided by law or order of court; and further defines juvenile authorities, which definition includes, but is not limited to, judges, probation officers, law enforcement officers and prosecutors, and individuals authorized by court.

WHEREAS, the Parties wish to memorialize the authority and parameters of their exchanges of information and the necessary written certification pursuant to the foregoing State and federal laws.

NOW, THEREFORE, in consideration of the foregoing, as well as the mutual covenants and agreements hereinafter set forth, the School District and the Department hereby agree as follows:

1. LIAISON

The District's parent-teacher advisory committee shall designate an administrative contact person to act as a liaison between the School District and the Department for the purpose of reciprocal reporting of criminal offenses committed by students. The Department shall likewise designate an administrative contact person to act as a liaison between the Department and the School District for the purpose of reciprocal reporting of criminal offenses committed by students.

2. CRIMINAL OFFENSES/REPORTING AND RECORDS DISCLOSURE

A. The School District will release information to the Department as follows:

- 1) The School District shall report to the Department specific conduct of students when required by law, including, but not limited to, possession of firearms on school property (105 ILCS 5/10-27.1A), battery of a staff member (105 ILCS 5/10-21.7), or defined drug incidents on school property (105 ILCS 127/).
- 2) Whenever the School District receives information that a student may have committed a criminal offense on school grounds, off school grounds, at a school sponsored activity, or against school personnel, the School District liaison may notify the Department liaison, subject to any limitations imposed by law.
- 3) The School District may release student record information to the Department in an emergency when necessary to protect the health or safety of the student or other individuals.

To the extent information reported by the School District to the Department constitutes a student record or is derived from a school student record, the School District will provide prior written notice to the student's parents, or the student if

applicable, when required by law.

B. The Department will release information as follows:

Whenever the Department receives information that a student may have committed a criminal offense, as limited by Section 2.E and 2.F of this Agreement, if applicable, the Department liaison shall notify the School District liaison. In addition, the Department shall notify the School District liaison if the Department or an officer believes that there is an imminent threat of physical harm to students, school personnel or others who are present in the school or on school grounds.

C. Information reported pursuant to this Agreement shall include information pertaining to activity or suspected activity which would jeopardize the safe, orderly and violence-free environment of a school, including any criminal or gang-related activity.

D. Upon request of the School District, the Department shall provide access to the criminal records of students, subject to the limitations in Section 2.E of this Agreement, if applicable.

E. The Department's provision of and the School District's access to the Department's records relating to a minor who has been arrested before his or her 18th birthday, for purposes of inspection and copying of said records, shall be limited to situations in which the Department believes that there is an imminent threat of physical harm to students, school personnel, or others who are present in the school or on school grounds, and the records shall pertain to minors enrolled in the School District who have been arrested or taken into custody for any of the following offenses:

- (i) any violation of Article 24 of the Criminal Code of 1961 or the Criminal Code of 2012 (i.e., weapons violations);
- (ii) a violation of the Illinois Controlled Substances Act;
- (iii) a violation of the Cannabis Control Act;
- (iv) a forcible felony as defined in Section 2-8 of the Criminal Code of 1961 or the Criminal Code of 2012 (e.g., murder, criminal sexual assault, robbery, burglary, arson, kidnapping, aggravated battery and any other felony that involves the use or threat of physical force or violence);
- (v) a violation of the Methamphetamine Control and Community Protection Act;
- (vi) a violation of Section 1-2 (harassment through electronic communications) of the Harassing and Obscene Communications Act;
- (vii) a violation of the Hazing Act (recategorized and renumbered as Section

12C-50 of the *Criminal Code*); or

- (viii) a violation of Section 12-1 (assault), 12-2 (aggravated assault), 12-3 (battery), 12-3.05 (aggravated battery), 12-3.1 (battery of an unborn child; aggravated battery of an unborn child), 12-3.2 (domestic battery), 12-3.4 (violation of an order of protection), 12-3.5 (interfering with the reporting of domestic violence), 12-5 (reckless conduct), 12-7.3 (stalking), 12-7.4 (aggravated stalking), 12-7.5 (cyberstalking), 25-1 (mob action), or 25-5 (unlawful contact with streetgang members) of the Criminal Code of 1961 or the Criminal Code of 2012.

The information derived from the law enforcement records shall be kept separate from and shall not become a part of the official school record of that child and shall not be a public record. The information shall be used solely by the appropriate school official or officials whom the school has determined to have a legitimate educational or safety interest to aid in the proper rehabilitation of the child and to protect the safety of students and employees in the school. If the designated law enforcement and school officials deem it to be in the best interest of the minor, the student may be referred to in-school or community based social services if those services are available. "Rehabilitation services" may include interventions by school support personnel, evaluation for eligibility for special education, referrals to community-based agencies such as youth services, behavioral healthcare service providers, drug and alcohol prevention or treatment programs, and other interventions as deemed appropriate for the student.

- F. Except as provided in 2.E. and 2.H, the Department's provision of and the School District's access to the Department's information relating to a minor who is the subject of a current police investigation that is directly related to school safety shall consist of oral information only, and not written law enforcement records, and shall be used solely by the appropriate school official or officials to protect the safety of students and employees in the school and aid in the proper rehabilitation of the child. The information derived orally from the local law enforcement officials shall be kept separate from and shall not become a part of the official school record of the child and shall not be a public record. For purposes of this paragraph, "investigation" means an official systematic inquiry by the Department or any other law enforcement agency into actual or suspected criminal activity.

The limitations of this paragraph and paragraph 2.E shall be expanded or further restricted in accordance with any subsequent amendments to the *Juvenile Court Act of 1987* (705 ILCS 405/1-7, 5-905) or other laws.

- G. Pursuant to 705 ILCS 405/5-901(1)(b)(v), court files of juvenile delinquency proceedings, redacted to remove any information identifying the victim or alleged victim of any sex offense, will be disclosed to the School District if the District provides educational, medical or mental health services to the juvenile and disclosure is necessary for the discharge of the District's official duties.
- H. Notwithstanding the restrictions in Section 2.E above on the provision of and

access to the Department's records, in accordance with Section 22-20 of *The School Code* (105 ILCS 5/22-20), the Department shall report to the Principal or School District liaison, if identified as designee for the School District's principals, whenever a child enrolled therein is detained for proceedings under the *Juvenile Court Act of 1987*, as heretofore and hereafter amended, or for any criminal offense or any violation of a municipal ordinance. The report shall include the basis for detaining the child, circumstances surrounding the events which led to the child's detention, and status of proceedings. The report shall be updated as appropriate to notify the Principal School District liaison of developments and the disposition of the matter. The information transmitted to the School District pursuant to this paragraph shall be kept separate from and shall not become a part of the official school record of such child and shall not be a public record. Such information shall be used solely by the appropriate school official or officials whom the School District has determined to have a legitimate educational or safety interest to aid in the proper rehabilitation of the child and to protect the safety of the students and employees in the school.

- I. The Department's duty to disclose information and documents to the School District pursuant to the law and this Agreement shall be separate from and in addition to the duty of the State's Attorney to provide information to the School District pursuant to Section 5-901 of the *Juvenile Court Act of 1987* (705 ILCS 405/5-901) regarding adjudications of delinquency.
- J. Pursuant to the *Juvenile Court Act of 1987* (705 ILCS 405/5-901), following any adjudication of delinquency for a crime which would be a felony if committed by an adult, or following any adjudication of delinquency for a violation of Section 24-1, 24-3, 24-3.1, or 24-5 of the Criminal Code of 1961 or the Criminal Code of 2012, the State's Attorney shall ascertain whether the minor respondent is enrolled in school in the District and, if so, shall provide a copy of the sentencing order to the principal of the school. Access to such juvenile records shall be limited to the principal of the school and any school counselor designated by him or her.
- K. Nothing contained in this Agreement is intended to prevent the sharing or disclosure of information or records relating or pertaining to juveniles subject to the provisions of the Serious Habitual Offender Comprehensive Action Program when that information is used to assist in the early identification and treatment of habitual juvenile offenders and such sharing is otherwise allowed by law.
- L. In accordance with the *Law Enforcement Officer-Worn Body Camera Act* (50 ILCS 701/10-1 et seq.) and other applicable federal and Illinois law, if the Village commences usage of officer-worn body cameras, the Village shall provide to the District a copy of the Police Department's written policy regarding the use of body cameras adopted in accordance with the foregoing Act, including, but not limited to, the Police Department's policy for when the cameras will be turned on while an officer is on duty in the schools and the expectations of privacy of the District's students, invitees, and employees, and the District and Village shall determine appropriate procedures for flagging recordings related to incidents in the schools for retention by the Village and for access by the District as otherwise allowed by law.

3. CONFIDENTIALITY

Any and all information received by the School District as a result of this Agreement shall be kept confidential by the School District as and to the extent required by law. In accordance with the *Illinois School Student Records Act* (ISSRA) and the regulations implementing the federal *Family Educational Rights and Privacy Act* (34 C.F.R. 99) (FERPA), any and all information constituting student records or education records under those laws that is received by the Department as a result of this Agreement shall be kept confidential by the Department and shall not be disclosed by the Department to another party, except as provided under state and federal law, without the prior written consent of the parent of the student (or consent of the student if he or she has assumed rights under the law). This representation shall be deemed to constitute the written certification by the Department, as required by ISSRA and FERPA, to acknowledge and agree to the Department's ongoing compliance with the confidentiality requirements related to receipt of student record information pursuant to this Agreement.

4. TERM

The parties to this Agreement understand and agree that this Agreement shall commence the day and year on which the Agreement is signed by all parties. This Agreement shall remain in effect from year-to-year thereafter, as may be modified pursuant to Section 6 of this Agreement, until terminated by written notice of either party. The Parties shall review and discuss the terms of this Agreement every two years, with the first such review to occur at the end of the 2023-2024 school term.

5. NOTIFICATION

- A. Any and all notices required hereunder to be sent to the School District shall be served in writing to the following address:

Office of the Superintendent
Hinsdale Township High School District No. 86
5500 S. Grant Street
Hinsdale, IL 60521

Service shall be made by the United States certified mail, postage prepaid, return receipt requested, or by personal delivery of any such notice delivered to an employee of the School District at its District administration office during the regular business hours of said office.

Any and all notices required hereunder to be sent to the Department shall be served in writing to the following address:

To the Village:
Hinsdale Police Department
121 Symonds Drive
Hinsdale, IL 60521
Attn: Chief of Police

Service shall be made by the United States certified mail, postage prepaid, return receipt requested, or by personal delivery of any such notice delivered to an employee of the Department at its administration office during the regular business hours of said office.

6. **MODIFICATION**

The agreements, covenants, terms and conditions herein contained may be modified only through written mutual consent of the parties hereto.

7. **ASSIGNMENT**

Neither party may assign, transfer or otherwise convey its rights or obligations under this Agreement without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year the Agreement is fully executed by both Parties.

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

By: _____
Its President

Date: _____

Attest: _____
Secretary

HINSDALE POLICE DEPARTMENT

**DUPAGE AND COOK COUNTIES,
ILLINOIS**

By: _____

Date: _____

Attest: _____

REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: Second Reading – ACA

SUBJECT: Appropriations Transfer Ordinance

MEETING DATE: August 16, 2022

FROM: Finance Director Alison Brothen
Darrell Langlois

Recommended Motion

Approve an Ordinance Authorizing Transfers of Appropriations within Departments and Agencies of the Village.

Background

The Village of Hinsdale adopted the calendar year 2021 Appropriations Ordinance on February 16, 2021. The Appropriations Ordinance was based on the Village's 2021 Annual Performance Budget along with an adjustment to fund outsourced accounting services. State statutes require the Village to amend its Appropriation Ordinance to transfer funds between line item accounts in departments that have exceeded the original appropriation.

Discussion & Recommendation

The original appropriation ordinance contains hundreds of individual line item accounts. During the course of the year, some of the actual spending on particular line items may exceed that individual line item's original appropriation. The attached Ordinance simply reallocates funds within line items in departments in order to balance the line item appropriations. It should be noted that no fund exceeded its annual appropriation in total.

Budget Impact

There is no impact to the Village's budget. The original Appropriations Ordinance set the legal spending limit for the Village; this ordinance adjusts the line item appropriations to the actual spending for those accounts that exceeded its original appropriation.

Village Board and/or Committee Action

At their meeting of July 12, 2022 the Board agreed to move this item forward for a second reading.

Documents Attached

1. Draft Ordinance

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING TRANSFERS OF APPROPRIATIONS
WITHIN DEPARTMENTS AND AGENCIES OF THE VILLAGE**

WHEREAS, Section 8-2-9 of the Illinois Municipal Code authorizes transfers, within any department or agency of the Village, of sums of money previously appropriated for one corporate object or purpose to another corporate object or purpose at any time by a two-thirds vote of the corporate authorities, provided that no such transfer reduces an appropriation below an amount sufficient to cover all obligations incurred or to be incurred against that appropriation; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have reviewed the appropriations of the prior fiscal year and have determined that it is necessary, appropriate, and in the best interests of the Village to transfer certain funds from appropriations for certain corporate objects and purposes to other corporate objects and purposes within the same fund; and

WHEREAS, the transfer of funds authorized by this Ordinance shall not reduce an appropriation for any corporate object or purpose below an amount sufficient to cover all obligations incurred or to be incurred against that appropriation;

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

Section 1. Recitals. The foregoing recitals are incorporated herein as findings of the President and Board of Trustees.

Section 2. Transfer of Funds. The appropriations listed on the attached schedule, made for the calendar year 2021 (January 1, 2021 to December 31, 2021) shall be and are hereby increased or decreased by the amounts indicated, and the funds appropriated for the corporate objects and purposes of said appropriation that are decreased shall be, and they are hereby, transferred within the same fund to those corporate objects and purposes that are increased, as indicated on the attached schedule.

CY 2021 Appropriation Ordinance

Corporate Fund - 100

Finance and Administration-Department 11

	<u>Appropriation</u>	<u>Increase/ (Decrease)</u>	<u>Revised Appropriation</u>	<u>Actual Expenses</u>	<u>Difference</u>
7001 Full-Time Salaries	968,187	55,907	1,024,094	1,024,094	0
7003 Part-Time Salaries	36,654	16,062	52,716	52,716	0
7005 Longevity Pay	1,300	(600)	700	700	0
7009 Vehicle Allowance	9,800	(3,355)	6,445	6,445	0
7011 Overtime	8,000	(2,125)	5,875	5,875	0
7023 Water Fund Cost Allocation	(858,584)		(858,584)	(858,584)	0
7101 Social Security	55,466	4,137	59,603	59,603	0
7103 Medicare	14,570	232	14,802	14,802	0
7105 IMRF	109,559	(4,454)	105,105	105,105	0
7111 Health Insurance	169,219	(23,364)	145,855	145,855	0
7113 Dental Insurance	3,696	(449)	3,247	3,247	0
7115 Life Insurance	2,224	(128)	2,096	2,096	0
7119 Unemployment Compensation	0	690	690	690	0
7131 Tuition Reimbursement	5,000	(3,637)	1,363	1,363	0
7133 Mileage Reimbursement	200	(200)	0	-	0
7135 Brd of Police/Fire Comm.	64,650	(21,281)	43,369	43,369	0
7137 Employment Advertising	2,500	(1,244)	1,256	1,256	0
7139 Personnel Expenses	2,680	2,963	5,643	5,643	0
7141 Staff Development & Training	14,400	(5,897)	8,503	8,503	0
7143 Membership Dues/Subscriptions	22,917	2,500	25,417	25,417	0
7145 Uniforms & Apparel	0	710	710	710	0
7149 Village-Wide Employee Relations	11,800	3,607	15,407	15,407	0
7201 Legal Expenses	350,000	315,492	665,492	665,492	0
7207 Auditing Services	35,126	(40)	35,086	35,086	0
7209 Accounting Services	83,220	(34,687)	48,533	48,533	0
7211 Actuarial Services	16,400	(1,580)	14,820	14,820	0
7213 Consulting Services	216,750	36,091	252,841	252,841	0
7215 Tollway /Lobbying Expenditures	58,000	35,550	93,550	93,550	0
7221 IT Service Contract	190,000	(499)	189,501	189,501	0
7223 IT Contracts & Service Agreements	82,678	(6,098)	76,580	76,580	0
7225 Utility Billing Expenses	15,400	(2,214)	13,186	13,186	0
7227 Vehicle License Expenses	13,300	4,839	18,139	18,139	0
7231 Telecommunications	17,175	(2,879)	14,296	14,296	0
7233 Cable/Internet	18,800	81	18,881	18,881	0
7247 Licenses & Permits	0	347	347	347	0
7249 Record Retention & Doc Mgmt	1,000	(920)	80	80	0
7251 Recording Fees-County	2,500	1,234	3,734	3,734	0
7269 Parking System Expenses	2,200	(774)	1,426	1,426	0
7299 Other Services	9,500	(892)	8,608	8,608	0
7301 Postage	14,000	1,022	15,022	15,022	0
7303 Office Supplies	11,400	(3,658)	7,742	7,742	0
7305 Breakroom Supplies	1,200	(261)	939	939	0
7307 Printing and Publications	11,800	3,103	14,903	14,903	0
7391 Computer Hrdwre, Software, Supplies	80,590	20,423	101,013	101,013	0
7405 Comp./Off. Equip. Maint.	14,752	6,354	21,106	21,106	0
7501 Plan Commission	1,000	(1,000)	0	-	0
7503 Historical Preservation Comm.	10,000	(3,733)	6,267	6,267	0
7505 Economic Development Comm.	90,000	9,047	99,047	99,047	0
7507 Ceremonial & Special Events	1,500	(1,500)	0	-	0
7513 Bank Fees	60,000	12,478	72,478	72,478	0
7523 IRMA Premiums	20,675	(19,121)	1,554	1,554	0
7525 Self-Insured Deductible	10,000	1,250	11,250	11,250	0
7591 Contingency	200,000	(200,000)	0	-	0
7593 Covid 19 Expenses	0	13,815	13,815	13,815	0
7595 Sales Tax Incentive	0	202,261	202,261	202,261	0
7599 Miscellaneous Expenses	0	135	135	135	0

Corporate Fund - 100**Finance and Administration-Dept 11 (cont)**

	<u>Appropriation</u>	<u>Increase/ (Decrease)</u>	<u>Revised Appropriation</u>	<u>Actual Expenses</u>	<u>Difference</u>
7740 Transfer to MIP Projects Fund	1,720,000	200,000	1,920,000	1,920,000	0
7901 General Equipment	69,000	(43,897)	25,103	25,103	0
7903 Computer Equipment	306,000	(136,548)	169,452	169,452	0
7909 Buildings	150,000	(150,000)	0	-	0
Total Finance and Administration	4,528,204	273,295	4,801,499	4,801,499	0

Corporate Fund - 100**Police Department - Department 21**

	<u>Appropriation</u>	<u>Increase/ (Decrease)</u>	<u>Revised Appropriation</u>	<u>Actual Expenses</u>	<u>Difference</u>
7001 Full-Time Salaries	2,714,600	72,581	2,787,181	2,787,181	0
7003 Part-Time Salaries	97,347	(5,639)	91,708	91,708	0
7005 Longevity Pay	6,800		6,800	6,800	0
7009 Vehicle Allowance	1,400		1,400	1,398	2
7011 Overtime	250,000	169,547	419,547	419,547	0
7013 Reimbursable Overtime	50,000	(9,090)	40,910	40,910	0
7023 Water Fund Cost Allocation	(20,672)		(20,672)	(20,672)	0
7101 Social Security	21,925	(1,792)	20,133	20,133	0
7103 Medicare	45,126	1,283	46,409	46,409	0
7105 IMRF	35,827	(3,609)	32,218	32,218	0
7107 Police Pension Contributions	637,514		637,514	637,105	409
7111 Health Insurance	446,486	9,749	456,235	456,235	0
7113 Dental Insurance	12,425	753	13,178	13,178	0
7115 Life Insurance	5,902	38	5,940	5,940	0
7133 Mileage Reimbursement	1,000	114	1,114	1,114	0
7139 Personnel Expenses	500	132	632	632	0
7141 Staff Development & Training	27,050	1,176	28,226	28,226	0
7143 Membership Dues/Subscriptions	12,851	3,534	16,385	16,385	0
7145 Uniforms	25,752	1,746	27,498	27,498	0
7149 Employee Recog & Relations	1,000	192	1,192	1,192	0
7213 Consulting Services	2,325	2,415	4,740	4,740	0
7223 Data Processing Services	49,302	46,084	95,386	95,386	0
7231 Telecommunications	38,500	(4,432)	34,068	34,068	0
7233 Cable/Internet	2,840	0	2,840	2,795	45
7235 Electric	1,650	654	2,304	2,304	0
7237 Natural Gas	5,300	1,055	6,355	6,355	0
7239 FLAGG Creek Sewer Charge	300		300	-	300
7241 Custodial Services	16,900	548	17,448	17,448	0
7247 Licenses & Permits	1,400		1,400	1,092	308
7249 Record Retention & Doc Mgmt	3,000	224	3,224	3,224	0
7263 Dispatch Services	305,876	5,173	311,049	311,049	0
7269 Parking System Expenses	17,500		17,500	14,856	2,644
7277 Contribution to Other Agencies	20,620		20,620	20,500	120
7276 CALEA Accreditation Fee	4,745	(3,156)	1,589	1,589	0
7301 Postage	1,000		1,000	686	314
7303 Office Supplies	6,000		6,000	5,557	443
7307 Printing and Publications	3,500		3,500	2,191	1,309
7311 Gasoline & Oil	39,000	4,641	43,641	43,641	0
7327 Building & Maintenance Supplies	2,000		2,000	1,997	3
7341 Citizen's Police Academy	250		250	-	250
7343 Range Supplies	8,800	2,117	10,917	10,917	0
7353 Medical/Safety Supplies	1,000	787	1,787	1,787	0
7359 Police Department Supplies	9,000	2,981	11,981	11,981	0
7391 Computer Hrdwre, Software, Supplies	23,016	18,640	41,656	41,656	0
7401 Building Maintenance	16,000	(2,504)	13,496	13,496	0
7403 General Equipment Maintenance	4,850	(2,485)	2,365	2,365	0
7405 Comp./Off. Equip. Maint.	6,765	2,573	9,338	9,338	0
7407 Motor Vehicle Maintenance	19,000	22,447	41,447	41,447	0
7409 Radio Maintenance	1,400		1,400	264	1,136

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

	<u>Appropriation</u>	<u>Increase/ (Decrease)</u>	<u>Revised Appropriation</u>	<u>Actual Expenses</u>	<u>Difference</u>
7417 Parking System Maintenance	1,000		1,000	619	381
7523 IRMA Premiums	41,956	(39,664)	2,292	2,292	0
7525 Self-Insured Deductible	40,000	27,055	67,055	67,055	0
7901 General Equipment	68,050	(4,178)	63,872	63,872	0
7903 Computer Equipment	89,500	(86,277)	3,223	3,223	0
7907 Motor Vehicles	93,000	(43,347)	49,653	49,653	0
7909 Buildings	62,500	3,988	66,488	66,488	0
7591 Contingency	269,034	(196,054)	72,980		72,980
Total Police Department	5,649,712	0	5,649,712	5,569,064	80,648

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

	<u>Appropriation</u>	<u>Increase/ (Decrease)</u>	<u>Revised Appropriation</u>	<u>Actual Expenses</u>	<u>Difference</u>
7001 Full-Time Salaries	2,500,844	23,034	2,523,878	2,523,878	0
7003 Part-Time Salaries	50,252	838	51,090	51,090	0
7005 Longevity Pay	11,300		11,300	10,500	800
7009 Vehicle Allowance	5,600	(3,117)	2,483	2,483	0
7011 Overtime	191,000	158,975	349,975	349,975	0
7013 Reimbursable Overtime	10,000	8,056	18,056	18,056	0
7023 Water Fund Cost Allocation	(20,672)		(20,672)	(20,672)	0
7101 Social Security	13,224		13,224	12,149	1,075
7103 Medicare	39,177	1,500	40,677	40,677	0
7105 IMRF	23,354	(7,668)	15,686	15,686	0
7109 Firefighters' Pension Contributions	1,168,077	(2,673)	1,165,404	1,165,404	0
7111 Health Insurance	375,972	(9,727)	366,245	366,245	0
7113 Dental Insurance	11,324	296	11,620	11,620	0
7115 Life Insurance	5,631		5,631	5,438	193
7139 Personnel Expenses	500	429	929	929	0
7141 Staff Development & Training	22,150	(9,507)	12,643	12,643	0
7143 Membership Dues/Subscriptions	8,755	(6,198)	2,557	2,557	0
7145 Uniforms	38,204	(14,585)	23,619	23,619	0
7149 Employee Recog and Relations	0	6	6	6	0
7231 Telecommunications	20,100	(4,020)	16,080	16,080	0
7233 Cable/Internet	840		840	840	0
7235 Electric	300		300	272	28
7237 Natural Gas	5,800	555	6,355	6,355	0
7239 FLAAG Creek Sewer Charge	0	1,851	1,851	1,851	0
7241 Custodial Services	1,170		1,170	1,117	53
7247 Licenses & Permits	415		415	174	241
7249 Record Retention & Doc Mgmt	480		480	160	320
7263 Dispatch Services	173,604	(7,871)	165,733	165,733	0
7299 Other Services	0	837	837	837	0
7301 Postage	1,000		1,000	937	63
7303 Office Supplies	4,470		4,470	3,488	982
7307 Printing and Publications	1,070		1,070	1,009	61
7311 Gasoline & Oil	10,000	9,873	19,873	19,873	0
7313 Motor Vehicle Supplies	347		347	217	130
7327 Building & Maintenance Supplies	7,640	(1,485)	6,155	6,155	0
7329 Tools & Hardware	10,070	(4,492)	5,578	5,578	0
7351 Emergency Management Supplies	492		492	351	141
7353 Medical/Safety Supplies	14,976	2,362	17,338	17,338	0
7355 Hazmat Supplies	5,193		5,193	3,771	1,422
7357 Fire Department Supplies	6,015	2,372	8,387	8,387	0
7391 Computer Hrdwre, Software, Supplies	13,760	(5,516)	8,244	8,244	0
7401 Building Maintenance	26,400	(6,902)	19,498	19,498	0
7403 General Equipment Maintenance	10,570	(4,535)	6,035	6,035	0
7405 Comp./Off. Equip. Maint.	4,812		4,812	4,422	390
7407 Motor Vehicle Maintenance	41,100	34,977	76,077	76,077	0
7409 Radio Maintenance	15,800	(13,363)	2,437	2,437	0
7423 Water System Maintenance	630	(470)	160	160	0
7523 IRMA Premiums	38,678	(36,565)	2,113	2,113	0

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

	<u>Appropriation</u>	<u>Increase/ (Decrease)</u>	<u>Revised Appropriation</u>	<u>Actual Expenses</u>	<u>Difference</u>
7525 Self-Insured Deductible	28,000	49,540	77,540	77,540	0
7901 General Equipment	0		0		0
7907 Motor Vehicles	44,500	(4,450)	40,050	-	40,050
7909 Buildings	62,500	3,989	66,489	66,489	0
7591 Contingency	250,271	(156,346)	93,925	-	93,925
Total Fire Department	5,255,695	0	5,255,695	5,115,819	139,876

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

	<u>Appropriation</u>	<u>Increase/ (Decrease)</u>	<u>Revised Appropriation</u>	<u>Actual Expenses</u>	<u>Difference</u>
7001 Full-Time Salaries	1,362,048	7,862	1,369,910	1,369,910	0
7003 Part-Time Salaries	14,570		14,570	-	14,570
7005 Longevity Pay	4,000		4,000	4,000	0
7009 Vehicle Allowance	8,400	70	8,470	8,470	0
7011 Overtime	65,000	27,518	92,518	92,518	0
7023 Water Fund Cost Allocation	(143,314)		(143,314)	(143,314)	0
7101 Social Security	88,586		88,586	87,533	1,053
7103 Medicare	20,962		20,962	20,679	283
7105 IMRF	157,199		157,199	154,915	2,284
7111 Health Insurance	217,466		217,466	208,123	9,343
7113 Dental Insurance	6,841	446	7,287	7,287	0
7115 Life Insurance	3,015		3,015	3,009	6
7139 Personnel Expenses	500		500	267	233
7141 Staff Development & Training	7,220		7,220	958	6,262
7143 Membership Dues/Subscriptions	9,750		9,750	8,496	1,254
7145 Uniforms	15,384		15,384	9,898	5,486
7147 Overtime Meals	2,200		2,200	1,944	257
7203 Engineering & Architects	10,000		10,000	1,737	8,263
7205 Biennial Bridge Inspections	5,000		5,000	3,974	1,026
7213 Consulting Services	5,000		5,000	-	5,000
7231 Telecommunications	7,850		7,850	7,109	741
7235 Electric	107,000	(19,567)	87,433	87,142	291
7237 Natural Gas	19,000	9,153	28,153	28,153	0
7239 Flagg Creek Sewer Charge	1,500		1,500	-	1,500
7241 Custodial Services	54,262	3,753	58,015	58,015	0
7243 Snow Removal		2,323	2,323	2,323	0
7245 Dumping/Refuse Removal	19,000		19,000	10,051	8,949
7247 Licenses & Permits	325		325	259	66
7253 Street Sweeping	60,750		60,750	55,779	4,971
7255 Mosquito Abatement	55,496		55,496	55,496	0
7257 Tree Removals	67,000	900	67,900	67,900	0
7259 Tree Pruning	74,717		74,717	51,084	23,633
7261 Elm/Ash Tree Treatments	177,572		177,572	148,831	28,741
7267 Third Party Review	55,000	26,803	81,803	81,803	0
7271 Equipment Rental	900	1,875	2,775	2,775	0
7275 Holiday Decorating	10,092		10,092	267	9,825
7299 Other Services	4,300	26,445	30,745	30,745	0
7301 Postage	1,000	388	1,388	1,388	0
7303 Office Supplies	2,825	1,015	3,840	3,840	0
7305 Breakroom Supplies	1,100		1,100	967	133
7307 Printing and Publications	2,375		2,375	1,597	778
7311 Gasoline & Oil	22,700	19,197	41,897	41,897	0
7313 Motor Vehicle Supplies	1,300		1,300	414	886
7323 Chemicals	100,053		100,053	90,104	9,949
7325 Laboratory Supplies	75		75	-	75
7327 Building Maintenance Supplies	6,200		6,200	3,035	3,165
7329 Tools & Hardware	12,385		12,385	8,663	3,722
7331 Trees	92,495	5,863	98,358	98,358	0
7353 Medical/Safety Supplies	600	831	1,431	1,431	0
7391 Computer Hrdwre, Software, Supplies	3,000		3,000	2,847	153
7399 Non-Capitalized Equipment	5,000	3,780	8,780	8,780	0
7401 Building Maintenance	62,886	2,665	65,551	65,551	0
7403 General Equipment Maintenance	5,100		5,100	3,229	1,871
7405 Comp./Off. Equip. Maint.	5,240		5,240	3,858	1,382
7407 Motor Vehicle Maintenance	33,745	32,181	65,926	65,926	0
7409 Radio Maintenance	800		800	-	800

Corporate Fund - 100**Public Services Department - Dept 41 (cont)**

	<u>Appropriation</u>	<u>Increase/ (Decrease)</u>	<u>Revised Appropriation</u>	<u>Actual Expenses</u>	<u>Difference</u>
7411 Landscaping & Grounds Maint	72,735	10,909	83,644	83,644	0
7413 Street & Sidewalk Maintenance	57,174		57,174	32,995	24,179
7415 Traffic & Street Light Maint	50,800		50,800	29,208	21,592
7427 Parking Deck Maintenance	20,000		20,000	19,622	378
7523 IRMA Premiums	29,886		29,886	1,633	28,253
7525 Self-Insured Deductible	36,000	47,984	83,984	83,984	0
7901 General Equipment	0	12,606	12,606	12,606	0
7909 Buildings	225,000	(225,000)	0	-	0
7591 Contingency	171,253	(171,253)	0	-	0
Total Public Services Department	3,596,318	(171,253)	3,425,065	3,193,710	231,355

Corporate Fund - 100**Community Dev. Department - Department 51**

	<u>Appropriation</u>	<u>Increase/ (Decrease)</u>	<u>Revised Appropriation</u>	<u>Actual Expenses</u>	<u>Difference</u>
7001 Full-Time Salaries	575,139		575,139	561,533	13,606
7003 Part-Time Salaries	93,771		93,771	66,141	27,630
7005 Longevity Pay	2,200		2,200	2,200	0
7009 Vehicle Allowance	4,200	35	4,235	4,235	0
7011 Overtime	5,000	1,943	6,943	6,943	0
7023 Water Fund Cost Allocation	(167,788)		(167,788)	(167,788)	0
7101 Social Security	40,835		40,835	37,279	3,556
7103 Medicare	9,772		9,772	8,984	788
7105 IMRF	73,793		73,793	66,465	7,328
7111 Health Insurance	101,560		101,560	83,409	18,151
7113 Dental Insurance	2,359	41	2,400	2,400	0
7115 Life Insurance	1,250		1,250	1,102	148
7133 Mileage Reimbursement	100		100	-	100
7139 Personnel Expenses	150		150	51	99
7141 Staff Development & Training	3,250	145	3,395	3,395	0
7143 Membership Dues/Subscriptions	1,500		1,500	1,312	188
7145 Uniforms	750		750	424	326
7149 Employee Recog and Relations	250		250	-	250
7213 Consulting Services	20,000	(9,386)	10,614	-	10,614
7223 Data Processing Services	12,125	635	12,760	12,760	0
7231 Telecommunications	6,300		6,300	5,841	459
7249 Record Retention & Doc Mgmt	5,000	23	5,023	5,023	0
7265 Outside Inspectors	25,000	845	25,845	25,845	0
7267 Third Party Review	10,000	3,025	13,025	13,025	0
7301 Postage	5,000		5,000	4,183	817
7303 Office Supplies	5,000	784	5,784	5,784	0
7305 Breakroom Supplies	400	215	615	615	0
7307 Printing and Publications	350	639	989	989	0
7311 Gasoline & Oil	2,050		2,050	1,396	654
7329 Tools & Hardware	250		250	45	205
7353 Medical/Safety Supplies	375	421	796	796	0
7405 Comp./Off. Equip. Maint.	4,340		4,340	4,240	100
7407 Motor Vehicle Maintenance	1,000	635	1,635	1,635	0
7523 IRMA Premiums	6,617		6,617	362	6,256
7525 Self-Insured Deductible	2,500		2,500	1,733	767
7591 Contingency	42,720		42,720		42,720
Total Community Development	897,118	0	897,118	762,355	134,763

Corporate Fund - 100**Parks & Recreation Department-Dept 61**

	<u>Appropriation</u>	<u>Revised (Decrease)</u>	<u>Actual Appropriation</u>	<u>Actual Expenses</u>	<u>Difference</u>
7001 Full-Time Salaries	463,960	12,858	476,818	476,818	0
7003 Part-Time Salaries	288,927		288,927	276,400	12,527
7005 Longevity Pay	1,100		1,100	1,100	0
7009 Vehicle Allowance	4,200	35	4,235	4,235	0
7011 Overtime	6,500	1,882	8,382	8,382	0
7023 Water Fund Cost Allocation	(20,169)		(20,169)	(20,169)	0
7101 Social Security	45,284	1,319	46,603	46,603	0
7103 Medicare	10,590	340	10,930	10,930	0
7105 IMRF	58,022		58,022	55,510	2,512
7111 Health Insurance	98,873	2,460	101,333	101,333	0

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

	<u>Appropriation</u>	<u>Revised (Decrease)</u>	<u>Actual Appropriation</u>	<u>Actual Expenses</u>	<u>Difference</u>
7113 Dental Insurance	2,832	297	3,129	3,129	0
7115 Life Insurance	942	72	1,014	1,014	0
7133 Mileage Reimbursement	400		400	203	197
7137 Employment Advertising	150	250	400	400	0
7139 Personnel Expenses	200	1	201	201	0
7141 Staff Development & Training	5,950		5,950	2,824	3,126
7143 Membership Dues/Subscriptions	1,745	1,867	3,612	3,612	0
7145 Uniforms	7,940		7,940	7,550	390
7223 Data Processing Services	15,250		15,250	14,994	256
7231 Telecommunications	10,740		10,740	10,257	483
7233 Cable/Internet	3,125		3,125	3,090	35
7235 Electric	55,000	5,634	60,634	60,634	0
7237 Natural Gas	22,300	3,172	25,472	25,472	0
7239 Flagg Creek Sewer Charge	1,200		1,200	-	1,200
7241 Custodial Services	21,500	8,110	29,610	29,610	0
7245 Dumping/Refuse Removal	15,000		15,000	14,598	402
7247 Licenses & Permits	3,470		3,470	1,722	1,748
7271 Equipment Rental	7,200		7,200	6,365	835
7273 Recreation Programming	248,750		248,750	244,166	4,584
7301 Postage	3,200		3,200	3,057	143
7303 Office Supplies	3,700		3,700	2,659	1,041
7307 Printing and Publications	42,855		42,855	38,804	4,051
7311 Gasoline & Oil	8,400	1,453	9,853	9,853	0
7323 Chemicals	20,250		20,250	17,844	2,406
7327 Building Maintenance Supplies	9,650		9,650	8,537	1,113
7329 Tools & Hardware	2,000		2,000	1,655	345
7353 Medical/Safety Supplies	1,620		1,620	1,343	277
7363 KLM Event Supplies	4,100		4,100	3,896	204
7361 Recreation Supplies	39,650		39,650	37,114	2,536
7399 Non-Capitalized Equipment	13,500		13,500	9,172	4,328
7401 Building Maintenance	41,700		41,700	27,591	14,109
7403 General Equipment Maintenance	9,950		9,950	-	9,950
7405 Comp./Off. Equip. Maint.	4,000		4,000	1,815	2,185
7407 Motor Vehicle Maintenance	1,950	2,263	4,213	4,213	0
7411 Landscaping & Grounds Maint	192,500		192,500	147,709	44,791
7419 Parks Maintenance	5,000		5,000	240	4,760
7513 Bank Fees	10,600	4,428	15,028	15,028	0
7523 IRMA Premiums	17,521		17,521	957	16,564
7525 Self-Insured Deductible	5,000	2,671	7,671	7,671	0
7901 General Equipment	28,000		28,000	20,492	7,508
7909 Buildings	1,474,850		1,474,850	1,124,457	350,393
7911 Land/Grounds	270,000	(49,112)	220,888	19,974	200,914
7591 Contingency	179,549	(102,042)	77,507	-	77,507
Total Parks & Recreation Department	3,770,526	(102,042)	3,668,484	2,895,065	773,419

Motor Fuel Tax Fund - 200

	<u>Appropriation</u>	<u>(Decrease)</u>	<u>Appropriation</u>	<u>Expenses</u>	<u>Difference</u>
7740 Transfer to MIP Projects Fund	1,793,000		1,793,000	1,793,000	0
7990 Contingency for Unforeseen Expenses	89,650		89,650	-	89,650
Total	1,882,650	0	1,882,650	1,793,000	89,650

Foreign Fire Insurance Fund - 210

	<u>Appropriation</u>	<u>Increase/ (Decrease)</u>	<u>Revised Appropriation</u>	<u>Actual Expenses</u>	<u>Difference</u>
7141 Staff Development and Training	25,000	(11,363)	13,637	9,170	4,467
7145 Uniforms	4,000	9,495	13,495	13,495	0
7303 Office Supplies	0	1,868	1,868	1,868	0
7391 Comp Hardware, Software, & Supplies	5,000		5,000	4,171	829
7399 Non-Capitalized Equipment	27,000		27,000	23,822	3,178
7521 Officials Bonds	600		600	570	30
7591 Contingency for Unforeseen Expenses	6,160		6,160	-	6,160
Total	67,760	0	67,760	53,096	14,664

Debt Service Funds - 300-310		Appropriation	Increase/ (Decrease)	Revised Appropriation	Actual Expenses	Difference
7601	Bond Principal Payment	2,030,000	(20,000)	2,010,000	2,010,000	0
7605	Interest Expense	1,160,483	5,181	1,165,664	1,165,664	0
7607	Bond Paying Agent Fees	2,775	75	2,850	2,850	0
7609	Bond Issuance Costs	0	61,594	61,594	61,594	0
7591	Contingency for Unforeseen Expenses	159,663	(46,850)	112,813		112,813
Total		3,352,921	0	3,352,921	3,240,108	112,813

MIP Infrastructure Projects Fund-400		Appropriation	Increase/ (Decrease)	Revised Appropriation	Actual Expenses	Difference
7203	Engineering & Architects	688,645		688,645	494,429	194,216
7730	Transfer to Debt Service Funds	2,767,200		2,767,200	2,751,336	15,864
7762	Transfer to Water Capital	1,650,000		1,650,000	1,650,000	0
7901	General Equipment	0	1,636	1,636	1,636	0
7913	Parking Lots	0	18,127	18,127	18,127	0
7915	Street Improvements	2,646,140	(19,763)	2,626,377	1,943,593	682,784
7921	Sidewalks	120,000		120,000	111,960	8,040
7591	Contingency for Unforeseen Expenses	393,599		393,599		393,599
Total		8,265,584	0	8,265,584	6,971,081	1,294,503

Water & Sewer Oper. Fund - 600		Appropriation	Increase/ (Decrease)	Revised Appropriation	Actual Expenses	Difference
7001	Full-Time Salaries	645,688		645,688	641,497	4,191
7005	Longevity Pay	4,000		4,000	4,000	0
7011	Overtime	80,000		80,000	76,985	3,015
7023	Water Fund Cost Allocation	1,231,199		1,231,199	1,231,199	0
7101	Social Security	44,993		44,993	43,840	1,153
7103	Medicare	10,522		10,522	10,253	269
7105	IMRF	79,463		79,463	77,621	1,842
7111	Health Insurance	76,673		76,673	72,264	4,409
7113	Dental Insurance	2,831	135	2,966	2,966	0
7115	Life Insurance	1,460		1,460	1,420	40
7141	Staff Development & Training	1,150		1,150	199	951
7143	Membership Dues/Subscriptions	8,200	5,880	14,080	14,080	0
7145	Uniforms	4,000		4,000	3,819	181
7147	Overtime Meals	400		400	183	217
7201	Legal Expenses	2,500		2,500	-	2,500
7203	Engineering & Architects	3,700	578	4,278	4,278	0
7223	Data Processing Services	11,100	318	11,418	11,418	0
7231	Telecommunications	20,000		20,000	16,542	3,458
7233	Cable/Internet	1,800		1,800	1,780	20
7235	Electric	55,000		55,000	49,701	5,299
7237	Natural Gas	6,700	3,056	9,756	9,756	0
7239	FLAGG Creek Sewer Charges	1,000	5,590	6,590	6,590	0
7241	Custodial Services	7,800	650	8,450	8,450	0
7245	Dumping	15,300	4,439	19,739	19,739	0
7299	Other Services	6,766		6,766	3,900	2,866
7301	Postage	14,800		14,800	14,637	163
7303	Office Supplies	500		500	228	272
7305	Breakroom Supplies and Coffee	300	362	662	662	0
7307	Printing and Publications	2,775	406	3,181	3,181	0
7311	Gasoline & Oil	8,000	4,001	12,001	12,001	0
7321	DWC Cost	4,385,000	231,976	4,616,976	4,616,976	0
7323	Chemicals	3,000		3,000	705	2,295
7325	Laboratory Supplies	350	213	563	563	0
7327	Building and Maintenance Supplies	750		750	680	70
7329	Tools & Hardware	3,210		3,210	2,620	590
7353	Medical/Safety Supplies	500	594	1,094	1,094	0
7391	Comp Hardware, Software, & Supplies	100		100	-	100
7399	Non-Capitalized Equipment	25,000	170	25,170	25,170	0

<u>Water & Sewer Oper. Fund - 600 (cont)</u>		<u>Appropriation</u>	<u>Increase/ (Decrease)</u>	<u>Revised Appropriation</u>	<u>Actual Expenses</u>	<u>Difference</u>
7401	Building Maintenance	15,316	3,467	18,783	18,783	0
7403	General Equipment Maintenance	5,425		5,425	3,574	1,851
7405	Comp & Off Equipment Maintenance	350		350	299	51
7407	Motor Vehicle Maintenance	3,582	4,028	7,610	7,610	0
7409	Radios Maintenance	1,000		1,000	-	1,000
7423	Water System Maintenance	129,985	18,557	148,542	148,542	0
7425	Sewer System Maintenance	74,791		74,791	65,414	9,377
7511	Utility Tax	412,000		412,000	392,405	19,595
7523	IRMA Premiums	77,691		77,691	4,954	72,737
7525	Self-Insured Deductible	2,500		2,500	-	2,500
7599	Miscellaneous Expense	1,000		1,000	-	1,000
7603	Loan Principal Payment	189,246		189,246	189,106	140
7605	Interest Expense	29,490		29,490	26,125	3,365
7762	Transfer to Water Capital	800,000		800,000	800,000	0
7763	Transfer to Water Alt Bond	168,599		168,599	38,599	130,000
7901	General Equipment	40,000		40,000	29,577	10,423
7907	Motor Vehicles	45,000		45,000	-	45,000
7591	Contingency for Unforeseen Expenses	438,125	(284,420)	153,705	-	153,705
Total		9,200,630	0	9,200,630	8,715,982	484,648

<u>Water & Sewer Capital Fund - 620</u>		<u>Appropriation</u>	<u>(Decrease)</u>	<u>Appropriation</u>	<u>Expenses</u>	<u>Difference</u>
7917	Water Mains	2,397,000		2,397,000	1,810,966	586,034
7919	Sewers	40,000		40,000	15,451	24,549
7591	Contingency for Unforeseen Expenses	121,850		121,850	-	121,850
Total		2,558,850	0	2,558,850	1,826,417	732,433

<u>Water & Sewer 2014A Bond Fund-632</u>		<u>Appropriation</u>	<u>(Decrease)</u>	<u>Appropriation</u>	<u>Actual Expenses</u>	<u>Difference</u>
7601	Bond Principal Payment	130,000		130,000	130,000	0
7605	Interest Expense	38,426		38,426	38,295	131
7607	Bank & Bond Fees	475		475	475	0
7591	Contingency for Unforeseen Expenses	8,445		8,445	-	8,445
Total		177,346	0	177,346	168,770	8,576

<u>Police Pension Fund - 700</u>		<u>Appropriation</u>	<u>Increase/ (Decrease)</u>	<u>Revised Appropriation</u>	<u>Actual Expenses</u>	<u>Difference</u>
7031	Pension Payments	2,168,725	46,606	2,215,331	2,215,331	0
7033	Disability Payments	123,230		123,230	123,229	1
7035	Pension Refunds	0	13,487	13,487	13,487	0
7141	Staff Development and Training	3,500	(1,830)	1,670	1,670	0
7143	Membership Dues/Subscriptions	795		795	795	0
7201	Legal Expenses	10,000	(4,058)	5,942	5,942	0
7209	Accounting Services	14,700	210	14,910	14,910	0
7211	Actuarial Services	3,500	(3,500)	0	-	0
7299	Other Services	141,000	(48,200)	92,800	92,800	0
7513	Bank fees	1,000		1,000	-	1,000
7599	Miscellaneous Expenses	6,500	(2,715)	3,785	-	3,785
7591	Contingency for Unforeseen Expenses	247,295		247,295	-	247,295
Total		2,720,245	0	2,720,245	2,468,164	252,081

<u>Firefighters' Pension Fund - 710</u>		<u>Appropriation</u>	<u>Increase/ (Decrease)</u>	<u>Revised Appropriation</u>	<u>Actual Expenses</u>	<u>Difference</u>
7031	Pension Payments	1,591,277	(18,478)	1,572,799	1,572,799	0
7033	Disability Payments	289,951		289,951	289,023	928
7141	Staff Development and Training	2,500		2,500	1,225	1,275
7143	Membership Dues/Subscriptions	795		795	795	0
7201	Legal Expenses	10,000		10,000	7,982	2,018
7209	Accounting Services	19,000		19,000	15,845	3,155
7211	Actuarial Services	8,000	(1,291)	6,709	3,710	2,999
7299	Other Services	41,000	15,268	56,268	56,268	0
7513	Bank fees	1,000		1,000	-	1,000
7521	Officials Bonds	0	4,501	4,501	4,501	0
7599	Miscellaneous Expenses	8,400		8,400	-	8,400
7591	Contingency for Unforeseen Expenses	197,192		197,192	-	197,192
Total		2,169,115	0	2,169,115	1,952,148	216,967

Library Operations Fund - 900		Increase/ (Decrease)	Revised Appropriation	Actual Expenses	Difference
	Appropriation				
7001 Full-Time Salaries	1,000,000	(87,646)	912,354	912,354	0
7003 Part-Time Salaries	525,000	(76,603)	448,397	448,397	0
7005 Longevity Pay	400		400	105	295
7101 Social Security	95,313		95,313	81,829	13,484
7103 Medicare	22,113		22,113	19,138	2,975
7105 IMRF	151,000		151,000	111,380	39,620
7111 Health Insurance	186,900	(71,878)	115,022	115,022	0
7115 Life Insurance	2,000	25	2,025	2,025	0
7119 Unemployment Compensation	1,000		1,000	752	248
7139 Personnel Expenses	1,000	24	1,024	1,024	0
7513 Bank Fees	600		600	113	487
7523 IRMA Premiums	36,200	(5,873)	30,327	1,844	28,483
7525 Self-Insured Deductible	10,000		10,000	-	10,000
7730 Transfer to Debt Service Funds	252,912		252,912	252,912	0
7791 Transfer to Library Capital	235,000	315,000	550,000	550,000	0
7801 Staff Development	19,000		19,000	8,808	10,192
7803 Staff Recognition	3,000	654	3,654	3,654	0
7807 Marketing and Outreach	30,000		30,000	28,670	1,330
7809 Library Programs-Youth	18,000		18,000	13,061	4,939
7811 Library Programs-Adult	6,000	653	6,653	6,653	0
7813 Youth Materials	70,000		70,000	60,677	9,323
7815 Adult Materials	110,000		110,000	88,843	21,157
7817 Databases	70,000		70,000	65,190	4,810
7819 Periodicals	19,000	1,154	20,154	20,154	0
7821 EBooks	70,000	3,656	73,656	73,656	0
7823 Materials Management Supplies	17,000		17,000	11,997	5,003
7824 Lost Books		1,107	1,107	1,107	0
7825 Catalog Services	39,765	124	39,889	39,889	0
7827 Hardware	30,000		30,000	16,480	13,520
7829 Computer Support & Software	35,000	15,620	50,620	50,620	0
7831 Custodial	32,000		32,000	30,612	1,388
7833 Utilities	13,000		13,000	12,000	1,000
7835 Janitorial-Maintenance Supplies	10,000		10,000	6,329	3,671
7837 Building Maintenance Contract	11,000	77	11,077	11,077	0
7839 Misc Repairs-Improvements	40,000		40,000	36,224	3,776
7841 Legal Expenses	5,000		5,000	2,060	2,940
7845 Misc Contractual Services	5,000		5,000	3,038	1,962
7847 Postage	2,000	979	2,979	2,979	0
7849 Telephone	7,000		7,000	4,827	2,173
7851 Accounting	70,000		70,000	65,453	4,547
7853 Vending Supplies and Services	1,000		1,000	-	1,000
7855 Office Supplies	14,000		14,000	11,370	2,630
7857 Copier Service and Supplies	25,000		25,000	13,036	11,964
7859 Misc Supplies	1,400		1,400	-	1,400
7861 Board Development	2,000		2,000	1,090	910
7863 Special Events	5,000		5,000	2,146	2,854
7865 Hellen O'Neill Scholarship	500		500	500	0
7867 Art Expenditures	8,500		8,500	3,994	4,506
7868 Donations Expenses	50,000	(49,923)	77	77	0
7869 Friends Pledges Expense	50,000	(47,150)	2,850	2,850	0
7873 Misc Expense	1,400		1,400	679	721
7591 Contingency	33,100		33,100	0	33,100
Total	3,443,103	0	3,443,103	3,196,695	246,408

Library Capital Projects Fund - 910		(Decrease)	Appropriation	Expenses	Difference
	Appropriation				
7909 Buildings	221,000		221,000	73,728	147,272
7591 Contingency for Unforeseen Expenses	100,000		100,000		100,000
Total	321,000	0	321,000	73,728	247,272

<u>All Funds Summary</u>	<u>Appropriation</u>	<u>Increase/ (Decrease)</u>	<u>Revised Appropriation</u>	<u>Actual Expenses</u>	<u>Difference</u>
Corporate Fund - 100					
Departments - 11 thru 61	23,697,573	0	23,697,573	22,337,512	1,360,061
Motor Fuel Tax Fund - 200	1,882,650	0	1,882,650	1,793,000	89,650
Foreign Fire Insurance Fund - 210	67,760	0	67,760	53,096	14,664
Debt Service Funds - 300-308	3,352,921	0	3,352,921	3,240,108	112,813
MIP Infrastructure Project Fund - 400	8,265,584	0	8,265,584	6,971,081	1,294,503
Water & Sewer Operations Fund - 600	9,200,630	0	9,200,630	8,715,982	484,648
Water & Sewer Capital Fund - 620	2,558,850	0	2,558,850	1,826,417	732,433
Water & Sewer Debt Service Fund - 632	177,346	0	177,346	168,770	8,576
Police Pension Fund - 700	2,720,245	0	2,720,245	2,468,164	252,081
Firefighters' Pension Fund - 710	2,169,115	0	2,169,115	1,952,148	216,967
Library Funds - 900 & 910	3,764,103	0	3,764,103	3,270,423	493,680
Total All Funds	57,856,777	0	57,856,777	52,796,700	5,060,077

Section 3. Effective Date. This Ordinance shall be in full force and effective from and after its passage and approval of two-thirds of the corporate authorities, and ten days after its publication in pamphlet form in the manner provided by law.

PASSED this 16th day of August, 2022.

AYES:

NAYS:

ABSENT:

APPROVED this 16th day of August, 2022

Village President

ATTEST:

Village Clerk



REQUEST FOR BOARD ACTION

Community Development

AGENDA SECTION: Second Reading – ZPS
Text Amendment, Planned Development Concept Plan, and Special Use Permit to allow for the development of Vine Street Station consisting of twelve (12) lifestyle housing units within an existing building located at 125 S. Vine Street and a Major Adjustment to the Zion Lutheran Church Planned Development – Case A-35-2021

SUBJECT:

MEETING DATE: August 16, 2022

FROM: Bethany Salmon, Village Planner

Recommended Motion

Approve an Ordinance Amending Sections 6-106 ("Special Uses") and 11-603 (Planned Development) of the Hinsdale Zoning Code to Authorize Planned Developments for Lifestyle Housing in the O-1 Specialty Office District

Approve an Ordinance Approving a Planned Development Concept Plan and Special Use Permits for a Planned Development and Lifestyle Housing – 125 S. Vine Street – Holladay Properties Services Midwest, Inc. and Zion Lutheran Church

Approve an Ordinance Approving a Major Adjustment to a Planned Development Relative to Removal of Certain Properties from an Existing Planned Development and Waivers Related to Property Remaining in Same – Holladay Properties Services Midwest, Inc. And Zion Lutheran Church

General Application Information

Applicant: Holladay Properties Services Midwest, Inc. and Zion Lutheran Church

Existing Zoning & Land Uses: The following addresses / PINS are included in the Zion Lutheran Church Planned Development located in the IB Institutional Buildings District:

- 125 S. Vine Street – Former private school building (PINs: 09-12-110-006; 09-12-110-007)
- 204 S. Grant Street – Membership organization building / church with child day care and preschool (PINs: 09-12-111-010; 09-12-111-011; 09-12-111-012; 09-12-111-017)
- 116 S. Grant Street – Single-family home (PINs: 09-12-110-014; 09-12-110-015)

Size of Subject Property:

Property	Existing	Proposed
Zion Lutheran Church Planned Development	1.96-acres (85,378 sq. ft.)	1.34-acres (58,739 sq. ft.)
Private School Building - 125 S. Vine Street	0.48-acres (20,977 sq. ft.)	0.61-acres (26,639 sq. ft.)
Pastor's Residence - 116 S. Grant Street	0.41-acres (18,162 sq. ft.)	0.28-acres (12,500 sq. ft.)

Surrounding Zoning & Land Uses:

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

Application Request

The applicant requests approval of a Text Amendment to Section 6-106(E)(4) and Section 11-603(M)(2) of the Zoning Code to allow for Lifestyle Housing as a Special Use in the O-1 Specialty Office District, a Planned Development Concept Plan, and a Special Use Permit to allow for a Planned Development and Lifestyle Housing in the O-1 Specialty Office District, for Vine Street Station, which will consist of twelve (12) lifestyle housing units within a former private school building on a 0.61-acre site located at 125 S. Vine Street.

The applicant and Zion Lutheran Church are also seeking approval of a Major Adjustment to the Zion Lutheran Church Planned Development, approved by Ordinance No. 2004-15 and subsequently amended, to remove the proposed Vine Street Station development from the existing Planned Development and to allow for new modifications to the Zoning Code. The existing Planned Development includes eight (8) parcels with three (3) buildings on a 1.96-acre site. Holladay Properties intends to purchase 0.61-acres of the 1.96-acre Planned Development site consisting of the former private school building at 125 S. Vine Street and 56.6 feet of the rear yard of 116 S. Grant Street, the single-family home currently used as the Pastor's residence. With the future application of a Detailed Plan and concurrent Plat of Subdivision submittal, the applicant intends to rezone the 0.61-acre site from the IB Institutional Buildings District to the O-1 Specialty Office District.

The following approvals are required in the future and the current application requests are contingent upon these approvals being granted at a later date:

- Planned Development Detailed Plan with Modifications to the Zoning Code & Final Plan
- Tentative Plat of Subdivision / Final Plat of Subdivision
- Map Amendment to rezone 0.61-acres from the IB District to the O-1 District
- Exterior Appearance and Site Plan Review

Background

The existing membership organization building at 204 S. Grant Street was originally constructed in 1915 and the private school building at 125 S. Vine Street was constructed in 1931. In 2004, a Planned Development for Zion Lutheran Church was approved for the 2.3-acre site that included the membership organization building, private school building, and four residential lots (116, 208, 212 S. Grant Street / 209 S. Vine Street). A building addition to the membership organization building was also approved to allow for a child daycare facility. Because the property was developed decades before the adoption of the Village's Zoning Code, zoning relief to the bulk requirements of the IB District was granted for various existing non-conforming conditions and proposed building addition. In 2013, the two single-family homes at 201 and 205 S. Vine Street were removed from the Planned Development and rezoned to the R-4 District, reducing the overall size of the Planned Development and creating new modifications to the Zoning Code. According to the applicant, a private school has not operated in the building at 125 S. Vine Street since 2018 and the former gym was most recently used for baseball batting practice.

Text Amendment / Special Use Permits

Lifestyle housing must be approved as part of a Planned Development and is considered a Special Use allowed only in the B-1 Community Business District, the B-3 General Business District, and the O-2 Limited Office District. The general standards for Planned Developments are outlined in Section 11-603(E). The applicant is proposing a Text Amendment to Section 6-106(E)(4) and Section 11-603(M)(2) to allow for lifestyle housing as a Special Use in the O-1 Specialty Office District, the zoning district that the applicant intends to rezone the 0.61-acre property to in the future upon separate application. Approval of a Special Use Permit is required for both a Planned Development and to allow for lifestyle housing.

Detailed Project Description – Planned Development Concept Plan

Site Plan – The applicant is proposing to convert the former private school building into twelve (12) lifestyle housing units. The existing parking lot, which includes seven (7) spaces, and the playground will be removed and replaced with a new access drive off of Second Street and a small exterior parking lot with a loading area. The proposed site plan consists of three (3) small outdoor park areas, all of which are proposed to be privately owned and maintained:

- 1) Corner Park – A 3,535 square foot park is proposed at the corner of Vine Street and Second Street, which will be open and accessible to the general public. The outdoor area will include a concrete walkway, benches and a masonry knee wall for seating, landscaping, and sculptural art.
- 2) Private Formal Sitting Garden – A 6,265 square foot private formal sitting garden will be located to the east of the building / parking lot and will include a permeable pavement walkway, a masonry knee wall for sitting, and landscaping. The outdoor area will be bordered by an open six (6) foot tall wood fence on the east and west sides, a solid six (6) foot tall wood fence on the north side, and no fencing on the south side along Second Street.
- 3) Private Courtyard – A 2,774 square foot private courtyard is proposed to the south of the building in existing open space along Second Street to be used exclusively for residents. The existing flagpole will be removed and the area will include a grill station, fire pit, and landscaping surrounded by a new brick and metal fence.

The conceptual landscape plan indicates the preliminary designs for these outdoor areas, proposed plantings, and where trees are to be removed and planted. A solid six (6) foot tall wood fence will extend along the majority of the north property line, which buffers office buildings in the O-1 District.

The project requires zoning relief for various bulk requirements, largely due to existing conditions such as setbacks and height. Waivers to Section 6-111(H)(7) of the Zoning Code are requested to allow for structures and uses in required yards. The balconies on the north, south, and west elevations, an awning on the south elevation, and the outdoor grill and fire table in the private courtyard south of the building will all encroach into required yards (which are existing non-conforming setbacks and yards). A relief is also requested to Section 9-12-3 of the Village Code to allow for a five (5) foot tall brick and metal fence that is partially solid within the required corner side yard along Second Street. Four (4) foot tall solid fences or five (5) foot tall open fences (when greater than 1/3 of the total fence contour is open) are allowed by code when constructed of cast aluminum or wrought iron if the property on which the fence is located has a front lot line width of at least 125 feet and a total lot area not less than 30,000 square feet. The development does not meet the minimum front lot width or lot area requirements, so a modification is requested to allow for the type of fence proposed.

The existing building is partially located in a floodplain and the project will be required to meet all Village codes and requirements of the DuPage County Countywide Stormwater & Flood Plain Ordinance. Engineering plans will be required and reviewed prior to formal review of the Detailed Plan.

Interior Floor Plans – Underground parking will be provided on the lower level (basement) and six (6) residential units will be provided per floor. Of the 12 total units, four (4) will be two-bedroom units plus a den (previously proposed to be three-bedroom units) and eight (8) will be two-bedroom units, ranging in size from 1,148 to 1,615 square feet. The interior of the building will also include an elevator, bicycle parking, and a garbage room. The proposed development meets the density requirements for lifestyle housing. A minimum lot area of 2,219.9 square feet per unit is proposed, which exceeds the minimum 1,000 square feet required per unit. Lifestyle housing developments are also allowed a maximum of 35 units per acre. The applicant is proposing 19.6 dwelling units per acre.

Parking & Loading – Per Section 11-603(M)(6), lifestyle housing units are required to provide one and a half (1.5) parking spaces per unit. A total of 18 parking spaces are required and 25 spaces are proposed, which includes one (1) accessible space. The proposed parking on site exceeds code requirements, providing two (2) spaces per unit with one (1) additional space.

The applicant is proposing several modifications to the Village's parking and loading requirements, including a one (1) foot reduction to the required width of all interior and exterior parking spaces from nine (9) feet wide to eight (8) feet wide. The length of the parking spaces exceeds code requirements, measuring 20 feet long compared to the 18 feet required by code. A reduction to the required drive aisle width in the parking garage is also proposed, from a required 24 feet to 20 feet 2 inches wide.

Per Section 9-105, the first loading space for a building in excess of 10,000 square feet shall measure 10 feet wide and 30 feet long and all other spaces shall be standard size measuring 10 feet wide and 25 feet long. A modification has been requested to allow for a loading area measuring 10 feet wide by 20 feet long. It should be noted that an access door appears to encroach into this area.

Traffic / Right-of-Way Improvements – A preliminary traffic impact statement by KLOA, Inc. is included in the application packet for review. Per the findings, the residential project is anticipated to generate less traffic than a private school or office building and it is recommended to convert Second Street from a one-way street to a two-way street to better facilitate traffic flow. Second Street is currently a one-way street that accommodates westbound traffic from Grant Street to Vine Street.

There are seven (7) non-complaint angled parking spaces in the parkway on Second Street. To bring this area into compliance, the applicant will remove the angled parking spaces and install a new curb, grass, and two (2) parkway trees. The applicant will also replace any sidewalks or pavement in the right-of-way that necessitates replacement. A full traffic study and additional information on any proposed right-of-way improvements, parking, and signage will be provided with future submittals.

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

There are no changes to the building height, however, a modification has been requested to allow for the existing building height of 38 feet 5 inches as it exceeds the 33 feet allowed for lifestyle housing. Screening panels, which are not counted toward building height, will be installed and will match the color of the building brick on the roof to screen mechanical and elevator equipment. At this time, the proposed plans do not indicate if signage is proposed. Lighting details and other building details will be required for review as part of the Detailed Plan for the Planned Development.

Parks & Open Space – The three privately owned and maintained outdoor park spaces have a combined area of 0.28-acres (12,574 square feet). The 3,535 square foot park located at the corner of Vine Street and Second Street will be open and accessible to the public, while the two other parks will be accessible only to building residents. Based on initial calculations, the applicant is required to dedicate 0.18-acres of park land to the Village to meet the requirements of Section 11-1-12(G) of the Village Code, which does not meet the standard minimum land dedication size of 10,000 square feet in area, with no dimension measuring less than 100 feet.

Smaller parks can be approved by the Village Board if warranted. Alternatively, private common open space can be approved in place of park land dedication subject to meeting code requirements. If private park space is approved in lieu of public park space, the applicant will be required to depict these outdoor areas as private common open space on the Final Plat of Subdivision and shall record covenants establishing the provisions required by the Village Code. Open space and park land requirements must be verified during the Detailed Plan review stage in accordance with Title 11 of the Village Code.

Zoning Code Compliance & Proposed Modifications to Code Requirements – The applicant is requesting relief from various Zoning Code requirements as part of the Planned Development. A large number of these modifications result from existing conditions. Due to the level of detail provided for a Planned Development Concept Plan, additional information will be needed with future submittals for staff to confirm all bulk requirements and Village codes are met. As is usual, bulk requirements will be verified during the Detailed Plan submittal. The applicant has provided preliminary estimates for review as part of the current submittal. Additional modifications to the code may be identified in the future.

Major Adjustment to Zion Lutheran Church Planned Development

A Major Adjustment to the existing Planned Development has been requested to allow for the removal of 0.61-acres for Vine Street Station. The shared rear lot line between 125 S. Vine Street and 116 S. Grant Street will be relocated 56.6 feet to the east, reducing the lot size and lot depth of 116 S. Grant Street. Approval of a Tentative and Final Plat of Subdivision will be required as part of Detailed Plan for the Vine Street Station Planned Development. There are no other proposed changes within the existing Zion Lutheran Church Planned Development, at either 116 S. Grant Street or 204 S. Grant Street.

The applicant has provided two tables of compliance, one for the proposed changes to the overall Planned Development and one specifically to show the impacts to 116 S. Grant Street. Although 116 S. Grant Street will remain part of the Zion Lutheran Church Planned Development, a separate analysis was completed based on the requirements of the O-1 District, which the surrounding properties to the north and east are zoned, to show how the lot would compare to the bulk requirements in the case that the lot was ever rezoned to the O-1 District in the future and removed from the Planned Development. The property would comply with the lot area and lot size requirements for the O-1 District.

New modifications to the Zoning Code are requested as a result of removing the 0.61-acre site from the Planned Development. In addition to the requested waivers, all waivers previously granted relative to the Planned Development under the original approval and subsequent amendments shall continue in full force and effect, unless no longer required or are amended. The Planned Development was previously granted a modification to increase the floor area ratio (FAR) to 0.537, above the maximum FAR of 0.50 allowed in the IB District. With the removal of the 0.61-acres and the private school building, the Planned Development will have an FAR of 0.47, which is under the maximum amount allowed and a modification is no longer required.

Review Process

The current request is for the approval of a Planned Development Concept Plan, a Special Use Permit to allow for a Planned Development and Lifestyle Housing in the O-1 District, a Text Amendment to allow for Lifestyle Housing as a Special Use in the O-1 District, and a Major Adjustment to the Zion Lutheran Church Planned Development to remove the proposed Vine Street Station development from the existing Planned Development. The applicant will be required to obtain future approval of an Exterior Appearance and Site Plan Review, Detailed Plan and Final Plan for a Planned Development, Tentative Plat of Subdivision / Final Plat of Subdivision, and a Map Amendment from the IB District to the O-1 District for Vine Street Station.

Text Amendment – Text Amendments are subject to the requirements of Section 11-601 of the Zoning Code. A public hearing shall be set, noticed, and conducted by the Plan Commission in accordance with Section 11-303. Within 45 days following the conclusion of the public hearing, the Plan Commission shall transmit to the Board its recommendation. The failure of the Plan Commission to act within 45 days following the conclusion of the hearing, or further time to which the applicant may agree, shall be deemed a recommendation for the approval of the proposed amendment. Within 60 days following the receipt of the recommendation of the Plan Commission, or its failure to act as above provided, the Board shall either deny the application or, by ordinance duly adopted, shall grant the amendment, with or without modifications or conditions. The failure of the Board to act within 60 days, or such further time to which the applicant may agree, shall be deemed to be a decision denying the special use permit. The standards in Section 11-601(E) shall be considered for all Amendment applications.

Special Use Permit – If the concurrent Text Amendment application is approved, approval of a Special Use Permit would also be required to allow for a Planned Development and lifestyle housing in the O-1 District. Special Use Permits are subject to the requirements of Section 11-602 of the Zoning Code. No Special Use Permit shall be recommended or granted unless the applicant shall establish that the standards listed in Section 11-602(E) are met.

Planned Development Concept Plan – The purpose of 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. Approval of a Concept Plan after a public hearing by the Plan Commission and by the Village Board *binds* both the applicant and the Village with respect to various elements of the development listed in Section 11-603(D) of the Zoning Code, including: (1) categories of uses to be permitted, (2) general location of residential and nonresidential land uses, (3) overall maximum density of residential uses and intensity of nonresidential uses, (4) the general architectural style of the proposed development, (5) general location and extent of public and private open space including recreational amenities, (6) the general location of vehicular and pedestrian circulation systems, (7) staging of development and (8) the nature, scope and extent of public dedications, improvements or contributions to be provided by the applicant. Contingent on the approval of the requested Text Amendment, Concept Plan, and Special Use Permits, a subsequent Detailed Plan shall be submitted to refine the Concept Plan, in accordance with Section 11-603.

Major Adjustment to the Zion Lutheran Church Planned Development – In accordance with Section 11-603(K), the Board of Trustees may, by ordinance duly adopted, grant approval of a Major Adjustment without a hearing upon finding that any changes will be consistent with the concept and intent of the final plan. If the Board determines that a Major Adjustment is not consistent with the concept and intent of the final plan as approved, then the Board shall refer the request to the Plan Commission for further hearing and review in accordance with the Planned Development Detailed Plan review process.

The Plan Commission shall at the public meeting review the application for a Major Adjustment. Within 60 days following the conclusion of the public meeting, the Plan Commission shall transmit to the Board of Trustees its recommendation on whether the request is in substantial conformity with the previously approved plans and merits approval, without or without modifications or conditions. In general, substantial conformity is an assessment of how much a project deviates from the original plans and looks at changes to land use, number of units, building coverage, open space, or other bulk regulations.

The applicant originally stated that the removal of the Vine Street Station is within substantial conformity with the original approved plans for the existing Planned Development. Based on the recommendation from staff and the Plan Commission that the project will result in a change to the land uses within the development as well as open space, the applicant has revised their plans to acknowledge that the proposed plans are not within substantial conformity with the approved plans.

Discussion & Recommendation

Village Board – Request for a Referral to the Plan Commission – On February 15 and March 1, 2022, the Board reviewed the request for a referral. Pursuant to Section 11-601(D)(2)(a) of the Zoning Code, every properly filed and completed application for an amendment shall be referred to the Village Board for a determination as to whether the application merits a hearing and consideration by the Plan Commission or should be summarily denied.

At the meeting, there was a discussion on the visibility and screening of rooftop mechanical units and elevator shaft, unit sale price, amenity spaces, garbage and delivery areas, converting Second Street from one-way to two-way traffic, renting and possible future property maintenance issues, like residents storing items on balconies. A homeowners association will be established and bylaws would be approved by the Board as part of the future approval. The condo units were originally proposed to be age-targeted to empty nesters, however, the applicant stated that they are okay with converting them to age-restricted to avoid impacts to the schools based on Trustee feedback.

On March 1, 2022, the Village Board referred this application with the following comments for the Plan Commission to consider:

- Parking Space Size – Evaluate if the 8 foot wide parking spaces are appropriate as the Zoning Code requires parking spaces to be 9 feet wide, which is the standard size required in other communities.
- Proposed Open Spaces – Evaluate the design and location of the proposed open park spaces. It was specifically noted that the private courtyard to the south of the building on Second Street is across the street from a single-family home and potential impacts should be evaluated.
- Public Benefit – Evaluate the public benefit provided from this project. The park to the west of the building at Vine Street and Second Street is currently proposed to be open to the public, however, the formal sitting area to the east of the building is listed to be for private use only and could be may open to the public instead.

Plan Commission – Public Hearing – On May 24, 2022, the project was reviewed at a public hearing at a special meeting. Drew Mitchell and Michael O'Connor representing Holladay Properties Services Midwest, Inc. and Christopher Walsh, the architect for the project representing Tandem, Inc., provided a presentation and answered questions from the Plan Commission. A representative of Zion Lutheran Church was in attendance in the audience.

Overall, the Plan Commission expressed support for the project as it utilized an existing building that would be compatible with the surrounding area and incorporated unique architectural design features. Topics discussed included details on the building and site design, converting Second Street from one-way to two-way traffic, guest parking, the size of the proposed parking spaces and drive aisle width for underground parking, flooding and stormwater, the private park spaces, and various requested modifications to the bulk regulations in the Zoning Code.

Two (2) members of the public spoke at the public hearing, both of which live nearby the proposed development. Both members of the public expressed overall support for the project, but discussed potential concerns over stormwater, the existing floodplain, and flooding with future development. It was noted that flooding has occurred in the past on Vine Street and Second Street. The developer was asked to look into stormwater best management practices when they prepare their engineering plan. The applicant will provide engineering plans for review prior to the Detailed Plan review and will be required to meet all code requirements by the Village and DuPage County.

Existing parking issues on Vine Street were also discussed, which were believed to be caused by a nearby therapy office or possible enforcement and signage issues. The two residents did not want this development to contribute to additional parking issues on Vine Street. The majority of the Plan Commission found that the conversation of Second Street from one-way to two-way traffic could benefit the residential development, as one-way traffic was more suitable for the private school and this development would not generate the same traffic levels. The two members of the audience were not opposed to converting the street to two-way traffic.

Other major topics discussed at the meeting are summarized below:

- Building Elevations – The Plan Commission suggested adding windows or another architectural feature to the blank wall on the east elevation and possible ways to make the north elevation more attractive. It was noted that careful consideration of any proposed lighting will need to be take place with the Detailed Plan to ensure that there are no negative impacts to adjacent single-family homes.
- Proposed Open Spaces – In reference to the comments provided by the Village Board on March 1, 2022, the Plan Commission did not express concern over the design or location of the private fenced courtyard area located to the south of the building on Second Street with the outdoor fire pit.
- Public Benefit – One Commissioner recommended that the eastern park off of Vine Street, to be for private use by residents only, could be made accessible to the public. It was also discussed if an easement, deed restriction, or ordinance condition could be put in place to provide additional protection of this area as open space in perpetuity. Only the park on the corner of Vine Street and Second Street, which will be open to the public, is required to be platted as an open space easement on the Plat of Subdivision to get credit for park space under the Village Code.
- Parking – The majority of Commissioners agreed the 8 foot wide parking space size was not a significant problem, which was discussed at the Village Board meeting on March 1, 2022. Additional details on the parking space sizes and guest parking will be provided with the Detailed Plan for the Planned Development. Several Commissioners recommended the applicant explore if additional guest parking can be provided in the Zion Lutheran Church parking lot to the south.
- Age-Restricted vs. Age-Targeted Units – The majority of the Commission appeared to agree that the condominium units should be age-targeted. It was discussed that an age restriction could create issues for selling units in the future and several Commissioners agreed that the building design and amenities, the small number of units, and the smaller size of the units would largely appeal to an older age group rather than families with children, therefore lessening impacts to the school districts. Commissioners recommended that the developer provide data on the potential impacts to the school districts, similar to the information provided for Hinsdale Meadows, another age-targeted residential project approved by the Village in recent years. Similar to Hinsdale Meadows, the Village can explore additional language in the Homeowners Association by-laws to be submitted for review with the Planned Development Detailed Plan. Mr. Mitchell stated that they intend to move the project forward even if the Village requires the units to be age-restricted.

By a vote of seven (7) ayes and zero (0) nays, with two (2) absent, the Plan Commission recommend approval of the following for Case A-35-2021:

- A Text Amendment to Section 6-106(E)(4) and Section 11-603(M)(2) of the Zoning Code to allow for Lifestyle Housing as a Special Use in the O-1 Specialty Office District, as submitted
- A Planned Development Concept Plan for the development of Vine Street Station consisting of twelve (12) lifestyle housing units within an existing building located on a 0.61-acre site at 125 S. Vine Street, with the suggested modification that the units be age-targeted, not age-restricted.

- Special Use Permits to allow for a Planned Development and Lifestyle Housing in the O-1 Specialty Office District for Vine Street Station.
- A Major Adjustment to the Zion Lutheran Church Planned Development to allow for an approval without substantial conformity to remove the proposed Vine Street Station development from the existing Planned Development and to allow for new modifications to the Zoning Code.

Since the public hearing, the applicant has provided revised plans addressing several items discussed at the Plan Commission meeting and submitted additional information on the potential impacts to the D181 and D86 school districts, as summarized below:

- Proposed Open Spaces / Public Benefit – The applicant has requested that the eastern park space on Second Street continue to remain private, for use by building residents only.
- Engineering – The applicant confirmed engineering details for the flood plain and stormwater. Engineering will be reviewed prior to the applicant submitting for the Detailed Plan in the future.
- Parking – The applicant confirmed that Zion Lutheran Church indicated that their parking lot to the south of the site across Second Street would be available for overnight guests of residents. The site plan also proposed parallel parking on Second Street, if the street is converted to two-way traffic.
- Building Elevations – Additional windows and two black metal lattice features that will accommodate vine plantings are proposed on the east elevations to reduce the blank brick wall appearance.
- Unit Bedrooms – Of the twelve total units, the applicant was originally proposing four three-bedroom units and eight two-bedroom units. All four three-bedroom units are now proposed to two-bedroom units plus a den.
- Age-Restricted vs. Age-Targeted Units – A fiscal analysis completed by Teska Associates estimates the development has the potential to result in three (3) school-aged children. Holladay Properties also provided data from the 94-unit Burlington Station project located in Downers Grove. Data was also provided for the 8-unit condominium project in Clarendon Hills, which is located in the same school districts as the proposed Vine Street Station site. Both projects are reported to have created zero new school-age children.

As is standard practice, the recommendations of the Plan Commission have been included in the proposed ordinance for review by the Village Board and may be modified by the Village Board. The proposed recommendation for age-targeted units in the draft ordinance for the Planned Development Concept Plan and Special Use Permits is highlighted in red.

If approved by the Village Board and subject to any imposed conditions, the applicant will be required to provide final plans with the Detailed Plan to the Village for review and approval. This includes but is not limited to the final site plan, landscape plan, building elevations, lighting, engineering, right-of-way improvements and the conversion of Second Street from one-way to two-way traffic plans, a final traffic impact study, and homeowner's association by-laws.

Village Board and/or Committee Action

The project was reviewed at a First Reading on July 12, 2022. Drew Mitchell and Michael O'Connor representing Holladay Properties Services Midwest, Inc. and Christopher Walsh, the architect for the project representing Tandem, Inc., provided a presentation and answered questions.

The applicant provided an overview of the changes to the plans since the Plan Commission meeting. There was a discussion on the size of the parking spaces and the width of the drive aisle in the underground parking garage, where Trustees noted that they would like the project to meet the Village's Code requirements and this item will be evaluated with the Detailed Plan submittal.

The applicant presented updated information on age-targeted versus age-restricted units based on the Plan Commission's recommendation and agreed that the units would be age-restricted based on the recommendation by the Board of Trustees. The change from three bedrooms to two bedrooms plus a den was discussed, which the applicant noted was to provide a flexible space based on the changing demand in the real estate market. The short-term rental of units would also be restricted and written into the HOA covenants, to be submitted for review with the Detailed Plan submittal.

There was also a discussion on the design elements of the park spaces and which areas are to be private or publicly accessible. Several Trustees noted that they were okay with the eastern outdoor area to be for residents only and leaving it to the HOA to determine the use in the future, but it was noted that the design and lack of fencing could end up having the public use this space.

It was recommended that Second Street remain one-way and not be converted to two-way traffic as part of this project. The pastor of Zion Lutheran Church noted there could be issues with the conversion of the street. If traffic becomes an issue in the future, the street can be evaluated later on. The applicant will still remove the non-conforming angled parking spaces and install a landscaped parkway with street trees on Second Street even though the one-way traffic plan will remain in place.

The Village Board moved the item forward for a Second Reading. Based on the discussion at the meeting, the draft ordinance has been revised to include the following changes:

- The units are to be age-restricted.
- No rentals of individual units for a time period of less than six (6) months, with such restriction to be included in the by-laws and rules of the property owners' association and all declarations, covenants, and restrictions to be recorded relative to the planned development to be included in the Detailed Plan submittal.
- Second Street is to remain one-way traffic. The Petitioner shall work with the Village to determine any changes to existing street signage as a result of the improvements to the Second Street right-of-way, which entails removal of the non-conforming angled parking spaces and installation of a landscaped parkway with street trees, with the Detailed Plan submittal.
- The proposed waiver to the Zoning Code for the drive aisle width in the underground parking garage was removed.
- The language for the proposed waived to the Zoning Code for parking space size was modified to read: "Parking Space Stalls – While currently, a reduction in parking space stall width from 9' to 8' is proposed, the Petitioner shall work between the time of this approval and submission of the Detailed Plans to increase parking space width to be code compliant."

A copy of the ordinance showing proposed changes is attached, in addition to the final clean version, for the Board of Trustees to review.

Documents Attached

1. Ordinance Amending Sections 6-106 ("Special Uses") and 11-603 (Planned Development) of the Hinsdale Zoning Code to Authorize Planned Developments for Lifestyle Housing in the O-1 Specialty Office District
2. Ordinance Approving a Planned Development Concept Plan and Special Use Permits for a Planned Development and Lifestyle Housing – 125 S. Vine Street – Holladay Properties Services Midwest, Inc. and Zion Lutheran Church

3. Ordinance Approving a Major Adjustment to a Planned Development Relative to Removal of Certain Properties from an Existing Planned Development and Waivers Related to Property Remaining in Same – Holladay Properties Services Midwest, Inc. And Zion Lutheran Church

Previous Attachments: The following related materials for this case were provided for the Board of Trustees on July 12, 2022, and can be found on the Village website at: https://cms1files.revize.com/revize/hinsdaleil/document_center/VillageBoard/2022/%2007%20JUL/VB_OT%20packet%2007%2012%2022.pdf

- Zoning Map and Project Location
- Aerial View
- Birds Eye View
- Street View
- Summary of Past Approvals and Ordinances [Ordinances are available on request from the Community Development Department]
- Proposed Text Amendment to Section 6-106 (E)(4) and Section 11-603(M)(2) of the Zoning Code
- Proposed Modifications for Vine Street Station and Zion Lutheran Church Planned Development
- Zoning Code Section 12-206 - Definition of Substantial Conformity
- Project Application Packet and Exhibits
- Draft Ordinances
- Draft Plan Commission Findings and Recommendations

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 6-106 ("SPECIAL USES") AND 11-603 (PLANNED DEVELOPMENT) OF THE HINSDALE ZONING CODE TO AUTHORIZE PLANNED DEVELOPMENTS FOR LIFESTYLE HOUSING IN THE O-1 SPECIALTY OFFICE DISTRICT

WHEREAS, the Village of Hinsdale (the "Village") has received an application (the "Application") from Holladay Properties Services Midwest, Inc. and Zion Lutheran Church (collectively, the "Applicant") pursuant to Section 11-601 of the Hinsdale Zoning Code ("Zoning Code") for amendments to the text of Sections 6-106 and 11-603 of the Zoning Code to allow planned developments for lifestyle housing as special uses in the O-1 Specialty Office Zoning District (the "Proposed Text Amendments"); and

WHEREAS, the Board of Trustees has given preliminary consideration to the Application pursuant to Section 11-601(D)(2) of the Hinsdale Zoning Code, and has referred the Application to the Plan Commission of the Village for consideration and a hearing. The Application has otherwise been processed in accordance with the Hinsdale Zoning Code, as amended; and

WHEREAS, on May 24, 2022, the Plan Commission held a public hearing on the Proposed Text Amendments. The public hearing on the Application was pursuant to notice thereof properly published in *The Hinsdalean* on April 28, 2022. After considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the Proposed Text Amendments by a vote of seven (7) in favor, zero (0) against and two (2) absent, as set forth in the Plan Commission's Findings and Recommendation for Plan Commission Case No. A-35-2021 ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit A** and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village have duly considered the Findings and Recommendation of the Plan Commission, the factors set forth in Section 11-601(E) of the Hinsdale Zoning Code and all of the facts and circumstances affecting the Application.

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

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

Section 2: Findings. The President and Board of Trustees, after considering the Findings and Recommendation of the Plan Commission, and other matters properly before it, adopts and incorporates the Findings and Recommendation of the Plan

Commission as the findings of this President and the Board of Trustees, as completely as if fully recited herein at length, The President and Board of Trustees further find that the Proposed Text Amendments set forth below are demanded by and required for the public good.

Section 3: Amendment to Section 6-106 (Special Uses). Article VI (Office Districts), Section 6-106 (Special Uses), subsection E. (Miscellaneous) of the Hinsdale Zoning Code is hereby amended to read in its entirety as follows:

Sec. 6-106: Special Uses:

Except as specifically limited in the following table, the uses listed in the following table may be permitted in the Office Districts indicated subject to the issuance of a special use permit as provided in section [11-602](#) of this Code. In interpreting the use designations, reference should be made to the "Standard Industrial Classification Manual" (see appendix A of this Code) and section [11-501](#) of this Code. SIC codes are given in parentheses following each use listing.

E. <i>Miscellaneous:</i>			
1. Planned developments.	1.	S	S
2. Hotels (7011).			S
3. One dwelling unit accessory to a funeral home or parlor.		S	
4. Lifestyle housing, subject to the planned development provisions of subsection 11-603M of this Code.	<u>S</u>	S	

Section 4: Amendment to Section 11-603 (Planned Developments). Article XI (Amendments and Special Approvals), Section 11-603 (Planned Developments), subsection M.2 (Lifestyle Housing; Location Restrictions) of the Hinsdale Zoning Code is hereby amended to read in its entirety as follows:

Sec. 11-603: Planned developments:

M. Lifestyle Housing:

2. Location Restrictions: Lifestyle housing shall be permitted only in the B-1 community business district, the B-3 general business district, the O-1 specialty office district, and the O-2 limited office district. Further, lifestyle housing shall be permitted only on property where the purposes set forth in subsection M1 of this section are advanced. Further, lifestyle housing shall be permitted on any particular parcel of land

only if the proposed development is, in the determination of the board of trustees, compatible with adjacent land uses. For example, but only by way of example, a row house style development may be appropriate on a parcel of land located adjacent to existing residential uses but a condominium development on that same parcel may not be appropriate; or, the board of trustees may determine under all of the standards applicable to special use permits, site plans, exterior appearance plans, planned developments, and lifestyle housing that no multiple-family use of any kind is appropriate on that same parcel.

Section 5: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 6: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this _____ day of _____ 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2022, and attested to by
the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

Exhibit A

**FINDINGS AND RECOMMENDATION
(ATTACHED)**

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

APPLICATION: Case A-35-2021 – Text Amendment, Planned Development Concept Plan, and Special Use Permit to allow for the development of Vine Street Station consisting of twelve (12) lifestyle housing units within an existing building located at 125 S. Vine Street and a Major Adjustment to the Zion Lutheran Church Planned Development

PROPERTY: 125 S. Vine Street – Former private school building (PINs: 09-12-110-006; 09-12-110-007); 204 S. Grant Street – Membership organization building / church with child day care and preschool (PINs: 09-12-111-010; 09-12-111-011; 09-12-111-012; 09-12-111-017); 116 S. Grant Street – Single-family home / Pastor's residence (PINs: 09-12-110-014; 09-12-110-015)

APPLICANT: Holladay Properties Services Midwest, Inc. and Zion Lutheran Church

REQUEST: Text Amendment, Planned Development Concept Plan, Special Use Permit, and Major Adjustment to the Zion Lutheran Church Planned Development

PLAN COMMISSION (PC) REVIEW: May 24, 2022 (Special Meeting)

BOARD OF TRUSTEES 1ST READING: July 12, 2022

SUMMARY OF REQUEST: The Village of Hinsdale received an application from Holladay Properties Services Midwest, Inc. requesting approval of a Text Amendment to Section 6-106(E)(4) and Section 11-603(M)(2) of the Zoning Code to allow for Lifestyle Housing as a Special Use in the O-1 Specialty Office District, a Planned Development Concept Plan, and a Special Use Permit to allow for a Planned Development and Lifestyle Housing in the O-1 Specialty Office District, for Vine Street Station, which will consist of twelve (12) age-restricted lifestyle housing units within a former private school building on a 0.61-acre site located at 125 S. Vine Street. The project requires zoning relief for various bulk requirements, largely due to existing conditions such as building setbacks and height, as well as for structures and uses in required yards, fencing, perimeter landscape open space, and the sizing of parking spaces, loading spaces, and drive aisles.

Holladay Properties Services Midwest, Inc. and Zion Lutheran Church also request approval of a Major Adjustment to the Zion Lutheran Church Planned Development, approved by Ordinance No. 2004-15 and subsequently amended, to remove the proposed Vine Street Station development from the existing Planned Development and to allow for new modifications to the Zoning Code. The Planned Development currently includes eight (8) parcels with two (2) parking lots and three (3) buildings on a 1.96-acre site. Holladay Properties intends to purchase 0.61-acres of the 1.96-acre Planned Development site consisting of the former private school building at 125 S. Vine Street and 56.6 feet of the rear yard of 116 S. Grant Street, the single-family home currently used as the Pastor's residence.

The following approvals are not included in this request and the applicant would be required to obtain separate approval of these requests in the future: Planned Development Detailed Plan and Final Plan with Modifications to the Zoning Code; Tentative Plat of Subdivision / Final Plat of Subdivision; Map Amendment to rezone 0.61-acres from the IB Institutional Buildings District to the O-1 Specialty Office District; and, Exterior Appearance and Site Plan Review.

Office buildings in the O-1 Specialty Office District are located to the north and to the east of the property. Single-family detached homes in the R-4 Single Family Residential District are located to the south, east, and west of the property.

PUBLIC HEARING SUMMARY: A public hearing for the submitted applications was held on Tuesday, May 24, 2022, in Memorial Hall, in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois, pursuant to a notice published in *The Hinsdalean* on April 28, 2022. A copy of the published notice is attached hereto as **Exhibit 1** and made a part hereof. Mailed notice was sent to nearby property owners and a sign was posted by the applicant, as required by the Village's Zoning Ordinance ("Zoning Code"). In addition, the Village publicized the public hearing on its website.

At the duly and properly noticed public hearing, Drew Mitchell and Michael O'Connor representing Holladay Properties Services Midwest, Inc., provided a presentation to the Plan Commission on the proposed development. Christopher Walsh, the architect for the project representing Tandem, Inc., was also present and assisted with the presentation. A representative of Zion Lutheran Church was in attendance in the audience.

Following the presentation, the Plan Commission members asked the applicant questions and provided feedback on the project. The applicant responded to the questions by the Plan Commission members. Topics discussed during the public hearing included details on the building and site design, the conversation of Second Street from one-way to two-way traffic, adding extra windows to improve upon the building architecture, guest parking, the size of the proposed parking spaces and drive aisle for underground parking, flooding and stormwater, the proposed private park spaces, and various relief requested to the bulk regulations in the Zoning Code.

Of note, there was a discussion on whether the condominium units should be age-targeted versus age-restricted. The Village Board of Trustees recommended that the units be age-restricted to limit impacts to school districts. Several Plan Commissioners noted that they did not have concerns if the units were age-targeted instead of age-restricted, noting that this restriction could create issues for the future sale of the units and the design of the site, number of units, size of the units, and amenities provided would largely appeal to an older age group rather than families with children. Commissioners recommended that the developer provide data on the potential impacts to the school districts, similar to the information provided for Hinsdale Meadows, another age-targeted residential project approved by the Village in recent years. Additionally, similar to Hinsdale Meadows, the Village can explore additional language in the future Homeowners Association by-laws, which will be submitted for review by the Village Board with the Planned Development Detailed Plan. Mr. Mitchell stated that the applicant intends to move the project forward, even if the Village requires the units to be age-restricted, and would provide additional information for the Village Board to review.

Testimony was taken and heard by the Plan Commission on application requests. All persons testifying during the public hearing were sworn in prior to giving testimony. All persons wishing to be heard were given the opportunity to provide testimony on their own behalf. Two (2) members of the public spoke at the public hearing. Both members of the public expressed overall support for the project, but discussed potential concerns over stormwater, the existing floodplain, and flooding with future development. It was noted that flooding has occurred in the past on Vine Street and Second Street, and the proposed development should not make flooding in the area worse.

Existing parking issues on Vine Street were also discussed, which were believed to be caused by a nearby office or possible enforcement and signage issues. Members of the public did not want this development to contribute to additional parking issues on Vine Street and did not report concerns over converting Second Street from one-way to two-way traffic. There being no further questions or members of the public wishing to speak on the application, the public hearing was closed.

A transcript of the public hearing is attached hereto as **Exhibit 2** and made a part hereof.

MOTIONS AND RECOMMENDATIONS: On May 24, 2022, the Plan Commission made the following separate motions on the proposed Text Amendment, Planned Development Concept Plan, and Special Use Permits, and Major Adjustment to the Zion Lutheran Church Planned Development.

A motion was made by Commissioner Willobee, seconded by Commissioner Crnovich, to recommend approval of a Text Amendment to Section 6-106(E)(4) and Section 11-603(M)(2) of the Zoning Code to allow for Lifestyle Housing as a Special Use in the O-1 Specialty Office District, as submitted, for Case A-35-2021. The motion carried by the roll call vote of seven (7) ayes and zero (0) nays, with two (2) absent, as follows:

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

A motion was made by Commissioner Krillenberger, seconded by Commissioner Curry, to recommend approval of a Planned Development Concept Plan for the development of Vine Street Station consisting of twelve (12) lifestyle housing units within an existing building located on a 0.61-acre site at 125 S. Vine Street for Case A-35-2021, with the suggested modification that the units be age-targeted, not age-restricted. The motion carried by the roll call vote of seven (7) ayes and zero (0) nays, with two (2) absent, as follows:

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

A motion was made by Commissioner Crnovich, seconded by Commissioner Willobee, to recommend approval of a Special Use Permit to allow for a Planned Development and Lifestyle Housing in the O-1 Specialty Office District for Vine Street Station for Case A-35-2021. The motion carried by the roll call vote of seven (7) ayes and zero (0) nays, with two (2) absent, as follows:

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

A motion was made by Commissioner Willobee, seconded by Commissioner Crnovich, to recommend approval of a Major Adjustment to the Zion Lutheran Church Planned Development for Case A-35-2021 without substantial conformity to remove the proposed Vine Street Station development from the existing Planned Development and to allow for new modifications to the Zoning Code. The motion carried by the roll call vote of seven (7) ayes and zero (0) nays, with two (2) absent, as follows:

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

FINDINGS ON THE PROPOSED TEXT AMENDMENT: The Plan Commission, based upon the evidence presented at the public hearing, and pursuant to Section 11-601(E) of the Hinsdale Zoning Code, made the following Findings as to the Proposed Text Amendment:

STANDARDS FOR APPROVING TEXT AMENDMENT: Section 11-601(E) of the Zoning Code provides that the wisdom of amending the zoning map or the text of the Zoning Code is a matter committed to the sound legislative discretion of the board of trustees and is not dictated by any set standard. However, in determining whether a proposed amendment should be granted or denied the board of trustees should be guided by the principle that its power to amend this code is not an arbitrary one but one that may be exercised only when the public good demands or requires the amendment to be made. In considering whether that principle is satisfied in any particular case, the Board of Trustees should weigh, among other factors, certain factors:

1. The consistency of the proposed amendment with the purposes of this code.
2. The existing uses and zoning classifications for properties in the vicinity of the subject property.
3. The trend of development in the vicinity of the subject property, including changes, if any, in such trend since the subject property was placed in its present zoning classification.
4. The extent, if any, to which the value of the subject property is diminished by the existing zoning classification applicable to it.
5. The extent to which any such diminution in value is offset by an increase in the public health, safety, and welfare.
6. The extent, if any, to which the use and enjoyment of adjacent properties would be affected by the proposed amendment.
7. The extent, if any, to which the value of adjacent properties would be affected by the proposed amendment.
8. The extent, if any, to which the future orderly development of adjacent properties would be affected by the proposed amendment.
9. The suitability of the subject property for uses permitted or permissible under its present zoning classification.
10. The availability of adequate ingress to and egress from the subject property and the extent to which traffic conditions in the immediate vicinity of the subject property would be affected by the proposed amendment.
11. The availability of adequate utilities and essential public services to the subject property to accommodate the uses permitted or permissible under its present zoning classification.
12. The length of time, if any, that the subject property has been vacant, considered in the context of the pace of development in the vicinity of the subject property.
13. The community need for the proposed amendment and for the uses and development it would allow.

TEXT AMENDMENT FINDINGS: The Plan Commission found that a Text Amendment to Section 6-106(E)(4) and Section 11-603(M)(2) of the Zoning Code to allow Lifestyle Housing as a Special Use in the O-1 Specialty Office District is generally consistent with the purposes of the Zoning Code.

Lifestyle housing requires approval as part of a Planned Development and is considered a Special Use currently allowed only in the B-1 Community Business District, the B-3 General Business District, and the O-2 Limited Office District. The standards for Planned Developments are outlined in Section 11-603(E) and the specific regulations for lifestyle housing are set forth in Section 11-603(M).

The regulations for lifestyle housing are intended to authorize high quality townhouse and condominium housing that is attractive to existing Hinsdale residents who seek housing that requires less maintenance than single-family detached houses; residents who wish to remain in the village, close to neighbors, friends, and familiar institutions, near downtown shopping and amenities, and close to the transportation center of the village. Lifestyle housing may be appropriate on property near downtown Hinsdale and on property of a transitional nature between the downtown retail environment and nearby single-family residential areas.

Planned Developments are a specialized regulatory technique already provided for under the Zoning Code and appropriately used to provide flexibility and promote creativity for substantial developments. The allowance of lifestyle housing as a Special Use and as part of a Planned Development in the O-1 District will be subject to the detailed and rigorous review required for Planned Developments under the existing Code provisions, ensuring their use will be limited to appropriate circumstances.

The proposed Text Amendment will allow the consideration of the applications for Vine Street Station, which is aimed at filling a need for high-quality condominium dwellings near the downtown, allow for increase housing options for older population which are in limited supply in the Village, as well as future applications for developments that are able to meet the criteria for approving a Planned Development and Special Use.

The proposed Text Amendment will allow for the adaptive reuse of a historic former private school building for Zion Lutheran Church into twelve (12) lifestyle housing units that is compatible with the existing transitional nature of the area that includes a membership organization building and day care, office buildings, and single-family homes. The existing historic building fits within the context of the surrounding neighborhood and the massing, scale, and overall building envelope will be unchanged. The former private school building has been vacant for several years and with the proposed Text Amendment, would be able to be converted into residential units. The Plan Commission found the standards to have been met.

The applicant must obtain approval of a Map Amendment for the rezoning of the subject property from the IB Institutional Buildings District to the O-1 Specialty Office District upon separate application in the future.

FINDINGS ON THE PROPOSED PLANNED DEVELOPMENT CONCEPT PLAN AND RELATED SPECIAL USE PERMITS: The Plan Commission, based upon the evidence presented at the public hearing, and pursuant to Sections 11-602(E) and 11-603 of the Hinsdale Zoning Code, made the following Findings as to the application requesting Planned Development Concept Plan approval and a related Special Use Permit:

STANDARDS FOR SPECIAL USE: Section 11-602(E)(1) Special Use Permit Standards:

- a) **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 and with the general purpose and intent of the official comprehensive plan.
- b) **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.
- c) **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.

- d) 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.
- e) No traffic congestion. The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.
- f) 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.
- g) 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.

SPECIAL USE FINDINGS: The Plan Commission found the Planned Development to be in harmony with the Village's Code, Zoning Code and Comprehensive Plan, as well as the regulations for lifestyle housing set forth in Section 11-603(M). The project was found to be appropriate for the subject property and would benefit the community as a whole by providing additional residential units in the Village in a form that will be attractive to older people looking to downsize from larger single-family homes. Lifestyle housing would fill a need in the community and provide housing for empty-nesters looking to downsize and live near the downtown area.

The majority of the Plan Commission agreed that the condominium units should be age-targeted versus age-restricted, noting that a restriction could create issues for the future sale of the units and the design of the site, number of units, size of the units, and amenities provided would largely appeal to an older age group rather than families with children, therefore lessening impacts to the school districts. Several Commissioners requested additional data and evidence be submitted by the applicant to determine the potential impacts to the school districts.

Because the existing historic building will be preserved as part of the project and the building height will not increase, the scale of the building will remain unchanged and will fit into the surrounding area. It was noted that many of the proposed deviations from the Zoning Code regulations were a result of the existing conditions of the buildings, such as setbacks. The Commission was in support of the design of the building and proposed materials. Several Commissioners provided suggestions to improve upon the building elevations, such as including additional windows on the east elevation. It was noted that careful consideration of any proposed lighting will need to be take place at a later date with the Detailed Plan to ensure that there are no negative impacts to the adjacent single-family homes.

The property is located in a floodplain and the project will be required to meet all codes by the Village and DuPage County Stormwater and Flood Plain Ordinance. Several Commissioners and a member of the public asked about stormwater and flooding issues, where the applicant responded that they are reducing the amount of impervious surface as part of this project, restoring the existing non-conforming parking on Second Street into a landscaped parkway, and will be installing ample landscaping on site. Engineering plans will be prepared in the future and reviewed prior to the Detailed Plan submittal.

Adequate public facilities will be provided. The applicant is proposing three park spaces that will be privately owned and maintained by the future homeowner's association. One of the park areas will be accessible to the public and two which will be for condominium residents. The Plan Commission agreed that the proposed outdoor areas will provide a public benefit to the Village and surrounding neighborhood. One Commissioner stated that the east park space off of Second Street, which was intended for private use by residents only, could be made accessible to the public. It was also discussed if additional restrictions, such as an easement, deed restriction, or ordinance condition, could be put in place to provide additional protection of this area as open space. The future homeowner's association could

remodel and renovate the park area as needed, but it would be required to remain as open recreational space rather than be able to be converted into parking or additional development in the future.

The small park on the corner of Vine Street and Second Street, which will be open to the public, is required to be platted as an open space easement on the Plat of Subdivision to get credit for park space under the Village Code.

The majority of the Plan Commission found that the conversion of Second Street from one-way to two-way traffic could benefit the residential development, as one-way traffic was more suitable for the private school and this development would not generate the same traffic. The two members of the audience, who live near the proposed development, were also not opposed to converting the street to two-way traffic. The applicant noted that the preliminary traffic study indicated that the traffic volumes would be much lower for twelve (12) condominium units than the former private school that had roughly 200 student at one point in time.

Several Commissioners commented that parking for guests may be limited and could be an issue in the future. It was recommended that the applicant work with Zion Lutheran Church to determine if additional guest parking could be provided in the church parking lot to the south if needed. The development is code-compliant in terms of the number of parking spaces provided and the majority of Commissioners agreed the reduced size of the parking spaces was not a significant problem. Additional details on the parking space sizes and guest parking will be provided with the Detailed Plan for the Planned Development.

No destruction, loss, or damage of any natural, scenic, or historic feature of significant importance is anticipated, and the proposed Planned Development complies with additional standards imposed upon it through the Zoning Code other than for the waivers requested. The applicant intends to preserve the existing historic building and converted the former school into a residential use. The requested deviations from the Zoning Code regulations are largely a result of non-conforming conditions from utilizing an existing building.

OBJECTIVES OF PLANNED DEVELOPMENT PROCESS: The Plan Commission examined whether the application satisfies the specific objectives sought to be accomplished through the Planned Development process, as set forth in Section 11-603(B) (Purpose) of the Hinsdale Zoning Code:

1. Creation of a more desirable environment than would be possible through strict application of other Village land use regulations.
2. Promotion of a creative approach to the use of land and related physical facilities resulting in better design and development, including aesthetic amenities.
3. Combination and coordination of architectural styles, building forms, and building relationships.
4. Preservation and enhancement of desirable site characteristics such as natural topography, vegetation, and geologic features, the provision of screening or other facilities that benefit neighboring properties, and the prevention of soil erosion.
5. Provision for the preservation and beneficial use of open space.
6. An increase in the amount of open space over that which would result from the application of conventional subdivision and zoning regulations.
7. Encouragement of land uses that promote the public health, safety, and general welfare.

FINDINGS ON PLANNED DEVELOPMENT OBJECTIVES: The Plan Commission found these standards to have been met at this Concept Plan approval stage. In particular, the flexibility and use of land permitted by the Planned Development process will allow for the adaptive reuse and conversion of an existing vacant former historic school building into lifestyle housing condominium units and a

development targeted at empty-nesters within the Village in a manner that would not be possible through strict application of the Village's standard zoning regulations.

The initial design, preservation of the existing historic components of the building and proposed architectural details, and the existing building massing and scale, were considered attractive and compatible with the surrounding land uses. The design proposed for the project will be further refined in the Detailed Plan, but are initially found to be of high-quality consistent with those found elsewhere in the Village.

The proposed site plan improves an existing vacant building and will include new pervious surfaces, landscaping, and the conversion of non-conforming parking on Second Street into a new landscaped parkway with street trees. Open space is provided through three privately owned and maintained park spaces, one of which will be accessible to the public and will provide a benefit to the Village and surrounding neighborhood. An increase in the amount of open space over that which would result from the application of conventional subdivision and zoning regulations is offered via flexibility in bulk regulations and through providing three open park space areas.

Lifestyle housing aimed at empty-nesters is intended to promote the public health, safety and general welfare by providing additional residential units in the Village in a form that will be attractive to persons looking to downsize from larger single-family homes.

PLANNED DEVELOPMENT STANDARDS: The Additional Standards for Planned Developments set forth in Section 11-603(E)(2) of the Zoning Code are also found to be met by the Plan Commission. Section 11-603(E)(2) sets forth the following additional standards for Planned Developments:

2. Additional standards for all planned developments. No special use permit for a planned development shall be recommended or granted unless the applicant shall establish that the proposed development will meet each of the following additional standards:
 - (a) Unified ownership required. The entire property proposed for planned development treatment shall be in single ownership or under such unified control as to ensure that the entire property will be developed as a unified whole. All owners of the property shall be included as joint applicants on all applications and all approvals shall bind all owners. The violation of any owner as to any tract shall be deemed a violation as to all owners and all tracts.
 - (b) Minimum area. The district regulations of this Code establishing standards for particular types of planned development specify the minimum area required for some planned developments. In addition to meeting that specific standard, or where no specific standard is set, the applicant shall have the burden of establishing that the subject property is of sufficient size and shape to be planned and developed as a unified whole capable of meeting the objectives for which planned developments may be established pursuant to this Section.
 - (c) Covenants and restrictions to be enforceable by village. All covenants, deed restrictions, easements, and similar restrictions to be recorded in connection with the planned development shall provide that they may not be modified, removed, or released without the express consent of the Board of Trustees and that they may be enforced by the Village as well as by future landowners within the proposed development.
 - (d) Public open space and contributions. Whenever the Official Comprehensive Plan, Zoning Map, or Official Map indicates that development of a planned development will create a need for land for public purposes of the Village within the proposed planned development, the Board of Trustees may require that such area be designated and to the extent such need is specifically and uniquely attributable to the proposed development, dedicated to the Village for such use. In addition, the Board of Trustees may require evidence that all requirements of Village ordinances pertaining to the

dedication of land or the contribution of cash in connection with subdivisions or developments of land have been met as respects the proposed planned development.

(e) Common open space.

- (i) Amount, location, and use. The failure of a planned development to provide common open space shall be considered to be an indication that it has not satisfied the objectives for which such developments may be approved pursuant to this Code. When common open space is provided in a planned development, the amount and location of such open space shall be consistent with its intended function as set forth in the application and planned development plans. No such open space shall be used for the construction of any structure or improvement except such structures and improvements as may be approved in the Final Plan as appropriate to the intended leisure and recreational uses for which such open space is intended.
- (ii) Preservation. Adequate safeguards, including recorded covenants or dedication of development rights, shall be provided to prevent the subsequent use of common open space for any use, structure, improvement, or development other than that shown on the approved Final Plan. The restrictions must be permanent and not for a given period of years and must run with the land. Such covenants and dedications may provide that they may be released, but only with the express written consent of the Board of Trustees.
- (iii) Ownership and maintenance. The Final Plan shall include such provisions for the ownership and maintenance of such open space and improvements as are reasonably necessary to ensure their continuity, care, conservation, maintenance, and operation in accordance with predetermined standards and to ensure that remedial measures will be available to the Village if such open space or improvements are permitted to deteriorate or are not maintained in a condition consistent with the best interests of the planned development or the Village.
- (iv) Property owners' association. When the requirements of the preceding Subparagraph are to be satisfied by the ownership or maintenance of such open space or improvements by a property owners' association, such association shall meet each of the following standards:
 - (1) The by-laws and rules of the association and all declarations, covenants, and restrictions to be recorded must be approved as part of the Detailed Plan prior to becoming effective. Each such document shall provide that it shall not be amended in any manner that would result in it being in violation of the requirements of this subparagraph; and
 - (2) The association must be established and all covenants and restrictions must be recorded prior to the sale of any property within the area of the planned development designated to have the exclusive use of the proposed open space or improvements; and
 - (3) The association must be responsible for casualty and liability insurance, taxes, and the maintenance of the open space and improvements to be deeded to it; and
 - (4) Membership in the association must be mandatory for each property owner and any successive owner having a right to the use or enjoyment of such open space or improvements; and
 - (5) Every property owner having a right to the use or enjoyment of such open space or improvements must pay its pro rata share of the cost of the association by means of an assessment to be levied by the association that meets the requirements for becoming a lien on the property in accordance with statutes of the state of Illinois; and
 - (6) The association must have the right to adjust the assessment to meet changed needs. The membership vote required to authorize such adjustment shall not be fixed at more than two-thirds (2/3) of the members voting on the issue; and
 - (7) The village must be given the right to enforce the covenants; and

- (8) The village must be given the right, after ten (10) days' written notice to the association, to perform any maintenance or repair work that the association has neglected to perform, to assess the membership for such work and to have a lien against the property of any member failing to pay such assessment. For this purpose alone, the village shall have all the rights and powers of the association and its governing body under the agreements and declarations creating the association.
- (f) Landscaping And Perimeter Treatment: Any area of a planned development not used for structures or circulation elements shall be landscaped or otherwise improved. The perimeter of the planned development shall be treated so as to ensure compatibility with surrounding uses by means such as: provision of compatible uses and structures, setbacks, screening, or natural or manmade buffers. Every planned development having twenty (20) or more acres shall provide a perimeter landscaped open space along each of its boundaries; each such open space shall have a minimum depth equal to the minimum front yard required in the district in which it is located or which it abuts, whichever is greater.
- (g) Building And Spacing: No part of any building shall be closer to any part of any other building than ten feet (10'), or three feet (3') if a fire separation wall has been provided satisfactory to the village manager, plus one-half foot (1/2') for each one foot (1') by which either or both of such buildings exceed twenty five feet (25') in height.
- (h) Private Streets: Private streets are prohibited unless expressly approved by the board of trustees. If so approved, they shall meet all construction standards applicable to public streets. No such streets shall be approved except upon the condition that they shall be owned and maintained by a property owners' association meeting the requirements set forth in subsection E2(e)(iv) of this section.
- (i) Sidewalks: A sidewalk meeting the standards of the Hinsdale subdivision ordinance shall be provided along at least one side of every street in or abutting a planned development; provided, however, that such sidewalk may be constructed in a street right of way or as a specific element of the design of the planned development.
- (j) Utilities: All utility lines shall be installed underground.

PLANNED DEVELOPMENT STANDARDS: The Additional Standards for Specific Planned Developments set forth in Section 11-603(E)(3) of the Zoning Code are also found to be met by the Plan Commission. For this project, lifestyle housing is subject to the additional standards listed in Section 11-603(M). Special Exterior Appearance And Design Standards are also set forth Section 11-603(M)(5) and Special Bulk, Yard, And Space Standards are set forth in Section 11-603(M)(6).

Section 11-603(M) states that lifestyle housing is appropriate in furtherance of the following public purposes:

- (a) Local Atmosphere: To maintain the local, "small town" atmosphere of the areas within which lifestyle housing may be developed.
- (b) Compatibility: To ensure compatibility of new development with the existing characteristics of the area.
- (c) Transitional Areas: To protect sensitive areas of transition from one land use to another.
- (d) Attractiveness; Stimulation Of Downtown: To protect and enhance the village's attractiveness to longtime residents and to visitors, and to support and stimulate downtown businesses.
- (e) Strong Economy: To strengthen the economy of the village.

PLANNED DEVELOPMENT FINDINGS: The Plan Commission found these additional standards to have been met at this Concept Plan stage. Holladay Properties Services Midwest, Inc. and Zion Lutheran Church have currently applied for the application jointly. The proposed Vine Street Station site is currently

owned by Zion Lutheran Church and will be purchased by Holiday Properties to be held in unified ownership.

The Vine Street Station site meets the minimum area standards for lifestyle housing outlined in Section 11-603(M) and Planned Developments subject to approval of a Text Amendment to allow lifestyle housing in the O-1 District and a future approval of a Map Amendment to rezone the property to the O-1 District. The site is of sufficient size and shape to be planned and developed as a unified whole capable of meeting the objectives for Planned Developments.

The Village, as deemed necessary, shall provide specific language in compliance with Standard (c) for inclusion in the final covenants, deed restrictions, easements and homeowners declarations. The applicant will provide documents for the Village to review with the Detailed Plan submittal. With the inclusion of such language, the Village finds this standard to have been met.

The applicant is providing adequate public open space pursuant to the Village's Subdivision Ordinance, to meet the requirements listed in Section 11-1-12(G) of the Village Code. The applicant is proposing to construct three separate outdoor park and amenity spaces with a combined area of 0.28-acres, all of which will be privately owned and maintained by a future homeowner's association. The 3,535 square foot pocket park located at the corner of Vine Street and Second Street will be open and accessible to the public, in addition to building residents. The proposed 3,535 square foot pocket park will service as common open space, but does not meet the standard minimum land dedication size of 10,000 square feet in area or the requirement that no dimension measure less than 100 feet. However, the Village Code states that smaller parks can be approved if warranted. Alternatively, private common open space can be approved in place of park land dedication subject to meeting the requirements of Section 11-1-12. If private park space is approved in lieu of public park space, the applicant will be required to depict these outdoor areas as private common open space on the Final Plat of Subdivision and shall record covenants establishing the provisions required by the Village Code. Open space and park land requirements must be verified during the Detailed Plan review stage in accordance with Title 11 of the Village Code. No additional contributions are required at this time. The declarations and covenants of the homeowner's association shall be required, at the time of Detailed and Final Plan approval, to include the various requirements set forth in Section 11-603(E)(2)(e)(iv).

The applicant has provided a preliminary landscape plan that details ample landscaping on site and the conversion of existing non-conforming angled parking spaces on Second Street into a landscaped parkway with street trees. The width of perimeter landscaping is reduced in several areas due to the existing non-conforming building setbacks. The Detailed and Final Plan shall, upon approval, shall provide additional landscaping details, building spacing, sidewalks and utilities in compliance with the requirements of Section 11-603(E)(2). No private streets are proposed.

The Plan Commission found the additional standards for specific Planned Developments set forth in Section 11-603(E)(3) and Section 11-603(M) for lifestyle housing units have been met. The proposed development will maintain the local, small town atmosphere of the area where it is to be developed and will be compatible with the surrounding mix of single-family homes, offices, and church land uses by utilizing an existing historic building and maintaining the current building scale, massing, and height. The development will be located in a transitional area and additional details on the design, landscaping, and lighting will be provided with the Detailed Plan submittal. The architectural details and proposed building elevations were deemed unique and attractive and will support housing at the periphery of the downtown. The project is intended to provide housing for empty nesters and existing residents looking to down-size from their larger single-family homes.

The project largely meets the bulk, yard, and space standards for lifestyle housing set forth in set forth in Section 11-603(M)(6), with the exception of building height, which is an existing non-conforming condition and is not increasing under the proposed project. The applicant has requested several modifications to

the Zoning Code bulk regulations for the O-1 District, fencing, off-street parking, and loading. The project requires zoning relief for various bulk requirements, largely due to existing conditions such as building setbacks. In addition to all other applicable exterior appearance standards, the standards for lifestyle housing set forth in Subsections 11-605(E)(1)(b), (E)(1)(c), (E)(2)(a), (E)(2)(g), (E)(2)(h), (E)(2)(i), (E)(2)(j) and (E)(2)(k) were also deemed to have been met.

FINDINGS ON THE PROPOSED MAJOR ADJUSTMENT TO A PLANNED DEVELOPMENT: The Plan Commission, based upon the evidence presented at the public hearing, and pursuant to Section 11-603 of the Hinsdale Zoning Code, made the following Findings as to the application for a Major Adjustment to the Zion Lutheran Church Planned Development, approved by Ordinance No. 2004-15 and subsequently amended, to remove the proposed Vine Street Station development from the existing Planned Development and to allow for new modifications to the Zoning Code.

The Zion Lutheran Church Planned Development was originally established in 2004 as a 2.3-acre site. Because the property was developed decades before the adoption of the Village's Zoning Code, the existing buildings did not meet various bulk requirements of the IB District and the property was granted relief for existing non-conforming conditions and to allow for a proposed building addition. The Planned Development has been previously altered and reconfigured. A building addition to the membership organization building was previously approved to allow for a child daycare facility on one of the former residential lots. In 2013, two of the single-family homes on Vine Street were removed from the Planned Development and rezoned to the R-4 District, reducing the overall size of the Planned Development and creating new modifications to the Zoning Code.

The applicant intends to purchase 0.61-acres of the 1.96-acre Planned Development site consisting of the former private school building at 125 S. Vine Street and 56.6 feet of the rear yard of 116 S. Grant Street, the single-family home currently used as the Pastor's residence. Approval of a Tentative and Final Plat of Subdivision will be required as part of Detailed Plan for the Vine Street Station Planned Development. There are no other proposed changes within the existing Zion Lutheran Church Planned Development, at either 116 S. Grant Street or 204 S. Grant Street. New modifications to the Zoning Code are requested as a result of removing the 0.61-acre site from the Planned Development. In addition to the requested waivers, all waivers previously granted relative to the Planned Development under the original approval and subsequent amendments shall continue in full force and effect, unless no longer required or are amended.

In accordance with Section 11-603 of the Hinsdale Zoning Code, the Plan Commission shall transmit to the Board of Trustees its recommendation on whether the request is in substantial conformity with the previously approved plans and merits approval, without or without modifications or conditions. The applicant stated that the removal of the Vine Street Station is within substantial conformity with the original approved plans. Staff noted that the project will result in a change to the land uses within the development as well as open space, therefore it appears that the proposed plans are not within substantial conformity with the approved plans. Chairman Cashman stated he agreed with the staff recommendation that the proposal goes beyond a minor modification and is not within substantial conformity. However, the Plan Commission was in support of the project although it is not within the definition of substantial conformity listed in the Zoning Code.

RECOMMENDATION: Based on the findings set forth above, the Village of Hinsdale Plan Commission, by a vote of seven (7) ayes and zero (0) nays, with two (2) absent, recommend approval of a Text Amendment to Section 6-106(E)(4) and Section 11-603(M)(2) of the Zoning Code to allow for Lifestyle Housing as a Special Use in the O-1 Specialty Office District, as submitted, for Case A-35-2021.

By a vote of seven (7) ayes and zero (0) nays, with two (2) absent, the Plan Commission further recommend approval of a Planned Development Concept Plan for the development of Vine Street Station consisting of twelve (12) lifestyle housing units within an existing building located on a 0.61-acre site at

125 S. Vine Street for Case A-35-2021, with the suggested modification that the units be age-targeted, not age-restricted.

By a vote of seven (7) ayes and zero (0) nays, with two (2) absent, the Plan Commission further recommend approval of a Special Use Permit to allow for a Planned Development and Lifestyle Housing in the O-1 Specialty Office District for Vine Street Station for Case A-35-2021.

By a vote of seven (7) ayes and zero (0) nays, with two (2) absent, the Plan Commission further recommend approval of a Major Adjustment to the Zion Lutheran Church Planned Development for Case A-35-2021 to allow for an approval without substantial conformity to remove the proposed Vine Street Station development from the existing Planned Development and to allow for new modifications to the Zoning Code.

Signed: Stephen J. Cashman
Steve Cashman, Chair
Plan Commission
Village of Hinsdale

Date: 07/13/22

**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 Tuesday, May 24, 2022 at 7:30 p.m. in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois for the purpose of considering an application from Holladay Properties Services Midwest, Inc. and Zion Lutheran Church for a Text Amendment to Section 6-106(E)(4) and Section 11-603(M)(2) of the Zoning Code to allow for Lifestyle Housing as a Special Use in the O-1 Specialty Office District, a Planned Development Concept Plan with certain associated waivers and/or modifications to applicable Zoning Code provisions, and a Special Use Permit to allow for a Planned Development and Lifestyle Housing in the O-1 Specialty Office District to allow for the development of Vine Street Station, which will consist of twelve (12) lifestyle housing units within a former private school building on a 0.61-acre site located at 125 S. Vine Street.

Concurrently, the applicants are also seeking approval of a Major Adjustment to the Zion Lutheran Church Planned Development, approved by Ordinance No. 2004-15 and subsequently amended, to remove the proposed Vine Street Station development from the existing Planned Development and to allow for certain associated waivers and/or modifications to Zoning Code provisions. The Planned Development currently includes eight (8) parcels with three (3) buildings on a 1.96-acre site in the IB Institutional Buildings District. Holladay Properties intends to purchase 0.61-acres of the 1.96-acre Planned Development site consisting of the former private school building at 125 S. Vine Street and 56.6 feet of the rear yard of 116 S. Grant Street, currently used as a single-family home.

The purpose for the Planned Development Concept Plan application 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 in review of the Planned Development process, and is the basis on which the public hearing is held, thus permitting public consideration and input on the proposal at the earliest possible stage. Following the public hearing, the Plan Commission shall make recommendations to the Village Board of Trustees on the various requests. Contingent on an approved Concept Plan, the Planned Development Detailed Plan will be subsequently submitted to refine the elements of the Concept Plan. Future approval of the Planned Development Detailed Plan and Final Plan, Plat of Subdivision, Exterior Appearance and Site Plan Review, and a Map Amendment to rezone 0.61-acres from the IB Institutional Buildings District to the O-1 Specialty Office District will be required under a separate application.

Copies of documents relating to the proposed request are on file and available for public inspection during regular Village business hours in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois. Please email Village Clerk Christine Bruton at cbruton@villageofhinsdale.org for additional information. This request is known as Case A-35-2021.

The common addresses are 125 S. Vine Street (PINs: 09-12-110-006; 09-12-110-007), 204 S. Grant Street (PINs: 09-12-111-010; 09-12-111-011; 09-12-111-012; 09-12-111-017), and 116 S. Grant Street (PINs: 09-12-110-014; 09-12-110-015) in Hinsdale IL, 60521 and legally described as follows:

LOT 1, THE EAST 70.00 FEET OF LOTS 2 AND 3 AND ALL OF LOTS 4, 5, 6 IN BLOCK 5, ALSO, LOTS 10, 11, 12, AND 13 IN BLOCK 6 ALL IN J.I. CASE'S ADDITION TO HINSDALE,

DUPAGE COUNTY, ILLINOIS, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 13, 1872 AS DOCUMENT NUMBER 15440, IN DUPAGE COUNTY, ILLINOIS.

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

Dated: April 25, 2022

Christine M. Bruton, Village Clerk To be published in the Hinsdalean on April 28, 2022

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

BEFORE THE HINSDALE PLAN COMMISSION

In the Matter of:)
)
)
 ZION LUTHERAN CHURCH)
 Planned Development)
 125 South Vine Street,)
 Case No. A-35-2021,)
 Text Amendment.)

REPORT OF PROCEEDINGS had and testimony
 taken at the hearing of the above- entitled
 matter, before the Hinsdale Plan Commission, at
 19 East Chicago Avenue, Hinsdale, Illinois, on
 May 24, 2022, at the hour of 7:30 p.m.

BOARD MEMBERS PRESENT:

MR. STEPHEN CASHMAN, Chairman;
 MR. JIM KRILLENBERGER, Member;
 MR. MARK WILLOBEE, Member;
 MR. SCOTT MOORE, Member;
 MS. CYNTHIA CURRY, Member;
 MS. ANNA FIASCONE, Member and
 MS. JULIE CRNOVICH, Member.

<div>2</div> <div>1 ALSO PRESENT:</div> <div>2 MS. BETHANY SALMON, Village Planner;</div> <div>3 MR. DREW MITCHELL, Applicant;</div> <div>4 MR. MIKE O'CONNOR, Applicant;</div> <div>5 MR. CHRIS WALSH, Applicant's Architect.</div> <div>6</div> <div>7 CHAIRMAN CASHMAN: Case A-35-2021, text</div> <div>8 amendment, planned development concept plan and</div> <div>9 special use permit to allow for the development</div> <div>10 of Vine Street Station consisting of 12 age-</div> <div>11 restricted lifestyle housing units within an</div> <div>12 existing building at 125 South Vine Street and a</div> <div>13 major adjustment to the Zion Lutheran Church</div> <div>14 Planned Development.</div> <div>15 Any individuals who want to speak</div> <div>16 on this matter, if you can please stand and be</div> <div>17 sworn in.</div> <div>18 (WHEREUPON, the oath was</div> <div>19 administered en masse.)</div> <div>07 33 13PM 20 If we can hear from the applicant.</div> <div>21 Welcome.</div> <div>22 MR. MITCHELL: Thank you, guys. Can</div>	<div>4</div> <div>1 downtown Downers Grove, which took a difficult</div> <div>2 to develop site framed in the western edge of</div> <div>3 their downtown, that's a 90-ish unit building.</div> <div>4 It's one of the top two graded apartment</div> <div>5 buildings in the state of Indiana based on</div> <div>6 online user reviews. We are really proud of</div> <div>7 that. We tend to hold our real estate for long-</div> <div>8 term, which is a decidedly different approach to</div> <div>9 how we go about building them.</div> <div>07 34 38PM 10 Who cares about all of that. We</div> <div>11 are here tonight to talk about the Zion school</div> <div>12 at Second and Vine. And I know there's a little</div> <div>13 novelette, I hope we didn't put you to sleep</div> <div>14 reading this in preparation for tonight, but it</div> <div>15 explains how we came across this unique</div> <div>16 opportunity to potentially identify an approach</div> <div>17 to adaptive reuse for this building.</div> <div>18 This school was built in 1931 with</div> <div>19 a major addition in 1961. It had at its peak it</div> <div>07 35 07PM 20 had approximately 200 students that were going</div> <div>21 to school there K through 8. Unfortunately,</div> <div>22 there's been some obsolescence in these smaller</div>
<div>3</div> <div>1 you hear me okay?</div> <div>2 Good evening. My name is Drew</div> <div>3 Mitchell; I'm a resident of Hinsdale. I live</div> <div>4 near Seventh and Garfield and I have been</div> <div>5 raising my family here since 2013 and I love</div> <div>6 this town. I never even knew it existed, grew</div> <div>7 up in Minnesota, found Hinsdale and fell in love</div> <div>8 with it.</div> <div>9 Professionally, I'm a partner with</div> <div>07 33 43PM 10 a real estate development company called</div> <div>11 Holladay Properties. We are a family-owned</div> <div>12 company; we're based in South Bend, Indiana. We</div> <div>13 are entrepreneurial. We take great pride in our</div> <div>14 projects and the buildings that we do. Our</div> <div>15 office is in downtown Clarendon Hills.</div> <div>16 In this area, we are particularly</div> <div>17 known for what's called transit-oriented</div> <div>18 developments, which are medium-sized luxury</div> <div>19 apartment buildings along sort of whistle stop</div> <div>07 34 11PM 20 suburban Chicago.</div> <div>21 The products that you may be</div> <div>22 familiar with would be Burlington Station in</div>	<div>5</div> <div>1 schools in the K through 8 model.</div> <div>2 The school was utilized as a</div> <div>3 private academy for a period of time. That use</div> <div>4 is no longer. The only use as of the last say</div> <div>5 five-ish years has been for utilizing the</div> <div>6 gymnasium for a local baseball team.</div> <div>7 So we became aware of the potential</div> <div>8 of this site to have an alternative use really</div> <div>9 from D181's office relocation analysis where</div> <div>07 35 45PM 10 they support three different sites. This was</div> <div>11 the big loser of the three because of</div> <div>12 obsolescence, because of parking challenges and</div> <div>13 because of perhaps some floodplain issues.</div> <div>14 So, however, we started to study</div> <div>15 it, we being my team of Chris and Mike O'Connor</div> <div>16 and Donald and Laurie and Grace and it starts</div> <div>17 with a tour of the building and we found out</div> <div>18 it's got pretty good bones.</div> <div>19 There's some real special stuff in</div> <div>07 36 13PM 20 this building. There's a two-story stained</div> <div>21 glass window, some of the cornerstones they had</div> <div>22 etched limestone on the building we thought was</div>

<p style="text-align: center;">6</p> <p>1 pretty cool. There's also some garbage on it, 2 if you will. There's glass blocks which, you 3 know, I don't think Steve's probably used that 4 in a long time on any projects that he's been 5 involved in.</p> <p>6 Pastor Klein is here. I hope I 7 don't insult you but there's some pretty ugly 8 grease traps hanging off the side of this 9 building that are facing the neighbors. So 10 we -- in order to take the temperature of the 11 community, which is important in our planning 12 and entitlement process in Hinsdale, we were 13 encouraged by the village staff to host a 14 neighborhood meeting.</p> <p>15 The first neighborhood meeting was 16 hosted in August of 2021. There were people 17 that weren't able to make that meeting; we 18 hosted a second neighborhood meeting in 19 September of 2021.</p> <p>20 I'd like to say that the reactions 21 and the feedback that we got from the 22 neighborhood largely formed the plans that you</p>	<p style="text-align: center;">8</p> <p>1 controlled parking spaces.</p> <p>2 We are targeting a demographic that 3 we have great experience with, which is your 4 downsizing empty nesters. There are precious 5 few places for folks that are downsizing to stay 6 and maintain close roots with their family, 7 particularly when we are talking about trying to 8 have some level of walkability, which is also 9 very much in demand.</p> <p>10 So we got very comfortable that 11 there could be an economically viable project 12 here. One of the things that is probably most 13 intimidating of this process really is the 14 entitlement and in going through the motions in 15 Hinsdale where we take great pride in what we 16 have today and there is a sense that there is 17 some resistance to change.</p> <p>18 This would be a multifamily 19 project. It would be condominium. It would be 20 for sale. The village board very much encouraged 21 us to focus on a 55-plus demographic and not age- 22 targeted which is a way to say you're focused on</p>
<p style="text-align: center;">7</p> <p>1 are seeing this evening. We had incredible 2 attendance, quite frankly, at those neighborhood 3 meetings, particularly relative to what we are 4 seeing tonight. But I would say the project was 5 generally well-embraced and well-received once 6 we got past sort of the fear of unknown and what 7 this might look like and what it would be.</p> <p>8 So since Pastor Klein is here, I'd 9 like to thank the Pastor and the congregation.</p> <p>10 They voted in favor of the sale of this building 11 and this asset to Holladay pending a successful 12 navigation of our entitlement process. But what 13 we are talking about here is taking this 14 building and largely preserving the existing 15 exterior facade with the exception of a couple 16 of things.</p> <p>17 We are putting big, beautiful 18 windows in that would be for each of these units 19 and there's also balconies on these units. The 20 intent is to ramp down on the eastern portion of 21 the site to an underground parking facility that 22 would feature 22-ish underground and temperature</p>	<p style="text-align: center;">9</p> <p>1 that demographic but can do business with 2 anybody. This would truly be age-restricted.</p> <p>3 There would be provisions in our 4 bylaws in the HOA that would prevent certain 5 things that came up both at neighborhood 6 meetings and in the village board meetings 7 related to, for example, storing things on the 8 balcony.</p> <p>9 But there's some renderings.</p> <p>10 Donald, I wouldn't mind if you could show a 11 couple of these real quick. Chris Walsh, our 12 architect, is going to give a bit of a more 13 thorough presentation but I'd love to kind of 14 just tell you what we are doing here.</p> <p>15 So a lot of this limestone -- and 16 most of this exists. We just wouldn't know it 17 because the building hasn't gotten a bath in 18 probably 40 years. So a lot of this is cleaning 19 it up. A lot of it is putting in appropriate, 20 tasteful lighting, both up and down lighting you 21 will see, and then big windows. We are really 22 trying to open up light and allow it to get into</p>

<p style="text-align: center;">10</p> <p>1 the space.</p> <p>2 We have concern that we may only be</p> <p>3 able to get to eight-and-a-half foot ceilings,</p> <p>4 which we wish they were ten. So part of what we</p> <p>5 are doing with these larger windows is letting</p> <p>6 the feel of volume that comes into the space.</p> <p>7 It's a tricky building here because</p> <p>8 you're not really appreciating how far east it</p> <p>9 goes. You can just barely get a glimpse of this</p> <p>07 40 34PM 10 two-story stained glass. If you go in the</p> <p>11 stairway, it is a spiritual moment. The light</p> <p>12 coming in off of this glass, it's really</p> <p>13 wonderful.</p> <p>14 So our plan is actually the</p> <p>15 interior like that and have a soft glow at night</p> <p>16 when you're driving by and really kind of</p> <p>17 embrace that.</p> <p>18 On the front of the building, our</p> <p>19 intent is to create a modest but important</p> <p>07 40 37PM 20 outdoor living space that would allow our</p> <p>21 residents to be able to grill. They would be</p> <p>22 able to have a glass of wine out there, have</p>	<p style="text-align: center;">12</p> <p>1 sitting garden and an opportunity for those who</p> <p>2 have pets to also bring their pets. And one of</p> <p>3 the things that we heard, I can't recall if it</p> <p>4 was the village board meeting or at the</p> <p>5 neighborhood meeting is, you know, nobody really</p> <p>6 needs a pet run around here, everybody is</p> <p>7 walking on the street. So perhaps this can get</p> <p>8 re-envisioned if it were to please the plan</p> <p>9 commission or if we came up with better ideas.</p> <p>07 42 23PM 10 This just gives you an idea of how</p> <p>11 you would navigate getting into the lower level.</p> <p>12 It actually works very well. We would put in an</p> <p>13 elevator over in this space. That would create</p> <p>14 a need to have an elevator overrun on the roof</p> <p>15 of the building but, guys, we put a lot of</p> <p>16 thought into this.</p> <p>17 We are hoping that there's energy</p> <p>18 and reception towards an adaptive reuse of this</p> <p>19 building realizing that multifamily may not be</p> <p>07 42 53PM 20 our favorite word here, maybe I should delete it</p> <p>21 and just start speaking to it as condominium.</p> <p>22 I think that's it. You know, Chris</p>
<p style="text-align: center;">11</p> <p>1 friends or family over; there would be a TV.</p> <p>2 And then we are actually -- we would like to</p> <p>3 poke a hole into this part of the building so</p> <p>4 that you would have interior access and truly</p> <p>5 make it a private space.</p> <p>6 A couple of other things that we</p> <p>7 are doing that I think are pretty important are</p> <p>8 we are allocating space -- green space. So this</p> <p>9 area has had issues with flooding. We are</p> <p>07 41 27PM 10 increasing the amount of permeable space on the</p> <p>11 site, 12 percent, on the gross. It's about a</p> <p>12 40 percent increase though in the amount of</p> <p>13 permeable that exists.</p> <p>14 The idea here would be that we</p> <p>15 would have a public pocket park, so there's</p> <p>16 examples of these really all over, but this</p> <p>17 would be a place if you were walking back from</p> <p>18 Starbucks, you could stop and drink your coffee.</p> <p>19 It would be privately maintained but accessible</p> <p>07 41 55PM 20 to the public.</p> <p>21 On the eastern portion of the site</p> <p>22 we are creating what we are calling a formal</p>	<p style="text-align: center;">13</p> <p>1 and Mike, I don't know if you think I missed</p> <p>2 anything.</p> <p>3 I will tell you that the mayor of</p> <p>4 Downers Grove, I just bumped into him, and he</p> <p>5 doesn't get a vote and, you know, it's another</p> <p>6 town, but he gave me a hug and I said, Mayor,</p> <p>7 what's the hug for? And he was -- went to</p> <p>8 school here all through eighth grade, and he's</p> <p>9 just over the moon about the fact that we are</p> <p>07 43 24PM 10 trying to salvage this building. Because really</p> <p>11 the alternative would be either as a right</p> <p>12 office, which I suppose could happen, however,</p> <p>13 one of the things that my partner Mike and I are</p> <p>14 running into is we are getting communities</p> <p>15 calling us saying we have vacant office and</p> <p>16 would like to rethink this and reimagine this,</p> <p>17 so we have been reacting to that just from sort</p> <p>18 of a macro economic world.</p> <p>19 Another alternative would be more</p> <p>07 43 59PM 20 single-family homes. And while I live in one</p> <p>21 and I know that that represents a big part of</p> <p>22 the underlying fabric here in Hinsdale, we just</p>

<p style="text-align: center;">14</p> <p>1 think this is a really cool opportunity to take 2 a building that has historical, or perceived 3 historical value, and turn it into something 4 that works today and that works for residents 5 that live in Hinsdale and allows them to age in 6 place here in town. 7 So we are thrilled to have the 8 ability to be able to see you guys tonight. 9 We've been looking forward to this, quite 10 frankly, for a very long time, and we are eager 11 to move this project along should we be able to 12 find your support. So thank you very much; I 13 really appreciate it. 14 MR. O'CONNOR: I want to add one thing 15 to what you said about what we're asking for; 16 Bethany mentioned it, but we are taking this 17 school parcel and we are removing it from the 18 existing planned development. That's one thing. 19 And then we're asking for a fairly 20 lengthy list of departures from the code and I 21 just want to make sure everyone understands 22 we're not doing that because we are unhappy with</p>	<p style="text-align: center;">16</p> <p>1 establishing that line again. 2 So I just wanted to add those 3 couple of points and I'm going to let Chris walk 4 through the design of the project. 5 CHAIRMAN CASHMAN: Thank you. 6 MR. WALSH: I'm Chris Walsh, the 7 architect. I may go over a few things here that 8 we already talked about but as Drew mentioned, 9 you know, Holladay is doing several projects 10 here in the area and you can definitely look 11 them up and see everything they are doing. 12 So this is what Mike is referring 13 to. The site is in the IB district right now 14 and it's really the campus of the current 15 school, the church, parking lot and there's two 16 houses just south of the school that were taken 17 out and then put back into the R-4 district. 18 So part of what Mike is describing 19 was -- actually, I'll show you a couple of 20 slides. We want to break up a couple of these 21 things, take the school out of this district, 22 just to keep within the codes.</p>
<p style="text-align: center;">15</p> <p>1 the code. We are trying to keep the building 2 envelope exactly the same and not kind of change 3 the site at all and so everything we are doing 4 is inside the building. 5 And, I mean, we're going to restore 6 the envelope of the building, as I mentioned, 7 clean it up, restore it, but all the things that 8 exist there and they're causing us to have some 9 of these departures for the most part. So thank 10 you very much. I appreciate it. 11 I want to talk about that we are in 12 a PUD and we are in an existing PUD and so we 13 sort of have to apply on behalf of the church as 14 well. And the application was signed by the 15 church that they are amending that PUD, it 16 affects the adjacent homes, the pastor's 17 residence to the east. So there's some subtle 18 changes there. 19 Actually, that site really doesn't 20 change. Part of the subdivided lots that that 21 home sits on actually have been used for a long 22 time by the school and so we are just</p>	<p style="text-align: center;">17</p> <p>1 So this is the building in all its 2 glory, current glory right now, and as you can 3 see, there are -- you know, it's in need of some 4 work. Can't really see everything on here but 5 it's a lot of glass block, a lot of old windows 6 put in in the '60s, doorways that would be 7 reworked. You can see the stained glass window 8 in the upper right-hand corner. But if you 9 really look close though, there are great 10 details on this building and the rendering we 11 actually did go and measure all the stonework, 12 we modeled it the best we could so the rendering 13 actually does capture the stonework and 14 everything that's there. 15 This is the current plat of survey. 16 The school is actually on two lots, so it says 17 Lot 1 there and it's a little bit deeper and the 18 Lot 2 is actually what we call the pastor's 19 house. That's the house on the corner on the 20 other side. 21 So we will actually have to give 22 some land to the current pastor's house to that</p>

<p style="text-align: center;">18</p> <p>1 Lot 2, make that a conforming lot, 125-foot deep</p> <p>2 lot but that will be separated on its own and</p> <p>3 what's left will be part of the school and we</p> <p>4 feel it's plenty of room to do what we want to</p> <p>5 do.</p> <p>6 So this is what the current campus</p> <p>7 for the whole building -- or for the whole</p> <p>8 church site. So you see in the dark outline is</p> <p>9 the area where we want to break off for the</p> <p>07 48 57PM 10 school portion and then the pastor's house to</p> <p>11 the right. To the south would be the church</p> <p>12 with the parking lot and you can see the</p> <p>13 northwest corner of those two homes that were</p> <p>14 previously separated. So if you want to read</p> <p>15 through what we are actually breaking off, the</p> <p>16 text is forever because it takes into account</p> <p>17 all of these pieces but just in short, we have</p> <p>18 to take that out but amend the old PUD.</p> <p>19 So again, one last slide with the</p> <p>07 49 29PM 20 site plan. It's hard to see but this actually</p> <p>21 shows there's a fence at the pastor's -- the</p> <p>22 single-family home which borders -- there's like</p>	<p style="text-align: center;">20</p> <p>1 that much for a ramp down. So there would be a</p> <p>2 gradual ramp down just to the east of the</p> <p>3 building and cars would take a left turn into</p> <p>4 the garage, there would be a door on the eastern</p> <p>5 side.</p> <p>6 We figure there would be about</p> <p>7 three parking spaces at the end of that driveway</p> <p>8 and like a parcel delivery space or move-in</p> <p>9 space that would be there as well.</p> <p>07 51 27PM 10 Inside we did get a comment about</p> <p>11 8-foot wide parking spaces. Currently, the plan</p> <p>12 show 8-foot wide. Our problem right now is the</p> <p>13 next phase getting into that detail plan. We</p> <p>14 want to have 9-foot wide parking spots, believe</p> <p>15 me, but right now we aren't exactly sure where</p> <p>16 all the structure lands so we are being</p> <p>17 conservative right now. At the end of the day,</p> <p>18 our plan is to have 9-foot parking spaces. I</p> <p>19 think it can be done on all the parking spaces</p> <p>07 51 57PM 20 but we kind of made the decision not to jump to</p> <p>21 that yet. Before we get into that, we really</p> <p>22 need to measure the building, understand how the</p>
<p style="text-align: center;">19</p> <p>1 a playground in the middle. That fence is gone.</p> <p>2 It's going to move -- that fence is going to</p> <p>3 move to the east about 15 feet. So if you are</p> <p>4 standing there, and you want to understand how</p> <p>5 big that lot will be, it's about a 15 feet move</p> <p>6 to the east for that fence in the back of the</p> <p>7 lot. Here it is in a little bit more color.</p> <p>8 MR. MITCHELL: Chris, I'd like to drive</p> <p>9 home the point. When you say give it back to</p> <p>07 50 08PM 10 the pastor's house, if you were to go there,</p> <p>11 there's a wooden fence right now that's east of</p> <p>12 where the new lot line would be. There's</p> <p>13 actually a little further addition of land to</p> <p>14 what would now be pastor's lot.</p> <p>15 MR. WALSH: So the building, the</p> <p>16 existing building is three stories. Our</p> <p>17 proposal is to create 12 dwelling units, 12</p> <p>18 condos and have 25 spaces of parking.</p> <p>19 This shows the lower level. So we</p> <p>07 50 32PM 20 are anticipating dedicating the entire lower</p> <p>21 level to parking. The new driveway, we are</p> <p>22 about 6 foot below grade which is really not</p>	<p style="text-align: center;">21</p> <p>1 structure will work and then we can come back to</p> <p>2 you intelligently and tell you what the parking</p> <p>3 spaces will be.</p> <p>4 We are asking for a little bit of</p> <p>5 variance because we are working on existing</p> <p>6 conditions, our aisle spaces is a little bit</p> <p>7 below code but again, we are trying to get --</p> <p>8 our understanding is it's going to be very</p> <p>9 luxurious condos, affluent people and we want to</p> <p>07 52 31PM 10 have the most space for them, so that's</p> <p>11 something that we plan to work out as we get</p> <p>12 into our detail plans. But right now we feel</p> <p>13 what we have in front of you is very realistic</p> <p>14 as far as number of spaces.</p> <p>15 So as Drew mentioned, on the east</p> <p>16 side, that triangular corner, we are planning on</p> <p>17 landscaping that, creating kind of a public park</p> <p>18 that people can walk by and welcome to sit on.</p> <p>19 MR. MITCHELL: West side.</p> <p>07 53 06PM 20 MR. WALSH: Sorry, west side.</p> <p>21 To the south of the building, kind</p> <p>22 of in the little side yard along Second Street,</p>

<p style="text-align: center;">22</p> <p>1 is really what we plan to do is create like a 2 5-foot fence that would be a mix of masonry, 3 sculpted metal, really have kind of an 4 ornamental fence with some greenery behind that 5 to aquify the scene. So people walking by with 6 their dogs, this is really going to be kind of 7 the yard for these tenants where they can just 8 kind of walk down, have coffee, read their iPad, 9 whatever it is. Maybe sit out there at night, 10 have some wine. So they would have some privacy 11 there. 12 And then we have the driveway which 13 kind of separates the pocket park to the right 14 and we see that as really kind of a landscaped 15 place with a little bit more space to wander 16 around. Maybe they are taking their dogs out 17 there and running around. So there's really 18 three distinct landscape areas that we have with 19 this project. 20 So again, we have done our initial 21 layouts. We feel, you know, comfortable. These 22 are roughly the size units we can get about</p>	<p style="text-align: center;">24</p> <p>1 the bottom left and then we are -- feel good. 2 The rendering would be the final product and as 3 I mentioned, we actually did take a lot of care 4 in this rendering to highlight all the limestone 5 that's actually there. The brickwork, really if 6 you get a chance if you stop and look at it, 7 there really is a lot of detail to this 8 building, especially this portion on the corner 9 that's the old 1931 building. 10 MR. MITCHELL: Contrast it to the 11 picture on the lower left. That's what we are 12 seeing today and I really think this could be 13 magical. I really do. I have partners who are 14 wondering what the heck I'm doing on this. This 15 is a \$6 million-ish project, \$8 million project, 16 it's 12 units, it's for sale, you know, 17 operating income and I don't really care. I'm 18 excited about this opportunity to save this 19 building and I think our community would really 20 value it. So I just want you to know this isn't 21 about making a bunch of money, guys. This is 22 about having fun, maybe shortening my commute</p>
<p style="text-align: center;">23</p> <p>1 1,100 to 1,600 square foot units, a mix of 2 and 2 3 bedrooms and each of them would have an 3 outdoor space. It's something Holladay really 4 impresses with all of their projects to have 5 some outdoor space. These would be 6-foot deep 6 balconies they can go there and sit. There was 7 a little bit of concern with the balconies, some 8 talk, but I think after people have gotten used 9 to it they understand this is their front porch, 10 these people need somewhere to kind of sit out, 11 offer safety in a community as well. Since 12 people are sitting out there, they are watching 13 the street. I encourage these should be 14 included even though I know this is one of the 15 variances that we are asking for. 16 But as Drew mentioned as well, it 17 would be an elevator building. We are planning 18 on keeping the staircases where they are. 19 There's actually a third staircase that would be 20 removed kind of the north side of the building 21 that was part of the original 1930s building. 22 So you see the existing building in</p>	<p style="text-align: center;">25</p> <p>1 one or two days a week because it is in my 2 backyard so if there's selfishness, maybe that's 3 it, but I don't know what we are celebrating 4 here on the lower left but I do think that this 5 canvas can be celebrated and that's what I'm 6 hoping we are conveying loudly today. So 7 thanks, Chris. 8 MR. WALSH: Again, this is the look 9 from the other side. There's the fence we are 10 talking about. There's discreet but there was 11 metal work, an ornamental fence. The window, 12 the glass -- stained-glass window that's there, 13 like Drew said. There is another picture here 14 from the inside. That doesn't even do it 15 justice from what it looks like on the inside. 16 But the intent would be to backlight it, softly 17 backlight it, give it a little glow and at night 18 it would be a nice element that people could 19 enjoy from the street. 20 Outdoor area, and then you get a 21 little glimpse of what we are anticipating, a 22 car ramp down.</p>

<p style="text-align: center;">26</p> <p>1 Just kind of an overall comment.</p> <p>2 Drew touched on it. We are actually increasing</p> <p>3 the permeable area. That's a good thing. So</p> <p>4 the main thing I would get across on this slide,</p> <p>5 you know, it shows the existing condition of the</p> <p>6 parking lot at the top. You can kind of see</p> <p>7 that we are making more green and less pavement.</p> <p>8 Conceptual landscape plan. It's</p> <p>9 not too much different than what we had shown</p> <p>07 58 27PM 10 before. I know this is really hard to see. You</p> <p>11 have it in your packet.</p> <p>12 Our plan is to spend money on the</p> <p>13 landscape, create three distinct landscaped</p> <p>14 areas. It might not be the final final plant</p> <p>15 layouts but that's something we plan to work out</p> <p>16 in the end.</p> <p>17 MR. MITCHELL: I would just add that</p> <p>18 this exhibit was informed by (inaudible) our</p> <p>19 arborist who walked the site. We tried to</p> <p>07 58 51PM 20 identify which trees were really important to</p> <p>21 save, what he considered, I think his word was</p> <p>22 garbage, but there are some great trees out here</p>	<p style="text-align: center;">28</p> <p>1 And then from the inside the</p> <p>2 stained-glass window which is in great shape on</p> <p>3 the inside; it's really bright. It's just they</p> <p>4 put a really kind of older window on the outside</p> <p>5 that's gotten very fogged up so you really can't</p> <p>6 appreciate it unless -- you can see on the left-</p> <p>7 hand side where they just kind of put protective</p> <p>8 window but we want to see what we can do to get</p> <p>9 that blue and colors on the outside.</p> <p>10 So these are more technical</p> <p>11 drawings. Basically it's what we have looked</p> <p>12 at. We are asking for variances on the height</p> <p>13 but we are not changing the height of the</p> <p>14 building, we are just stating what the building</p> <p>15 height is. We aren't that far off than what the</p> <p>16 current code is. The rear setback is about 6</p> <p>17 feet, a little over 6 feet. I know it's going</p> <p>18 to be more than that. The front setback off the</p> <p>19 street is about 28 feet.</p> <p>20 We are close on some, we are not on</p> <p>21 others, but it's an existing building. There's</p> <p>22 only so much we can do so we ask for everybody</p>
<p style="text-align: center;">27</p> <p>1 and then there's some stuff that's not and we</p> <p>2 want trees. We want to have that. So just</p> <p>3 mostly trying to share that the village arborist</p> <p>4 has reviewed the site.</p> <p>5 MR. WALSH: Again, a little more detail</p> <p>6 plan. Just some of the imagery of what we are</p> <p>7 seeing on this site with the furniture, the</p> <p>8 planting, the benches, that kind of thing. I'm</p> <p>9 not going to go through this in detail. This is</p> <p>07 59 32PM 10 more of an imagery board, kind of give you an</p> <p>11 understanding to the site.</p> <p>12 So a little picture. This is to</p> <p>13 highlight some of the stonework that's there and</p> <p>14 also the glass block window and there is a</p> <p>15 cornerstone with a 1931 on it. All this would</p> <p>16 get cleaned.</p> <p>17 You can get a better look at the</p> <p>18 main entry on the right-hand side, which again,</p> <p>19 all the stonework, the detail that is in this</p> <p>08 00 04PM 20 building. Soldier course is the brick. It's a</p> <p>21 beautiful building. They don't build them like</p> <p>22 this anymore.</p>	<p style="text-align: center;">29</p> <p>1 to be reasonable. We are going to ask for some</p> <p>2 variances, we have to, and a lot of these are on</p> <p>3 setbacks.</p> <p>4 MR. MITCHELL: Thank you.</p> <p>5 So I guess beyond that, we bring in</p> <p>6 attention to detail to these projects that are</p> <p>7 important. We understand how this demographic</p> <p>8 lives. We have been bringing fiberoptic into</p> <p>9 our buildings and often all the way to the</p> <p>08 01 58PM 10 units, which we believe all of us should be</p> <p>11 driving electric vehicles in 20 years. We are</p> <p>12 providing sufficient panel space. We plan to</p> <p>13 have electrical charging station in this</p> <p>14 building and we can't wait to hear what you guys</p> <p>15 have to say. You might be sick of hearing from</p> <p>16 us. So thank you very much. I really</p> <p>17 appreciate you guys giving us this audience.</p> <p>18 And thank you, Pastor. They have been very</p> <p>19 patient with us. We live in a world where we</p> <p>08 02 22PM 20 have a contract, right, and we are trying to</p> <p>21 perform within that contract and so I just want</p> <p>22 you to know how much we appreciate you and the</p>

1 congregation having given us the time to
2 navigate a gauntlet like this in a town that
3 doesn't -- we have standards and there's a
4 reason why and you go through our community and
5 you understand why we have these great
6 standards. So thank you very much. We really
7 appreciate it.

8 CHAIRMAN CASHMAN: Thank you, Drew.
9 Commissioners? Cynthia, questions
10 for the applicant?

11 MS. CURRY: A couple questions. One
12 was going to be are they condos or apartments
13 because I was led to believe it was condos but
14 it is most definitely condominiums that will be
15 being purchased; correct?

16 MR. MITCHELL: Yes, that's correct.
17 These would be for sale condominiums and I'll
18 just offer it because it came up previously.
19 There were questions about whether

20 these could be turned into rentals or could be
21 turned into Airbnbs and the idea would be that
22 we would utilize the bylaws of the building to

1 prevent that.

2 MS. CURRY: Can I ask a couple of more?

3 CHAIRMAN CASHMAN: Yes. Go ahead.

4 MS. CURRY: Elevators. One elevator in
5 the building?

6 MR. MITCHELL: That's correct. This
7 would be a single elevator. We believe it would
8 be a Cone aid with an extended ceiling height
9 which makes move in/move out a little bit
10 easier. A lot of people don't know this, it's
11 only like \$1,500 to get another foot when you
12 are putting in an elevator. We always do it but
13 it would just be one single elevator.

14 MS. CURRY: One of my biggest concern
15 is traffic and the entry level in the two
16 bedrooms, what are you looking at the price
17 point of these, from what to what?

18 MR. MITCHELL: Sure. So the first
19 question was related to vehicular traffic.

20 So I guess what I would say to that
21 is whatever was there as a school of 200 kids, I
22 mean, we are looking what could be done, right,

1 as an office building would pale in comparison
2 to a building like this.

3 There's a perception often that
4 even much larger projects that we are involved
5 in are huge traffic generators. And they tend
6 not to be one because we're doing walkable
7 product and that does influence how people go
8 and get things like coffee. We can walk to a
9 grocery store from this location, so traffic

10 will be a nonissue. I suspect we will be
11 obligated to provide a traffic study as part of
12 the plan commission process and our formal
13 submittal.

14 The second question -- oh, boy.

15 MS. CURRY: Price.

16 MR. MITCHELL: Oh, price. You know, if
17 you asked me a year ago, I would have felt a lot
18 more comfortable answering that question. We
19 are facing unprecedented interest rate increases
20 on a percentage basis as well as price
21 volatility. And it is a heck of a double whammy
22 in our business.

1 So we really thought that these
2 would be probably in the high sixes to the mid
3 nines-ish but we just don't know right now. We
4 are kind of flying blindly knowing that there's
5 a lot of demand and there may not be -- there
6 may be a lot of price elasticity in Hinsdale.
7 So not sure but that would be my kind of dark
8 range if you forced me to it.

9 MS. CURRY: With the market and nobody
10 has a magnifying glass to tell where we are
11 going but that might impact where -- is there
12 any fear generated around where this may end up
13 by the time you finish them.

14 MR. MITCHELL: I'm not afraid. I think
15 it's going to be hard for us to get hurt on this
16 if we do it well and we do it thoughtfully and
17 we aren't rushing.

18 I mean, a big next step is really
19 getting inside this building and understanding
20 what we have to work with, so that's where we
21 could goof up by not properly understanding, for
22 example, the structure of how we could, you

1 know, delineate between units and what we have
2 done so far has not been us just in a vacuum and
3 we have been in the building.

4 But, you know, even if rates
5 continue to go up or even if home prices
6 continue to go up, I believe that we're
7 reasonably well-insulated in this community
8 because I believe people want to live here and
9 it really is a special place, right. I mean,
10 whether it's uniquely Thursdays or you can't get
11 a Starbucks without a drive-thru in Illinois
12 anywhere and then we just saw a Starbucks as I
13 pulled out. People want to be here, guys.

14 The other part of this is really
15 that a lot of folks who may have a mother or an
16 aunt that they would love to live here because I
17 think your alternatives, while they are great at
18 maybe it's the Hamptons of Hinsdale or maybe
19 it's the development at County Line and 55th,
20 but it doesn't provide walkability. And so to
21 me that's part of this urban heartbeat is being
22 able to have access to the parks, seeing younger

1 people biking and walking and throwing the ball
2 to their dog.

3 So I also think that -- I mentioned
4 this project to a friend who's a realtor and I
5 couldn't have been more disappointed with the
6 reaction. It was very nonplused. It was, you
7 know, that corner is dark and it feels gross and
8 it was like really disappointing reaction. I'm
9 not going to hire this person at some point.

10 But I think perhaps the building today is
11 contributing to that feeling at this particular
12 corner and I actually think this could really
13 create some positive energy for this little
14 pocket of Hinsdale.

15 I noticed even the building
16 immediately north of us, which is like 119 South
17 Vine, just underwent a pretty thoughtful rehab
18 and so I just think quality investment gets
19 quality investment.

20 So one of the things that's been
21 purely, truly a joy for me is professionally
22 seeing what happens when we build great

1 buildings because it is absolutely energizing to
2 stuff around us. So, you know, I can just say
3 that.

4 I guess, you know, Chris, did a
5 very nice introduction of Holladay but can you
6 go see what we are doing. Our project in
7 downtown Westmont at Cass and Quincy is game-
8 changing for their downtown. They had over 30
9 commercial vacancies before we started this
10 project and they have virtually none now and it
11 was a huge bet on our part but we study data, we
12 understood who is going to want to live there
13 and we are 40 percent leased and we don't even
14 open for two months and nobody's been in the
15 building.

16 So it speaks to the quality of our
17 projects, the desirability or walkability, and
18 I've probably answered your question. Sorry.

19 MS. CURRY: I don't want to monopolize,
20 but one of my concerns was the parking though
21 and the 8-foot versus the 9 and the aisle space
22 being more limited. I'm guessing occupants of

1 this will probably have two cars, I think a lot
2 more may have electric cars, they are going to
3 be older. I think there's only one space that's
4 a larger space, am I wrong, for access?

5 MR. WALSH: One handicap.

6 MS. CURRY: I'm just wondering if you
7 need more. And I know you are limited and I
8 appreciate the fact you are trying to fit within
9 that structure. I think it looks beautiful, so
10 just a few questions, and I don't want to
11 monopolize.

12 MR. MITCHELL: I'd like to quickly
13 react to that. We hear you. We know everybody
14 gets really frustrated when there's narrow
15 spots.

16 When you live in a building, it's
17 very different than going in a random parking
18 garage, so I feel like you sort of get to know
19 your three-point turn or whatever you are doing.
20 But we are going to try to make that as gracious
21 and as wide as we possibly can and I think what
22 Chris is doing is a little trick to give himself

1 some flexibility when he starts really ripping
2 open the cereal box, what am I going to do, but
3 when he gets inside of this and trying to
4 understand what -- but we are going to have to
5 come back to you guys to get our formal approval
6 and I think we will have that pretty dialed in
7 at that point. I don't want to monopolize.

8 CHAIRMAN CASHMAN: Any time, Cynthia.
9 Jim?

10 MR. KRILLENBERGER: My kids went to
11 preschool in the building and I'm a big fan of
12 the building. I'm thrilled it's being converted
13 to 12 units.

14 So can you elaborate a little bit
15 on the open space that's next to the pastor's
16 residence? That's for residents of the building
17 use rather than public use; right?

18 MR. MITCHELL: Yes. I think if I were
19 able to zoom in, I would really zoom in on this
20 picture right here.

21 So this was our inspirational
22 picture, the second from the top right, and it's

1 really a sitting garden. But the idea would be
2 -- we don't know how much it will be used but
3 part of it is just being beautiful and so
4 driving by and seeing that and knowing you could
5 go out there and read a book was the thought.
6 So am I answering --

7 MR. KRILLENBERGER: Yes, absolutely.
8 Is there -- and I don't know what -- I know when
9 we did the approval of the property at 55th and
10 Garfield, there was a lot of talk about
11 homeowner's association and bylaws and you
12 mentioned that.

13 Given the parking concerns, is
14 there expected to be a provision that will keep
15 that open space rather than concrete, asphalt,
16 new parking?

17 MR. MITCHELL: So if that were a
18 concern, I think that that's something that
19 could become perhaps a deed restriction. I
20 don't know how they would ever pull a permit to
21 pave that. People would lose their lid.

22 I'm glad you weren't asking me to

1 put parking there, we don't want to. We don't
2 really want any more parking. We feel very
3 comfortable at a 2 to 1 level and we are
4 actually a little more than that and we have
5 room for visitors and room for drop-off.

6 So if the concern was long-term
7 maintenance and somehow it not being appealing,
8 I'm not concerned about that because I feel like
9 just for the sheer sake of preservation of
10 homeowner values, your HOA is going to take it
11 pretty seriously.

12 I worry that they -- not worry.
13 They may have a better idea once they are living
14 here how that space could be used and so that to
15 me is a more likely outcome that at some point
16 they are coming back and saying hey, we
17 rethought this space or it felt like it was
18 public and people were using it or -- and maybe
19 that's a requirement. I'm not trying to put --
20 the village president talks about handcuffs --

21 CHAIRMAN CASHMAN: I think he said he
22 does.

1 MR. MITCHELL: And we don't like
2 unnecessary handcuffs and he said we love
3 unnecessary handcuffs but the idea would be we
4 have the land. We want it to be cool. We want
5 it to be celebrated by the people that live here
6 and we just don't know if we have the best idea
7 yet.

8 You know, we like our inspirational
9 imagery. We live in an area where there's
10 really two seasons, road construction, and all
11 that. It's not going to be a four season place
12 right now. Could it be? Should it be? So we
13 don't know.

14 But we are willing to devote more
15 time and energy to that and we are receptive to
16 ideas too. In fact, part of the reason why we
17 are so confident in what we've done is because
18 the neighbors have their fingerprints on it and
19 they reacted to what we are proposing and we
20 really don't have tremendous pride in
21 authorship here; we like good ideas. So thank
22 you for those questions.

<p style="text-align: center;">42</p> <p>1 MR. KRILLENBERGER: Okay. And then you</p> <p>2 are asking for a variation in the height</p> <p>3 restrictions and that's strictly related to the</p> <p>4 elevator?</p> <p>5 MR. MITCHELL: My understanding is it's</p> <p>6 actually related to the existing building but</p> <p>7 it's because it's nonconforming, we technically</p> <p>8 have to ask for a variance for height because we</p> <p>9 are utilizing the existing structure.</p> <p>08 14 37PM 10 Did I get that right, Chris?</p> <p>11 MR. WALSH: Yes.</p> <p>12 MR. MITCHELL: Thank you.</p> <p>13 MR. KRILLENBERGER: I have no more</p> <p>14 questions.</p> <p>15 MR. MITCHELL: Thank you very much.</p> <p>16 CHAIRMAN CASHMAN: Thanks, Jim.</p> <p>17 Julie?</p> <p>18 MS. CRNOVICH: I was at the first</p> <p>19 neighbor meeting and thank you so much for</p> <p>08 14 33PM 20 meeting with the neighbors so well in advance</p> <p>21 and listening to their feedback and their</p> <p>22 concerns.</p>	<p style="text-align: center;">44</p> <p>1 And so the perceived potential controversial</p> <p>2 nature of this project to begin with we were</p> <p>3 encouraged to not couple this project with any</p> <p>4 adjustment to traffic.</p> <p>5 What I will share, and I have to</p> <p>6 because you asked about it and you were there,</p> <p>7 it does appear that the neighbors almost</p> <p>8 unanimously would like to see a return of Second</p> <p>9 Street from one way to two way and there's a</p> <p>08 16 36PM 10 variety of reasons why and it dealt with safety,</p> <p>11 it dealt with convenience and it also dealt with</p> <p>12 obsolescence with the need for that one way.</p> <p>13 That was originally for drop-offs when you had</p> <p>14 200 kids and now you don't. So that's it.</p> <p>15 MS. CRNOVICH: I know sometimes the</p> <p>16 streets along there, like when Saint Isaac get's</p> <p>17 out traffic there has been really heavy. Has</p> <p>18 there been any talks about putting like a stop</p> <p>19 sign out on Grant Street and Second?</p> <p>08 17 07PM 20 MR. MITCHELL: Grant and Second would</p> <p>21 be the intersection on the east of this site</p> <p>22 plan. I haven't heard anything about that. We</p>
<p style="text-align: center;">43</p> <p>1 I had a question about age-</p> <p>2 restricted, which I believe you answered.</p> <p>3 Could you talk a little bit about</p> <p>4 Second Street, about how that's going to change?</p> <p>5 MR. MITCHELL: Yes. I'd be happy to.</p> <p>6 But are you talking about directionally?</p> <p>7 MS. CRNOVICH: Yes.</p> <p>8 MR. MITCHELL: Okay. Before I go to</p> <p>9 that, there are nonconforming parking spaces on</p> <p>08 15 27PM 10 the north side of Second Street in front of the</p> <p>11 Zion school that was probably paved when Chris</p> <p>12 was in diapers or somebody else. Those go away.</p> <p>13 You now have right-of-way that's a manicured</p> <p>14 landscape, tree planting. I'm towing around</p> <p>15 Second Street because I was asked to not try to</p> <p>16 -- to avoid making it an issue by the village</p> <p>17 board.</p> <p>18 But at the neighborhood meeting</p> <p>19 there was contemplation converting Second Street</p> <p>08 16 05PM 20 from a one way to a two way street. The concern</p> <p>21 is attaching that adjustment to this project is</p> <p>22 that that could be controversial on its own.</p>	<p style="text-align: center;">45</p> <p>1 are totally all ears on ways to improve safety.</p> <p>2 MS. CRNOVICH: Sometimes, like, when</p> <p>3 there's a lot of snow it's hard to see to get</p> <p>4 across there, especially during rush-hour</p> <p>5 traffic.</p> <p>6 MR. MITCHELL: I guess I would defer to</p> <p>7 public works and we can probably easily look and</p> <p>8 see if we've had complaints or there's a sense</p> <p>9 that we need a four-way stop here. You are not</p> <p>08 17 45PM 10 going to find us resisting that or not</p> <p>11 necessarily supporting that because I don't know</p> <p>12 that we have the experience.</p> <p>13 MR. O'CONNOR: We did have a</p> <p>14 preliminary review by a traffic consultant and</p> <p>15 there is a traffic memo in the document.</p> <p>16 CHAIRMAN CASHMAN: Yes, they</p> <p>17 recommended converting it to two way.</p> <p>18 MR. MITCHELL: And that's our engineer,</p> <p>19 KLOA?</p> <p>08 18 03PM 20 CHAIRMAN CASHMAN: I feel like I was on</p> <p>21 this commission when it was converted to one way</p> <p>22 but for school, it's much more common around</p>

<p style="text-align: center;">46</p> <p>1 schools because it's huge drop-off and pick-up</p> <p>2 traffic and crossing guards and it's a whole</p> <p>3 different scenario.</p> <p>4 MS. CRNOVICH: Yes, there's a lot going</p> <p>5 on. Thank you for answering that question.</p> <p>6 Now there's going to be screens on</p> <p>7 top of the building to hide any mechanicals?</p> <p>8 MR. WALSH: Yes. We would comply with</p> <p>9 the screening requirements for all the</p> <p>08 18 38PM 10 mechanicals on the top of the building. So the</p> <p>11 bottom from the rear is really where you would</p> <p>12 see them more. The parapet wall goes around the</p> <p>13 three sides so the back is really where you</p> <p>14 would see them and they are going to be pretty</p> <p>15 high up.</p> <p>16 MR. MITCHELL: The back meaning from</p> <p>17 north looking south?</p> <p>18 MR. WALSH: Yes.</p> <p>19 MR. MITCHELL: That's kind of a</p> <p>08 19 02PM 20 whatever angle to me and I don't mean to</p> <p>21 diminish the neighbor in any way but it's part</p> <p>22 -- it's a parking lot. These are office</p>	<p style="text-align: center;">48</p> <p>1 into our projects that allowed it to become sort</p> <p>2 of a cornerstone of our program.</p> <p>3 It's not going away unless we come</p> <p>4 up with a better vision for the eastern portion</p> <p>5 of the site. I actually really do like what we</p> <p>6 are planning there. I think it will work well.</p> <p>7 So no, not going away at this time.</p> <p>8 MS. CRNOVICH: I guess my concern would</p> <p>9 just be a lot of barking.</p> <p>08 20 34PM 10 CHAIRMAN CASHMAN: Well, you are in a</p> <p>11 much more of a residential setting than some of</p> <p>12 your other TOD projects, people walk their dogs</p> <p>13 around the neighborhood or go to Katherine Legge</p> <p>14 or whatever.</p> <p>15 MR. MITCHELL: Yes. Thank you.</p> <p>16 CHAIRMAN CASHMAN: Mark?</p> <p>17 MR. WILLOBEE: Following up on the</p> <p>18 two-way street. If you are trying to de-couple</p> <p>19 from talking about that, one of your renderings</p> <p>08 20 56PM 20 does show two-way.</p> <p>21 MR. MITCHELL: Fair comment.</p> <p>22 MR. WILLOBEE: So guest parking, I did</p>
<p style="text-align: center;">47</p> <p>1 buildings, former residences converted to office</p> <p>2 and there's not much to be desired back there at</p> <p>3 this point.</p> <p>4 I think the right answer is yes, we</p> <p>5 screen. We don't want you to see the mechanical</p> <p>6 units and I don't think you'd let us.</p> <p>7 MR. WALSH: Yes, they are pretty high</p> <p>8 parapet walls currently will serve to screen</p> <p>9 what's there.</p> <p>08 19 31PM 10 MS. CRNOVICH: Great.</p> <p>11 One more question. So do you think</p> <p>12 the dog run will be out?</p> <p>13 MR. MITCHELL: No, I don't, actually.</p> <p>14 I mean, we had somebody after the village board</p> <p>15 presentation say, people aren't going to use it</p> <p>16 because everybody walks their dogs on the</p> <p>17 sidewalks here and actually, I tend to agree.</p> <p>18 On our TOD projects we devote a lot</p> <p>19 of space to pet spas and we have dog runs with</p> <p>08 19 57PM 20 permeable turf that are irrigated and that all</p> <p>21 the business runs away. So it's this embrace of</p> <p>22 love for animals that has sort of made its way</p>	<p style="text-align: center;">49</p> <p>1 have a question about that. I was recently at</p> <p>2 one of the businesses on Grant and they</p> <p>3 complained about people having guests taking</p> <p>4 their spots for business along the street and</p> <p>5 things like that. So I know you said you have</p> <p>6 -- is it just those three outdoor spots for</p> <p>7 guest parking?</p> <p>8 MR. MITCHELL: Yes. So currently, it's</p> <p>9 three. There's homes in Hinsdale where there's</p> <p>08 21 30PM 10 none right now and in my house included, so I</p> <p>11 have to call up and I get a temporary pass</p> <p>12 overnight. I'm thrilled that we have three.</p> <p>13 There are ways that we could look</p> <p>14 at having additional parking on Second Street</p> <p>15 though we don't need it. I actually think it's</p> <p>16 the right number. I think we are going to be</p> <p>17 comfortable and where it's going to probably</p> <p>18 have a problem would be Christmas when</p> <p>19 everybody's gone but these folks maybe perhaps</p> <p>08 22 02PM 20 not as mobile and they are going to know their</p> <p>21 neighbor, and so could we park in your spot over</p> <p>22 the weekend. That really does happen. So I'm</p>

1 not really worried about it but I appreciate why
2 you are bringing it up.
3 MR. WILLOBEE: Yes. No. And again, it
4 was just happenstance that somebody mentioned
5 that to me two weeks ago.

6 Then as far as the park, so the
7 public park on the west side, is that going to
8 be HOA responsibility to maintain?

9 MR. MITCHELL: Yes. So it would be the
10 HOA responsibility to maintain. It would have
11 sort of two paths. So you have a path off of
12 Vine running due east, you have a path off of
13 Second at the southwest corner of the building
14 running north with an artistic element in the
15 middle and yes, it would be maintained and
16 clearly be a place anybody can go and sit down
17 and enjoy themselves and we'd probably put poop
18 bags out there, you know, just out of
19 convenience and maybe a little trash, but yes,
20 we would maintain it in perpetuity.

21 MR. WILLOBEE: The other thing, what I
22 think about is the ability of people to

1 understand that's there for them to enjoy as
2 the public. I mean, I don't know if I'd go if
3 there's an apartment or a condo building, I
4 don't know if I'd just go and sit and hang out
5 in a place if I thought it was associated with
6 the building itself.

7 MR. MITCHELL: There's really easy ways
8 to do that. One idea you just gave me, and
9 Pastor is here, maybe this could be a gift from
10 Zion church, via the HOA to the community and it
11 says, Gifted by Zion to the community of
12 Hinsdale, and it wraps whatever elements we put
13 in the center of it. I think there's ways that
14 we could sort of cleverly allow people to
15 understand that this really is for your
16 consumption and benefit.

17 MR. WILLOBEE: I would like something
18 like that to let people know.

19 MR. MITCHELL: And we could pay homage
20 to the church and this great building that has
21 adorned this corner for so many years, over 90
22 years.

1 MR. WILLOBEE: Okay.

2 MR. KRILLENBERGER: Mark, before you
3 go.

4 Is drainage at issue in this
5 discussion?

6 MR. WILLOBEE: That was my next
7 question. You mentioned a couple of times it's
8 in a floodplain. I didn't get a chance to look
9 at the insurance study.

10 Is it in the 100 year floodplain or
11 are we just using a figure of speech?

12 MR. O'CONNOR: It is in the floodplain.
13 The issue with it is that there's -- there are
14 openings that are slightly below base flood
15 elevation but they are easily adjusted. And
16 part of the project will be to do that. So it's
17 really just raising a step, adding a step as you
18 are coming into the building, and then the
19 opening that we are going -- well, first of all,
20 all the openings that are at the lower level of
21 the building are going to be now the garage.
22 All of those will be sealed and covered with

1 masonry enclosed.

2 And then the ramp that goes down to
3 create the entrance for the cars to pull into
4 that level, the ramp will have -- I'll use the
5 word berm but it's not going to look like a
6 berm. It's just going to have a little
7 (indicating) at the edge of the property that
8 will tie into the grading of the property to tie
9 into the grade at the step to get into the
10 entrance, it will all be above the base flood
11 elevation. So that's how it will be engineered.

12 And we went to DuPage county, got
13 permission from them, or direction from them, as
14 to how we could use the lower level. We
15 couldn't use the lower level for dwelling. It
16 was used for classroom space but the current
17 code you wouldn't be able to do that, but we can
18 park cars there but we can't have any other uses
19 down there per se, you know, any kind of
20 function of the building can't be down there.

21 MR. WILLOBEE: So will you be able to
22 do like a little map amendment so these people

<p>54</p> <p>1 don't have to pay flood insurance or are they</p> <p>2 going to be required to pay flood insurance?</p> <p>3 MR. O'CONNOR: I suppose that we would,</p> <p>4 as it relates to the grading that I just</p> <p>5 described, we would but their units are well</p> <p>6 above.</p> <p>7 MR. WILLOBEE: Right. I'm just saying</p> <p>8 from an HOA perspective of having to pay.</p> <p>9 MR. O'CONNOR: I'd have to research</p> <p>10 that question, ask our engineer about the answer</p> <p>11 to that question and get back to you. But I</p> <p>12 think there would be a minor modification to</p> <p>13 that by our grading plan that I described.</p> <p>14 MR. MITCHELL: I'm just going to add to</p> <p>15 that. When we first started exploring this</p> <p>16 project, we were like, there's something that's</p> <p>17 going to blow up on us and we initially thought</p> <p>18 it would be being in the floodplain and that is</p> <p>19 why our first stop was the DuPage county</p> <p>20 stormwater. We got all those folks in a room</p> <p>21 and the objective is presented by the DuPage</p> <p>22 county board member helped us set up the meeting</p>	<p>56</p> <p>1 we are going to have to get better educated on.</p> <p>2 MR. WILLOBEE: Okay. That's helpful.</p> <p>3 Then my last question.</p> <p>4 So I know there's mention are the</p> <p>5 dumpsters also going in that basement are or</p> <p>6 garage?</p> <p>7 MR. WALSH: Yes. We would have a trash</p> <p>8 room down in the basement, kind of hard to see,</p> <p>9 but it's to the left as you turn in that garage</p> <p>10 door right here. (Indicating.)</p> <p>11 MR. WILLOBEE: So then they roll them</p> <p>12 out to the --</p> <p>13 MR. WALSH: Yes, the plan would be the</p> <p>14 garbage truck off the street back down the ramp</p> <p>15 they could roll out the dumpsters, throw them</p> <p>16 out and the garbage truck would pull away.</p> <p>17 MR. WILLOBEE: Okay. All right.</p> <p>18 That's all I have, Steve.</p> <p>19 CHAIRMAN CASHMAN: Okay.</p> <p>20 Anna?</p> <p>21 MS. FIASCONE: It's a beautiful</p> <p>22 building, looks great and I know so many people</p>
<p>55</p> <p>1 and how do we save this building. And it's</p> <p>2 actually like two inches of ramping gets us</p> <p>3 before the BFE. Where we are filling it in, it</p> <p>4 will be brick to match the existing structure so</p> <p>5 we are trying to not draw attention to it.</p> <p>6 We have an elevator going down</p> <p>7 there, Mark, it's not that -- my understanding</p> <p>8 was the mechanicals, like we could have electric</p> <p>9 vehicle charging stations but they have to be</p> <p>10 above a certain height so they might feel a</p> <p>11 little weird, right, they are up here, we are</p> <p>12 trying to adhere to that base flood elevation</p> <p>13 not having mechanicals put in below that.</p> <p>14 MR. WILLOBEE: Okay. I was thinking</p> <p>15 about it when I kept hearing floodplain,</p> <p>16 floodplain and then subgrade, electric car</p> <p>17 storage.</p> <p>18 MR. MITCHELL: My understanding is this</p> <p>19 is going to be something that comes up if</p> <p>20 somebody is trying to get a mortgage and how it</p> <p>21 affects their homeowner's insurance so there are</p> <p>22 things for sure that we don't know right now and</p>	<p>57</p> <p>1 are going to be so excited that you're</p> <p>2 preserving the facade, it's going to be great.</p> <p>3 The village board asked us to look</p> <p>4 at three things presumably. One specifically is</p> <p>5 that they be age restriction and I know it seems</p> <p>6 like that's kind of agreed upon but I just</p> <p>7 wanted to go on the record stating that I think</p> <p>8 that's putting undo pressure on the development</p> <p>9 making it 55-plus restricted.</p> <p>10 Right now the market, yes, they</p> <p>11 will sell immediately, it will be gone in a</p> <p>12 second, but we've been around long enough where</p> <p>13 that's not always the case and I think having</p> <p>14 it -- it's 12 units.</p> <p>15 I do not think that's going to put</p> <p>16 any pressure on our schools whatsoever and if</p> <p>17 the HOA puts rules into the bylaws or whatnot,</p> <p>18 like we did at Hinsdale Meadows, I just don't</p> <p>19 see it being an issue.</p> <p>20 I don't think it's going to be your</p> <p>21 issue, I think it's going to be my issue as a</p> <p>22 realtor having to resell these one day and</p>

1 making it 55-plus. So it's a little on the
2 selfish side, I guess, but I think for the
3 village as a whole we shouldn't do that.

4 I think the Clay town homes over by
5 Kramers and Hinsdale Meadows those aren't
6 restricted and that's never really been a huge
7 issue since I've lived here at least. So I know
8 that the village has a strong opinion on that,
9 the board, but I just wanted to put my two cents
10 on that one. So I don't know if you have a
11 strong preference on that.

12 MR. MITCHELL: So I'm pleased, really,
13 thank you for bringing that up.

14 This kind of falls in the
15 unnecessary handcuffs category and I think it's
16 really probably trying to get in front of the
17 potential of children living in this building,
18 which would almost certainly never happen.

19 Even at this price point, my sense
20 is that there are single-family homes that are
21 sub 700,000. I moved into one in a starter home
22 that was 30 percent less than that when I first

08 30 24PW

08 30 47PW

1 because I totally agree with you. I don't think
2 you are going to have an issue with under 55
3 wanting to live here and then it creates some
4 weird concerns like, for example, if mom is
5 getting older and son wants -- and he's 48 and
6 wants to live here and now you have a neighbor
7 calling on the neighbor or mom passes away and
8 son is still there. You know it does to me
9 actually create more potential down the road for
10 issues but I'm not -- I don't want to stick my
11 neck out on it and so I don't know how to
12 navigate that other than being able to reference
13 that one of our plan commissioners brought this
14 up and questioned sort of the underlying thought
15 and I genuinely appreciate you bringing that up.

16 CHAIRMAN CASHMAN: Scott?

17 MR. MOORE: I like going last and being
18 new. I just have a couple of questions.

19 And first of all, I do like it. We
20 have talked about all three sides outside. What
21 about the north side that's going to run along
22 the fence, what are your plans on that and

08 32 22PW

08 32 53PW

1 moved to Hinsdale and so this just wouldn't be
2 your first stopping point. It just doesn't make
3 sense, it's not how families live.

4 In our other TOD projects, you
5 know, it's really two demographics, it's your
6 millenials or your pre-household formation, so
7 they are singles, professionals, maybe they are
8 engaged. The minute they have a baby, they are
9 out. They just don't want to live there. So I
10 just can't imagine.

11 Now, I do think you are limiting
12 unfortunately divorcee population where there's
13 family disruption, this might be a logical place
14 for dad to move. I also think it could create
15 some consternation on the part of the buyer
16 knowing that their buyer pool is eventually
17 limited but we are trying to be agreeable
18 because our eye is on the prize of identifying I
19 the path of salvaging the Zion school.

20 So if that's going to be the major
21 issue, I would roll over on it, but I'm pleased
22 that professionally you offered that opinion

08 31 21PW

08 31 50PW

1 fencing that area in and what's that going to
2 look like for the neighbors?
3 MR. WALSH: So we do have -- that
4 probably gets the most windows added to it to be
5 honest with you. It's in the bottom elevation,
6 you see there, and you saw before what that
7 looked like but it's pretty bad true.

8 MR. MITCHELL: Would you go to that,
9 the one that shows it?

10 MR. WALSH: So that bottom right.

11 MR. MITCHELL: Bottom left to me is
12 perhaps the most informing. I mean, it's a lot
13 of gutters right now, no penetrations, it's a
14 little dialed down brick, you're not getting
15 that red brick, which still it's a nice brick
16 but I think this does need some thought.

17 For us, we kind of want the
18 building to sort of stop here and maybe this
19 gets grass and sort of becomes, you know, maybe
20 there's an agreement with the neighbor we are
21 mowing that strip. I don't think you need the
22 sidewalk there anymore.

08 33 32PW

08 34 01PW

<p style="text-align: center;">62</p> <p>1 MR. WALSH: So currently we have a 2 fence, you know, like a wood fence that will go 3 from that corner Drew just pointed to to the lot 4 line and then all the way down the lot line to 5 kind of break that neighbors' view of that whole 6 side there. And then, like I said, we would be 7 opening up a lot more openings of glass and then 8 there are a couple of balconies that will stick 9 out that way.</p> <p>08 34 34PM 10 The plan is to put trees, shrubs, 11 you know, along the fence line to add additional 12 screening. I believe there's something in the 13 code about you have to have stone or something 14 there, am I right, in that side yard?</p> <p>15 MS. SALMON: I believe you need some 16 sort of landscaping.</p> <p>17 MR. WALSH: It is dictated in your code 18 that that has to be landscaped and in our 19 landscape plan there is, you know, the 08 34 56PM 20 beginnings or our thoughts on how that could be 21 addressed. So that is the plan is really to 22 have a wood fence that would block the view</p>	<p style="text-align: center;">64</p> <p>1 where I know you are not looking at the stained 2 glass, the stained glass is on the left-hand 3 side of that element.</p> <p>4 Can windows be put in there, into 5 that stairwell area to try and --</p> <p>6 MR. WALSH: We did -- we got this 7 feedback late but there is an opportunity. So 8 the first portion of that is the stairwell and 9 we already have the stained glass on the one 08 36 32PM 10 side but we do have the end of that hallway, so 11 we are talking about we could probably add 12 windows into that hallway.</p> <p>13 MR. MOORE: Just to kind of make it not 14 quite as flat and liven it up a little bit.</p> <p>15 MR. MITCHELL: Perhaps at the end of 16 this hallway and then you would have light 17 coming in.</p> <p>18 MR. WALSH: So right here I think there 19 is an opportunity to add some more windows.</p> <p>08 36 56PM 20 MR. MITCHELL: That's a good 21 suggestion.</p> <p>22 MR. WALSH: So possibly. It's harder</p>
<p style="text-align: center;">63</p> <p>1 along with shrubs and then a revamped 2 presentation.</p> <p>3 MR. MITCHELL: There is a double -- 4 there is a stairwell, as Chris pointed out, on 5 the north side that we will be removing and 6 filling in with brick. So right now there's 7 actually ingress/egress out on that part of the 8 site.</p> <p>9 MR. WALSH: Now the brick on that side 08 35 33PM 10 is the common brick so it is a different color. 11 Right now there is no plan to swap out all the 12 brick and match the entire elevation but we 13 wouldn't match the existing brick that way but 14 this is just how they built buildings. The 15 backside is always --</p> <p>16 MR. MITCHELL: I think it will look 17 great with a bath. It needs a bath.</p> <p>18 MR. MOORE: So cleaning and 19 tuckpointing all that.</p> <p>08 35 59PM 20 MR. MITCHELL: Yes. That's right. 21 MR. MOORE: The second thing that I 22 think I'm looking at is on the east elevation</p>	<p style="text-align: center;">65</p> <p>1 in the stairwell with just fire codes and things 2 like that, we would rather stay away from that.</p> <p>3 The other thing we can look at is 4 maybe is there metal work or something that we 5 can add to the building, maybe vines or some 6 sort of landscaping or something like that.</p> <p>7 MR. MOORE: Will there be a sprinkler 8 system for all the outside landscaping and all 9 of that?</p> <p>08 37 26PM 10 MR. MITCHELL: Yes, we would have an 11 irrigation system.</p> <p>12 MR. MOORE: Thank you. All right. I 13 don't have anything further.</p> <p>14 CHAIRMAN CASHMAN: Thanks, Scott.</p> <p>15 MS. CURRY: Could I just ask a quick 16 question?</p> <p>17 CHAIRMAN CASHMAN: Yes.</p> <p>18 MS. CURRY: Have you looked at staining 19 the brick?</p> <p>08 37 41PM 20 MR. WALSH: That is a possibility. I 21 mean, there are some great companies that do 22 that, you know, it's something we can definitely</p>

<p style="text-align: center;">66</p> <p>1 look at. But like I said, currently that's --</p> <p>2 that's down the road.</p> <p>3 CHAIRMAN CASHMAN: It's not very</p> <p>4 visible. It almost looks like a plan for a</p> <p>5 future expansion or something with the common</p> <p>6 brick on that side because the building north of</p> <p>7 there is so close, it's not noticeable.</p> <p>8 MR. MITCHELL: You are right. Why</p> <p>9 don't you give us a chance to think about this</p> <p>10 and talk to some masonry experts and we may come</p> <p>11 back and say we really think that brick should</p> <p>12 stay and perhaps there's a staining approach,</p> <p>13 perhaps we put a new skin on it but we will look</p> <p>14 at that.</p> <p>15 CHAIRMAN CASHMAN: I really like the</p> <p>16 concept. I think it's fantastic to take this</p> <p>17 historic building and to repurpose it. It's</p> <p>18 great for the environment. I do think it's</p> <p>19 unique for this type of housing in Hinsdale, you</p> <p>20 know, it's not right in the downtown, it's very</p> <p>21 close, it's close to Grant Square. I could</p> <p>22 really see the attractiveness of that.</p>	<p style="text-align: center;">68</p> <p>1 there. I don't really have a problem with that.</p> <p>2 I think if you end up somewhere between 8 and 9,</p> <p>3 it's fine.</p> <p>4 I'm pretty sure when we had the</p> <p>5 District 86 and the high school we reduced the</p> <p>6 widths of the parking spaces there because</p> <p>7 schools typically since you are coming in one</p> <p>8 time, leaving at the day, you can also go with</p> <p>9 smaller parking spaces so I'm not concerned on</p> <p>10 that item.</p> <p>11 The comment -- there's a thing in</p> <p>12 here about the pocket park and it's like you're</p> <p>13 really close, maybe 300 feet, but I think it's</p> <p>14 close enough and I do like -- I mean, we have</p> <p>15 pocket parks around town. Hinsdale Meadows put</p> <p>16 in two of at least. Yes, I think there's two</p> <p>17 there. And I do think it would be a nice</p> <p>18 amenity for that neighborhood. I'm not sure,</p> <p>19 you know, envisioning myself living there I</p> <p>20 don't know what that east parcel needs to be, I</p> <p>21 like the visuals and the idea of having space</p> <p>22 for these people. I don't know that we need</p>
<p style="text-align: center;">67</p> <p>1 It was interesting Anna's comment</p> <p>2 about the age-targeted versus age-restricted.</p> <p>3 I'm pretty sure the initial package we saw it</p> <p>4 was described as age-targeted and that was</p> <p>5 before you met with the board and then you went</p> <p>6 to age-restricted. I think maybe as a</p> <p>7 commission we can talk about that separately.</p> <p>8 A couple of things. There was one</p> <p>9 little typo, I think I told I told you and it</p> <p>10 kind of threw me off because it said you needed</p> <p>11 28 parking spaces, it should have been 18 and</p> <p>12 you are providing 25 and you comply but it's</p> <p>13 just a typo.</p> <p>14 There was one comment about the</p> <p>15 width of the parking and I lived in a building</p> <p>16 like this where you do get to know your parking</p> <p>17 spaces, especially when you're paying for them,</p> <p>18 and a typical residential garage door for a</p> <p>19 2-car is 16-feet wide.</p> <p>20 I think if you can't make it work,</p> <p>21 I think you are going to be fine and it's just a</p> <p>22 matter of structure and what you can accomplish</p>	<p style="text-align: center;">69</p> <p>1 swing sets and things like that but I'm</p> <p>2 comfortable with the pocket park you show. If</p> <p>3 the neighbors really had an issue, were looking</p> <p>4 for more park space, that would be one thing but</p> <p>5 I defer to the neighbors.</p> <p>6 I think when we get to further down</p> <p>7 the road, illumination of the exterior would be</p> <p>8 kind of crucial. I like the aesthetic but I</p> <p>9 would really want to look at it from the</p> <p>10 neighbors' point of view because even though I</p> <p>11 think it's important to highlight some of those</p> <p>12 details, I also don't want it glowing for the</p> <p>13 neighbors because it's fairly dark and subdued</p> <p>14 in that neighborhood. It's a nice neighborhood.</p> <p>15 So parking space size. We talked</p> <p>16 about open space. The area that you have with</p> <p>17 the English garden wall, which I really like</p> <p>18 that concept, I do think even though it will</p> <p>19 require a variation to create that space, I</p> <p>20 think it's important because you need to have</p> <p>21 some space like that beyond a balcony and I</p> <p>22 think it's very tastefully done. I think it</p>

<p style="text-align: center;">70</p> <p>1 ties in really well with the architecture of the</p> <p>2 building and you're really not projecting any</p> <p>3 more to the south than the existing building</p> <p>4 currently is so I think even the way you are</p> <p>5 showing it, I really like the detail you are</p> <p>6 showing because it looks like it was always</p> <p>7 there and I do think they, the neighbors, should</p> <p>8 have a spot like that. You basically would be</p> <p>9 across the street from the backyard of that</p> <p>10 house that's being renovated. I could see them</p> <p>11 having their fire pit back there and putting in</p> <p>12 an outside TV so I think it fits in with the</p> <p>13 residential nature of the neighborhood. So I do</p> <p>14 think that pocket park is a nice public benefit.</p> <p>15 There was one question in here, I</p> <p>16 think it was from staff that was about the</p> <p>17 existing planned development and whether these</p> <p>18 modifications we are talking about related to</p> <p>19 that, whether that's considered substantial</p> <p>20 conformity like the change. I think this is</p> <p>21 kind of beyond that. Even though I know it's</p> <p>22 more paperwork and jumping through some hoops,</p>	<p style="text-align: center;">72</p> <p>1 there's anyone in the audience, any community</p> <p>2 members that would like to speak out on this</p> <p>3 matter.</p> <p>4 Yes sir. If you can come up here</p> <p>5 and just tell us your name and we'd love to hear</p> <p>6 what you have to say.</p> <p>7 MR. HEINZ: Thank you for the</p> <p>8 opportunity to speak. My name is Tom Heinz,</p> <p>9 H-e-i-n-z, and I live at 115 South Vine Street.</p> <p>10 So I'm across from the building, the home that</p> <p>11 has been converted into offices.</p> <p>12 I have lived there for 44 years now</p> <p>13 and we raised our children there and I remember</p> <p>14 when it was a school too, you know, the dropping</p> <p>15 off in the morning was something we hardly</p> <p>16 noticed at all. Of course we were getting our</p> <p>17 own kids to school and getting off to work but</p> <p>18 now I'm retired and I can sit around and look</p> <p>19 out my window and really check it out and see</p> <p>20 what's going on.</p> <p>21 First of all, Mr. Mitchell and</p> <p>22 Holladay Properties have come up with a</p>
<p style="text-align: center;">71</p> <p>1 it would be one thing if we were just making</p> <p>2 some slight modifications to the PUD, but we are</p> <p>3 changing FAR, everything to the good, but we are</p> <p>4 changing a bunch of things. So my intention</p> <p>5 would be to go with the staff's recommendation</p> <p>6 that that is a little bit beyond a minor</p> <p>7 modification.</p> <p>8 But it was interesting historically</p> <p>9 looking at all the things we did with the church</p> <p>10 was the same thing when we basically had to</p> <p>11 create all these variances because this is an</p> <p>12 existing historic building from the 1915s and</p> <p>13 there was no zoning code back then. It was</p> <p>14 like, try to keep it on your property, don't</p> <p>15 build in the street. So it all makes sense to</p> <p>16 me.</p> <p>17 With that, those are all the</p> <p>18 comments I have. I really think you did a great</p> <p>19 job on the packet, it was very informative, very</p> <p>20 well -- a lot of detail which we always</p> <p>21 appreciate as commissioners.</p> <p>22 With that I'd like to hear if</p>	<p style="text-align: center;">73</p> <p>1 beautiful building I think. I love it and I</p> <p>2 would happily look across the street at that</p> <p>3 rather than the school that's there now.</p> <p>4 I have two concerns and they both</p> <p>5 have been addressed to some extent. Parking.</p> <p>6 Not so much traffic but parking. And the</p> <p>7 floodplain.</p> <p>8 So with the parking, when we moved</p> <p>9 in it was called a buffer zone and those four</p> <p>10 homes converted with offices that had to be low</p> <p>11 traffic generating so they were a lawyer's</p> <p>12 office and architect, things you hardly noticed</p> <p>13 that they were having customers at all.</p> <p>14 As things changed and they were</p> <p>15 bought and turned into other businesses, at one</p> <p>16 point the village required them to pave there</p> <p>17 behind the building so that their customers</p> <p>18 could park there and not be on Vine Street. So</p> <p>19 they all have done that, however, in a couple of</p> <p>20 cases they turned into parking for the people</p> <p>21 who work there and the customers may or may not</p> <p>22 even know they are allowed to park back there</p>

1 but I don't know how you solve that.

2 What happened though recently is

3 the third building in has become a counseling

4 center. There are, I believe, 24 counselors

5 that work out of that office having hour

6 appointments that go all day long and into the

7 evening on a couple of days. So you have people

8 coming and going every hour looking for parking.

9 And there's almost always a full row of cars on

10 that side of the street. There's a sign that

11 says no parking here to corner that's no longer

12 observed and two to three-hour parking, that's

13 not bad because appointments are only an hour,

14 but our side of the street is no parking and

15 that's what I want to make sure does not change.

16 I think Mr. Mitchell used the term

17 urban heartbeat and that's the urban heartbeat I

18 do not want. My daughter and her family live in

19 river north and I know what it's like to just

20 live with cars parked on both sides of your

21 street and that's not why we moved to Hinsdale.

22 So it was originally no parking on that side of

1 the street because of the school zone but even

2 after the school closed, it's remained that way.

3 However it used to say no parking this side of

4 street. For some reason it changed to no

5 parking and there's one no parking sign in our

6 neighbors' on the left and two houses down on

7 the right but my yard doesn't have one so

8 there's people who come and park there because

9 there's no room on the other side of the street.

10 Well, since I'm retired and home all day long, I

11 can go out there and say, um, excuse me, but

12 there's no parking on this side of the street.

13 And I always say, I wouldn't want you to get a

14 ticket.

15 So anyway, the point is it's just

16 become very, very busy. So anything that this

17 building generates in terms of visitor parking

18 with people that live there -- for the people

19 that live there -- no longer will they have to

20 those diagonal spots that you are going to

21 remove on Second Street, I just want to make

22 sure that it doesn't become a place where

1 there's parking allowed on both sides of the

2 street because now the lawn services are there

3 and they will park there because there's nowhere

4 on the other side of the street to park and it's

5 very difficult to get through when there's cars.

6 So I think I made that point.

7 CHAIRMAN CASHMAN: It's a narrow

8 street.

9 MR. HEINZ: So the two parking places

10 per unit that they're recommending here, I mean,

11 I'm just hoping that that's like almost a

12 requirement, you have to use those spots

13 because, like, there's no overnight parking.

14 Is there overnight parking on any

15 streets in Hinsdale?

16 CHAIRMAN CASHMAN: No, not without

17 contacting the village hall.

18 MR. HEINZ: They can't have guests

19 parking on the street. That's one concern.

20 The other concern is the flood zone

21 and I am in it; we have our house paid off, so I

22 can no longer pay the insurance anymore but when

1 it rains heavily, that intersection of Vine

2 Street and Hinsdale Avenue water comes all the

3 way up to my house, I'm the second house, not

4 the corner house but I'm the second house in but

5 it's come all the way up to my driveway. So

6 anything -- and that has gotten worse over the

7 years and I don't know why, what's been

8 redirected there or not but it's gotten worse.

9 So, you know, I know you are going

10 to deal with the drainage but I mean, it seems

11 like people always want to get it done so that

12 it doesn't have any negative effect on anybody

13 but on the other hand, you never really know

14 until it's done and then all of a sudden the

15 retention pond the neighbor put in so their yard

16 doesn't get wet anymore now your yard has a lake

17 in it.

18 But any ways. So if there's

19 anything that can be required of that to where

20 no more water is directed onto Vine Street. I

21 don't know where else it's going to go but we

22 can't take any more water on that street. So

1 those are the two concerns I have.

2 I do think it's a beautiful

3 building and you are really doing a great job of

4 restoring it. So I'm in favor of all that but

5 those are my two concerns.

6 CHAIRMAN CASHMAN: Thank you, Tom.

7 Anyone else? Ann?

8 (No response.)

9 Just here to observe.

08 51 29PM 10 MS. SMITH: I have a question.

11 CHAIRMAN CASHMAN: Oh, sure. You can
12 come up.

13 MS. SMITH: Ann Smith, and I live on
14 Third Street, so I'm a block away. But same
15 thing, I think most of the neighbors feel
16 positively about the building being reused and
17 re-loved.

18 Could you put parking on Second
19 Street so your guests can park in front of your
08 51 46PM 20 house? You know, you are taking the parallel
21 spots but can't they just park on Second Street
22 like they park on Third Street and Fourth

1 Street?

2 CHAIRMAN CASHMAN: I don't see why not.

3 MS. SMITH: Usually it's on one side
4 because I have to agree with him, the traffic
5 now down across from Tom is pretty bad.

6 CHAIRMAN CASHMAN: Is that the third
7 building, the one closest to this building that
8 has all the traffic? Is that the counseling
9 building?

08 52 13PM 10 MR. HEINZ: Next to this building is
11 the building that's just been restored, the
12 yellow.

13 MS. SMITH: And they have a full
14 parking lot in their back and I'm kind of
15 interested why none of the parents, maybe it
16 would be better for them to make their U-turn
17 back there so people can park there. Again,
18 maybe not enough space. Couldn't we put parking
19 on Second?

08 52 37PM 20 MR. HEINZ: On my way to this meeting
21 tonight I looked behind and there were seven
22 cars parked back there.

1 MS. SMITH: I'm sure the therapists are
2 parked there but it's bigger than it looks.

3 MR. MITCHELL: I think what Ann is
4 talking about is couldn't we just have regular
5 parallel parking. And I think the answer is
6 absolutely we could.

7 CHAIRMAN CASHMAN: Right.

8 MS. SMITH: If you left it as a one-way
9 street, of course you could put parallel parking
08 53 04PM 10 on both sides but if you are going to make it
11 two way, just one side.

12 CHAIRMAN CASHMAN: Being a neighbor,
13 what are your thoughts about one-way versus
14 two-way?

15 MS. SMITH: I don't live on Second
16 Street.

17 CHAIRMAN CASHMAN: Tom would probably
18 have a good opinion on that.

19 MR. HEINZ: I do have an opinion. I
08 53 23PM 20 think actually it would be better as a two-way
21 because if you think of all those people, the 24
22 cars that are parked in the basement, if they

1 come out to leave and it's a one-way street,
2 they have to turn right and come down my street
3 or they can turn left and go down Grant Street.

4 CHAIRMAN CASHMAN: Okay.

5 MS. SMITH: My only thought is if there
6 is a preschool at the church, I don't know,
7 there's a pretty hefty line. They go through
8 your parking lot and stay off the street but I
9 didn't know if that would affect the traffic.

08 53 56PM 10 CHAIRMAN CASHMAN: Thanks, Ann.

11 MR. KRILLENBERGER: Is there any
12 thought about the church and the development
13 making a parking arrangement. I don't know if
14 Zion Lutheran has excess parking ever.

15 MR. MITCHELL: I promised Pastor if he
16 came, we would avoid putting him on the spot.
17 What I'd like to do what's been collaborative
18 with other communities.

19 So our Burlington Station project
08 54 20PM 20 in downtown Downers Grove is adjacent to a Metra
21 lot and those parking spots are really important
22 7 to really 11 a.m. and after that point they

1 are really generally pretty flexible.

2 There could be a world where
3 perhaps there's an annual donation to the church
4 from the HOA and on an occasional basis there's
5 an evening stay and it occurs in their lot, you
6 know.

7 And, Pastor, perhaps you want to
8 talk to Suzanne or somebody else. But I'd be
9 reluctant to make you commit to anything today
10 but our experience has been that you can be
11 neighborly and there are ways to just have
12 conversations and kind of limit. We will make
13 the pie bigger would be a different way to say
14 it and it works. So that's it.

15 MS. FIASCONE: So back to the flooding
16 point.

17 Is there an extensive sump pump
18 system down there right now? I mean, does that
19 building flood a lot?

20 MR. MITCHELL: That building is bone
21 dry. It really is. And I'm not -- I can't
22 speak to the existing mechanical system. We

1 know we are -- I mean, we are going to have a
2 ramp that even though it has a little berm in
3 the front, it's going to need a trench drain
4 because there's stuff that's going to melt and
5 then we are going to need to move that out.

6 I do think that where I'm
7 disappointed we said it's a 12 percent increase
8 of permeable because it's really going from
9 27 percent of site to 40, and it's almost a
10 50 percent increase. So I think the earth will
11 accept more water here. I also think with this
12 garden use that will be -- they will be thirsty
13 plants that are in there as well versus what's
14 really been mulch and a playground in asphalt.

15 MS. FIASCONE: I would just say when
16 you start dealing with those -- where all that
17 that water is going to drain, just make sure not
18 to put it onto the street just because I've
19 dealt with so many low areas in Hinsdale where
20 it's just --

21 CHAIRMAN CASHMAN: Only residential
22 properties get away with that.

1 MS. FIASCONE: It's the residential
2 properties that put it to the street.

3 CHAIRMAN CASHMAN: I know.

4 MS. FIASCONE: So just a note.

5 MR. MITCHELL: This is actually my
6 weakest part of my job is when I get into
7 stormwater and civil engineering and Mike is an
8 engineer, that's why he jumped up right away to
9 help me on the BFE and raising that, so I don't
10 know how to speak any further to that other than
11 --

12 MR. O'CONNOR: I think we would share
13 all these comments with our civil engineer who's
14 going to design, create a hundred percent set of
15 engineering drawings.

16 CHAIRMAN CASHMAN: The village will
17 review it and also the county but stormwater is
18 pretty much we leave as much up to the village
19 and the county and DuPage is tough.

20 MR. O'CONNOR: It will get a lot more
21 scrutiny, continued scrutiny.

22 MR. MOORE: And the permeable though is

1 pretty much the pocket park, that's the increase
2 on the permeable, right?

3 MR. MITCHELL: It's actually largely
4 coming from these angled parking spaces that are
5 going away and that's a big part of it as well.

6 MR. O'CONNOR: And that parking lot.

7 MR. MITCHELL: Of course, the parking
8 lot, but you are adding impermeable here at the
9 bottom of your ramp, and then this is pretty
10 much was and remains permeable although the
11 grade will change and then we can use permeable
12 pavers here, which I think this is currently
13 factoring into our impermeable calculation, and
14 we can use permeable materials there.

15 So we are hearing this and I think
16 you can just have smart design and even talk to
17 the arborist about what trees will suck up the
18 most water because that can really help out a
19 lot.

20 Mike's going to kill me but --
21 well, Mike hates when I say that, too, but I
22 feel like there's a way you can put a vault in,

<p style="text-align: center;">86</p> <p>1 and this is money, right, and now you are</p> <p>2 telling me how to spend money, but maybe a vault</p> <p>3 could go back here and it's a collaboration with</p> <p>4 public works and it sits back here and we put</p> <p>5 something over it and --</p> <p>6 CHAIRMAN CASHMAN: Well, I was</p> <p>7 wondering when you talk about raising the</p> <p>8 entries and stuff, will you need compensatory</p> <p>9 storage to offset that with the county?</p> <p>08 59 45PM 10 MR. O'CONNOR: We are talking about --</p> <p>11 CHAIRMAN CASHMAN: I know it's pretty</p> <p>12 small and you might be under the threshold but</p> <p>13 if you cross the threshold, then you have to add</p> <p>14 something.</p> <p>15 MR. KRILLENBERGER: And that</p> <p>16 intersection, as Mr. Heinz mentioned, I have</p> <p>17 seen cars actually flood out trying to drive</p> <p>18 through so it's a major problem.</p> <p>19 MR. WILLOBEE: I was just going to</p> <p>08 59 52PM 20 mention I mean, obviously turning it permeable</p> <p>21 is great but, like, it sounds like a regional</p> <p>22 issue that we are dealing with here, so the more</p>	<p style="text-align: center;">88</p> <p>1 out, try to identify ways that we can help and</p> <p>2 certainly what I'm pleased about is one we are</p> <p>3 saving this structure.</p> <p>4 I want to react quickly to the</p> <p>5 comment your appreciation of this residential</p> <p>6 amenity in front of our building. It's really</p> <p>7 important, we think, to our residents to have</p> <p>8 that space and we were concerned that somehow</p> <p>9 that may die on the vine and actually affect the</p> <p>09 00 38PM 10 utility and function of these units so I</p> <p>11 appreciate you mentioning that. So it's saving</p> <p>12 the building, not adding the storm problem so</p> <p>13 I'm very pleased we have identified a way to</p> <p>14 increase the amount of permeable surface by</p> <p>15 40 percent, we are willing to continue to look</p> <p>16 at ways to further improve this localized</p> <p>17 situation here as it relates to stormwater.</p> <p>18 MR. WILLOBEE: On that note, I think</p> <p>19 the comment was made this is the lowest part of</p> <p>09 01 06PM 20 Hinsdale and part of what comes with the</p> <p>21 territory. Well we have to take these</p> <p>22 opportunities, like yourself, coming in, great</p>
<p style="text-align: center;">87</p> <p>1 you can make that functional storage, you know,</p> <p>2 could you make the parkway, you know, some type</p> <p>3 of water retention system or something like</p> <p>4 that, that's still not going to help it sounds</p> <p>5 like with the events we are dealing with. I'd</p> <p>6 explore vaults too, but I'm not trying to spend</p> <p>7 your money but anything that you can help.</p> <p>8 MR. O'CONNOR: It comes with the --</p> <p>9 MR. WILLOBEE: Is this combined sewer</p> <p>08 59 49PM 10 in the area?</p> <p>11 MR. O'CONNOR: Chris points out the</p> <p>12 entire site isn't a floodplain just the corner.</p> <p>13 CHAIRMAN CASHMAN: Just the lower</p> <p>14 corner, okay.</p> <p>15 MR. MITCHELL: I also just wonder</p> <p>16 aloud, you know, Mr. Heinz's comment where are</p> <p>17 these businesses parking and then all of a</p> <p>18 sudden we have gravel lots that are getting</p> <p>19 paved that are further aggravating the problem</p> <p>09 00 11PM 20 and so you know, we have to be careful about</p> <p>21 making this building solve all of the</p> <p>22 neighborhood issues but we are willing to figure</p>	<p style="text-align: center;">89</p> <p>1 opportunity to try to do some retrofits to solve</p> <p>2 the problem and that's how you chip away at it</p> <p>3 in time and I know we don't incentivize that</p> <p>4 through ordinances and things like that just my</p> <p>5 opinion to look for those opportunities to start</p> <p>6 dealing with some of these flood problems.</p> <p>7 MR. MITCHELL: That's good planning and</p> <p>8 we understand it and appreciate it.</p> <p>9 CHAIRMAN CASHMAN: Commissioners, just</p> <p>09 01 37PM 10 one thing I did want to hear you chime in on is</p> <p>11 this age-targeted versus age-restricted.</p> <p>12 Anna brought that point up, I'd be</p> <p>13 curious what's your thoughts are. Maybe, Scott,</p> <p>14 you want to start with that?</p> <p>15 It's an interesting point, you</p> <p>16 know, not only now but for future resale.</p> <p>17 Hinsdale Meadows that was age-targeted and I</p> <p>18 know people have moved in there and they are not</p> <p>19 moving in there with families.</p> <p>09 02 09PM 20 I would think the same thing I have</p> <p>21 a friend who lives in downtown Downers, trying</p> <p>22 to remember what her's is called but you</p>

<p style="text-align: center;">90</p> <p>1 described it perfectly, it's either really young 2 people with no kids or it's divorcees or 3 whatever, people that retire and you don't see 4 kids; there's not strollers bouncing around the 5 building, it's a different mindset, it's a 6 different target audience.</p> <p>7 MR. KRILLENBERGER: Would this be the 8 only age-restricted set of units in Hinsdale? 9 Because as you mentioned, Hinsdale Meadows, we 10 went down this road and through their HOA and 11 their bylaws, made prohibitions no swingsets, no 12 basketball courts.</p> <p>13 CHAIRMAN CASHMAN: The one on Lincoln. 14 I don't remember what that was but that's not 15 restricted.</p> <p>16 MS. SALMON: No.</p> <p>17 CHAIRMAN CASHMAN: That's not 18 restricted either.</p> <p>19 So what are your thoughts, Scott?</p> <p>20 MR. MOORE: I could see both sides. I 21 mean, I could see why it's property rights and 22 you are owning it, it's a condo, it's not a</p>	<p style="text-align: center;">92</p> <p>1 opinion. I like targeted, I don't like the 2 restricted. I don't like dictating the market 3 value of these units through what we are doing. 4 I think what we did on Hinsdale Meadows through 5 looking at the covenants, through the HOA 6 agreement, I think that's the way you limit what 7 don't want, so that's my opinion.</p> <p>8 CHAIRMAN CASHMAN: Julie?</p> <p>9 MS. CRNOVICH: I would like to see some 10 data on that. I would like to see how many 11 children are living in Hinsdale Meadows and I'd 12 also like a comparison maybe some of the new 13 condo developments in downtown Clarendon Hills. 14 I can see it both ways but we do have to think 15 of our schools too.</p> <p>16 CHAIRMAN CASHMAN: I thought when we 17 asked the schools in the past they were pretty 18 noncommittal. I don't think they wanted to get 19 a horse in the race.</p> <p>20 MS. CRNOVICH: I don't know. Is it 21 possible to get that information somehow, 22 Bethany?</p>
<p style="text-align: center;">91</p> <p>1 rental place so targeting that does affect 2 resale. So I think it goes to your point a 3 little bit further though I understand what the 4 objective of the project is and I understand 5 where you guys are trying to go. The question 6 is do we want to codify and, again, the handcuff 7 situation goes on.</p> <p>8 I think I'd probably lean away from 9 restricting it and probably target it and I 10 think the way you finish the units, the way you 11 put this together will also be a guidance as far 12 as that is concerned as well. So I'm sure you 13 are thinking of that you would probably put into 14 it that would also have a draw to it to 15 particular age groups.</p> <p>16 CHAIRMAN CASHMAN: That's a good point. 17 And like when we did Hinsdale Meadows when we 18 got to the detail approval we were into the 19 language of the HOA and everything to try to 20 make sure that it delivered what we wanted. 21 Mark? 22 MR. WILLOBEE: Yes, I'm of the same</p>	<p style="text-align: center;">93</p> <p>1 MS. SALMON: We did about a year ago 2 when we started talking with Holladay Properties 3 contacted Hinsdale Meadows and they were still 4 not fully built out, but I do remember them 5 saying there were very few children in there. 6 We can once again ask them, I don't know if they 7 are keeping that information now that the 8 properties have sold but we can see if they do 9 have that.</p> <p>10 MS. FIASCONE: I just think like, for 11 example, Briarwood Lakes where there's hundreds 12 of units, right, that makes total sense to be 55 13 and older because that would (inaudible), they 14 would have to build a new school, but this is 15 12 units.</p> <p>16 MS. CRNOVICH: That's true.</p> <p>17 CHAIRMAN CASHMAN: I mean, you could 18 have two houses here with a bunch of kids. 19 Jim? 20 MR. KRILLENBERGER: I don't like age- 21 restrictions either. I think we did a very nice 22 job with Hinsdale Meadows.</p>

<p style="text-align: right;">94</p> <p>1 What's been your experience at</p> <p>2 Burlington Station? I know it's not exactly the</p> <p>3 same, but --</p> <p>4 MR. MITCHELL: So it's a 94-unit</p> <p>5 building, so it's roughly 8 times larger. We,</p> <p>6 to my knowledge, have had no net new children to</p> <p>7 the school district which is important because</p> <p>8 there's a tip in the calculations that go into</p> <p>9 that. I do know that we have a divorced dad who</p> <p>10 has two children who visit.</p> <p>11 So our experience has been there</p> <p>12 are virtually none. And I think the reason why</p> <p>13 is that these products actually kind of to some</p> <p>14 of the points that were made are not really</p> <p>15 designed for that lifestyle and if you are</p> <p>16 pursuing that life, there's a better value out</p> <p>17 there than this particular product.</p> <p>18 You know, it's not just a condo,</p> <p>19 there's HOA fees that are also going towards the</p> <p>20 upkeep so the perception is that this isn't a</p> <p>21 value relative to what else is out there.</p> <p>22 We have a really cool project on a</p>	<p style="text-align: right;">96</p> <p>1 have unintended consequences.</p> <p>2 MR. KRILLENBERGER: Julie, you are the</p> <p>3 closest person to taking the other side of this,</p> <p>4 I think. What is the other side? You mentioned</p> <p>5 a study or information or experience about the</p> <p>6 schools, is there anything else about the</p> <p>7 neighborhood or anything that we don't want</p> <p>8 children around?</p> <p>9 CHAIRMAN CASHMAN: Most of the big</p> <p>10 concerns is about Central because Central has</p> <p>11 2,800 students, South has 1,400 and I think it's</p> <p>12 really on the high school level that's the</p> <p>13 biggest issue.</p> <p>14 MR. KRILLENBERGER: So your question is</p> <p>15 right on the point. When Hinsdale Meadows came</p> <p>16 around, there was statistics, there was</p> <p>17 information, but is the school showing up? This</p> <p>18 is only a 12-unit development, I don't want to</p> <p>19 make a precedent so somebody comes in with a</p> <p>20 300-unit place; I'm sure they would get a</p> <p>21 different reception, but I guess I don't see the</p> <p>22 other side of it if this type of place is not</p>
<p style="text-align: right;">95</p> <p>1 tricky to develop site that's starting in August</p> <p>2 of this year in downtown Glen Ellyn and a very</p> <p>3 challenging community and entitlement agreement</p> <p>4 that we would pay the school district \$16,000</p> <p>5 per student for any student that moves into our</p> <p>6 building which if you are getting \$2,000 a unit</p> <p>7 it's \$24,000 a year it would take all the fun</p> <p>8 out. So we are putting our money where our</p> <p>9 mouth is, so to speak, by making that</p> <p>10 commitment.</p> <p>11 The last thing came out of our</p> <p>12 second neighborhood meeting, which was a comment</p> <p>13 that if a grandparent lives here and their</p> <p>14 grandson or daughter were to visit for the</p> <p>15 summer, would the neighbors start calling and I</p> <p>16 was flat-footed on that and so I just wonder if</p> <p>17 the intent is sort of misinformed, which is that</p> <p>18 we don't want young families here, or we are</p> <p>19 trying to prevent difficult dialogue perhaps</p> <p>20 with the school district, and to me it's just --</p> <p>21 it's probably over-engineering a response to</p> <p>22 something that really is a nonissue and could</p>	<p style="text-align: right;">97</p> <p>1 encouraging to young families. The</p> <p>2 affordability because that's a pretty affordable</p> <p>3 joint might attract somebody who wants to just</p> <p>4 put their kid in the school.</p> <p>5 CHAIRMAN CASHMAN: Could be just a</p> <p>6 onesie/twosie thing. Who knows.</p> <p>7 MR. KRILLENBERGER: Welcome to</p> <p>8 Hinsdale, I guess.</p> <p>9 MS. CRNOVICH: That's why I'd like to</p> <p>10 see some data. Years ago I believe Hinsdale</p> <p>11 Central had to start doing like when you</p> <p>12 registered you had to show proof because so many</p> <p>13 were sneaking in or they move here just for the</p> <p>14 high school, which is fine. You might be</p> <p>15 surprised. I would just like to see some data</p> <p>16 maybe from Hinsdale Meadows.</p> <p>17 CHAIRMAN CASHMAN: Look back to the</p> <p>18 Hinsdale Meadows package, there's some -- it was</p> <p>19 a discussion. I mean that took a year and a</p> <p>20 half, I think so there's plenty of discussion</p> <p>21 but you can see you will probably find some</p> <p>22 information in there and it would just be</p>

<p style="text-align: center;">98</p> <p>1 helpful to have.</p> <p>2 MR. MITCHELL: I would like to offer</p> <p>3 something. So there's Foxford Station, which is</p> <p>4 a pretty tasteful development in downtown</p> <p>5 Western Springs. It would be considered a comp</p> <p>6 to this in some respect, it's walkable. Why</p> <p>7 don't you let us try to identify how many. We</p> <p>8 are in touch with the folks in Western Springs.</p> <p>9 So let us try to identify if there's any</p> <p>09 '11 06PM 10 schoolchildren there.</p> <p>11 The second suggestion was the</p> <p>12 downtown Clarendon there's a 14-unit development</p> <p>13 at Prospect and Park and we know the developer,</p> <p>14 let us inquire about the number of</p> <p>15 schoolchildren.</p> <p>16 MS. CRNOVICH: That's District 86,</p> <p>17 that's what I'm looking for.</p> <p>18 MR. MITCHELL: I think that would</p> <p>19 inform the board perhaps even more than what</p> <p>09 '11 26PM 20 occurred with Hinsdale Meadows.</p> <p>21 MS. CRNOVICH: Yes.</p> <p>22 CHAIRMAN CASHMAN: These questions</p>	<p style="text-align: center;">100</p> <p>1 town that are much more affordable that would be</p> <p>2 a more logical way to gain the system and</p> <p>3 there's home rentals that are available that</p> <p>4 would be a much more likely way to gain the</p> <p>5 system than actually buying a three quarter of a</p> <p>6 million dollar condominium building.</p> <p>7 CHAIRMAN CASHMAN: And I think those</p> <p>8 apartments across that are not in Hinsdale and</p> <p>9 DuPage county across, that's a smart place to</p> <p>09 '12 49PM 10 move if you want to get your kids in District 86</p> <p>11 and we've all seen that.</p> <p>12 MR. MITCHELL: Your comment was be</p> <p>13 prepared to be able to address this and have the</p> <p>14 information and Julie's comment on the data and</p> <p>15 I think that we can do a better job of</p> <p>16 harvesting some of that and being able to speak</p> <p>17 to it.</p> <p>18 MS. CRNOVICH: Thank you.</p> <p>19 MR. MITCHELL: So thank you.</p> <p>09 '13 15PM 20 CHAIRMAN CASHMAN: Cynthia?</p> <p>21 MS. CURRY: You have answered</p> <p>22 everything that was -- I agree with Julie, just</p>
<p style="text-align: center;">99</p> <p>1 might help you better with that group. They are</p> <p>2 the handcuff group.</p> <p>3 MR. MITCHELL: I'm actually so</p> <p>4 encouraged that this came and I don't mean to</p> <p>5 present ourselves as sheepish but we didn't want</p> <p>6 to fall on our sword on this topic and we</p> <p>7 vehemently disagreed with the underlying</p> <p>8 rationale.</p> <p>9 MR. O'CONNOR: We will still do the</p> <p>09 '11 53PM 10 project with that restriction.</p> <p>11 MR. KRILLENBERGER: Well, this is a</p> <p>12 public meeting and representatives of District</p> <p>13 86 or 81 had the opportunity to show up and make</p> <p>14 comments. I think the Clarendon Hills</p> <p>15 development would be useful information</p> <p>16 anecdotally.</p> <p>17 MR. MITCHELL: We will track that down.</p> <p>18 The last thing is people want their</p> <p>19 children to go to Hinsdale schools and I would</p> <p>09 '12 22PM 20 just say if there were gamesmanship around that</p> <p>21 I don't view this building as part of that. I</p> <p>22 think there are apartments that can be rented in</p>	<p style="text-align: center;">101</p> <p>1 a little bit more information, be ahead of the</p> <p>2 game. I'd hate to see a grandparent who's</p> <p>3 living there who wants to have their child come</p> <p>4 and spend a month in the summer be restricted</p> <p>5 from doing that, however you might not want to</p> <p>6 have someone with five kids living next door.</p> <p>7 So I think to take a look at that would be good.</p> <p>8 Thank you.</p> <p>9 CHAIRMAN CASHMAN: Thank you.</p> <p>09 '13 39PM 10 Commissioners, other thoughts,</p> <p>11 comments?</p> <p>12 So we have basically text amendment,</p> <p>13 planned development concept plan, special use</p> <p>14 permit. So on all of these are these on a</p> <p>15 conceptual level or is it just the planned</p> <p>16 development that's a conceptual level?</p> <p>17 MS. SALMON: So it is just the planned</p> <p>18 development that's conceptual level but they</p> <p>19 will be grouped into an ordinance and they will</p> <p>09 '14 08PM 20 be conditioned on future approvals.</p> <p>21 So those future approvals are the</p> <p>22 detail plan that will come back to everyone for</p>

<p style="text-align: center;">102</p> <p>1 future review. The final plan is administrative</p> <p>2 after that. Also, there will be a plat of</p> <p>3 subdivision to allow for that property line to</p> <p>4 be moved over. And then as part of that, that</p> <p>5 map amendment to rezone the property. And then</p> <p>6 the final exterior appearance and site plan</p> <p>7 review.</p> <p>8 So those will be done later when it</p> <p>9 comes back but this approval now would be null</p> <p>09 *4 37PW 10 and void without those in the future.</p> <p>11 So one other approval for right now</p> <p>12 though is that major adjustment to the existing</p> <p>13 planned development.</p> <p>14 CHAIRMAN CASHMAN: So the first one,</p> <p>15 the text amendment, is basically adding text</p> <p>16 amendment special use to the O-1.</p> <p>17 MS. SALMON: Correct.</p> <p>18 CHAIRMAN CASHMAN: Which when you look</p> <p>19 at the zoning map and the idea this going from</p> <p>09 *4 57PW 20 institutional use to something else, I mean,</p> <p>21 just seems to make a lot of sense to me. I</p> <p>22 don't know if any commissioners have an issue</p>	<p style="text-align: center;">104</p> <p>1 think this could actually create issues in the</p> <p>2 future to other planned development if we looked</p> <p>3 at this as being minor. Because we are actually</p> <p>4 changing the map, we are changing the use of the</p> <p>5 property, we are changing FAR, which helps the</p> <p>6 church out. I just think this is a bridge too</p> <p>7 far so that would be my thought on that.</p> <p>8 MS. CRNOVICH: So will this require a</p> <p>9 map amendment, too, Steve?</p> <p>09 16 38PW 10 MS. SALMON: A map amendment will</p> <p>11 happen in the future. That's for future</p> <p>12 consideration. And the reason we can't do that</p> <p>13 map amendment right now to rezone the property</p> <p>14 is because we technically do the subdivision</p> <p>15 with the detail plan. Actually have to push the</p> <p>16 entire rezoning back. We don't have the</p> <p>17 property yet to actually rezone it.</p> <p>18 MS. CRNOVICH: Okay.</p> <p>19 CHAIRMAN CASHMAN: So I guess let's</p> <p>09 *7 00PW 20 start with do I have a motion to approve the</p> <p>21 text amendment as submitted to add this</p> <p>22 lifestyle housing as a special use to the O-1</p>
<p style="text-align: center;">103</p> <p>1 with that but that seems to make a lot of sense.</p> <p>2 The planned development concept</p> <p>3 plan, I think expressed I think everyone -- and</p> <p>4 we'll ask for a motion on this, but I think</p> <p>5 everyone likes the concept and I think we need</p> <p>6 more details but so far it seems like the</p> <p>7 details are things that hopefully can be worked</p> <p>8 out.</p> <p>9 The age-restricted, I mean, that's</p> <p>09 *5 26PW 10 ultimately going to come to the board, but we</p> <p>11 can maybe add a comment or recommendations of</p> <p>12 our thoughts on that and then the special use</p> <p>13 permit is something we can talk about.</p> <p>14 And then the final one I made a</p> <p>15 comment earlier but -- not to make you jump</p> <p>16 through more hoops, but I do think it's a pretty</p> <p>17 -- this is on Page 8 of Bethany's memorandum,</p> <p>18 and I do think it's a pretty -- these issues</p> <p>19 come up administratively with some minor changes</p> <p>09 *6 01PW 20 to planned developments and I just think this is</p> <p>21 significant enough that what the staff has</p> <p>22 recommended I think we should follow. I just</p>	<p style="text-align: center;">105</p> <p>1 district?</p> <p>2 MR. WILLOBEE: So moved.</p> <p>3 MS. CRNOVICH: Second.</p> <p>4 CHAIRMAN CASHMAN: Can I have a roll</p> <p>5 call vote, please, Bethany.</p> <p>6 MS. SALMON: Commissioner Curry?</p> <p>7 MS. CURRY: Aye.</p> <p>8 MS. SALMON: Commissioner</p> <p>9 Krillenberger?</p> <p>10 MR. KRILLENBERGER: Aye.</p> <p>11 MS. SALMON: Commissioner Crnovich?</p> <p>12 MS. CRNOVICH: Aye.</p> <p>13 MS. SALMON: Commissioner Willobee?</p> <p>14 MR. WILLOBEE: Aye.</p> <p>15 MS. SALMON: Commissioner Fiascone?</p> <p>16 MS. FIASCONE: Aye.</p> <p>17 MS. SALMON: Commissioner Moore?</p> <p>18 MR. MOORE: Aye.</p> <p>19 MS. SALMON: Chairman Cashman?</p> <p>09 *7 25PW 20 CHAIRMAN CASHMAN: Aye.</p> <p>21 Next for the planned development</p> <p>22 concept plan. Do I have a motion to approve the</p>

<p style="text-align: center;">106</p> <p>1 concept plan with the suggestion that it be</p> <p>2 modified to age-targeted versus age-restricted?</p> <p>3 MR. KRILLENBERGER: Krillenberg so</p> <p>4 motions.</p> <p>5 CHAIRMAN CASHMAN: Do I have a second?</p> <p>6 MS. CURRY: Second.</p> <p>7 CHAIRMAN CASHMAN: Can I have a roll</p> <p>8 call, please, Bethany?</p> <p>9 MS. SALMON: Commissioner Curry?</p> <p>10 MS. CURRY: Aye.</p> <p>11 MS. SALMON: Commissioner</p> <p>12 Krillenberg?</p> <p>13 MR. KRILLENBERGER: Aye.</p> <p>14 MS. SALMON: Commissioner Crnovich?</p> <p>15 MS. CRNOVICH: Aye.</p> <p>16 MS. SALMON: Commissioner Willobee?</p> <p>17 MR. WILLOBEE: Aye.</p> <p>18 MS. SALMON: Commissioner Fiascone?</p> <p>19 MS. FIASCONE: Aye.</p> <p>20 MS. SALMON: Commissioner Moore?</p> <p>21 MR. MOORE: Aye.</p> <p>22 MS. SALMON: Chairman Cashman?</p>	<p style="text-align: center;">108</p> <p>1 MR. MOORE: Aye.</p> <p>2 MS. SALMON: Chairman Cashman?</p> <p>3 CHAIRMAN CASHMAN: Aye.</p> <p>4 And I guess the fourth would be to</p> <p>5 follow the staff's recommendation that this</p> <p>6 would be a major adjustment to the Zion Lutheran</p> <p>7 Church planned development and it would not be</p> <p>8 within substantial conformity with the approved</p> <p>9 plans.</p> <p>10 MR. WILLOBEE: So moved.</p> <p>11 CHAIRMAN CASHMAN: Is there a second?</p> <p>12 MS. CRNOVICH: Second.</p> <p>13 CHAIRMAN CASHMAN: Roll call, please,</p> <p>14 Bethany.</p> <p>15 MS. SALMON: Commissioner Curry?</p> <p>16 MS. CURRY: Aye.</p> <p>17 MS. SALMON: Commissioner</p> <p>18 Krillenberg?</p> <p>19 MR. KRILLENBERGER: Aye.</p> <p>20 MS. SALMON: Commissioner Crnovich?</p> <p>21 MS. CRNOVICH: Aye.</p> <p>22 MS. SALMON: Commissioner Willobee?</p>
<p style="text-align: center;">107</p> <p>1 CHAIRMAN CASHMAN: Aye.</p> <p>2 And then third, do I have a motion</p> <p>3 to approve the special use permit to allow the</p> <p>4 development of the Vine Street Station</p> <p>5 consisting of 12 age-targeted lifestyle housing</p> <p>6 units as submitted?</p> <p>7 MS. CRNOVICH: So moved.</p> <p>8 MR. WILLOBEE: Second.</p> <p>9 CHAIRMAN CASHMAN: Roll call vote,</p> <p>10 please, Bethany.</p> <p>11 MS. SALMON: Commissioner Curry?</p> <p>12 MS. CURRY: Aye.</p> <p>13 MS. SALMON: Commissioner</p> <p>14 Krillenberg?</p> <p>15 MR. KRILLENBERGER: Aye.</p> <p>16 MS. SALMON: Commissioner Crnovich?</p> <p>17 MS. CRNOVICH: Aye.</p> <p>18 MS. SALMON: Commissioner Willobee?</p> <p>19 MR. WILLOBEE: Aye.</p> <p>20 MS. SALMON: Commissioner Fiascone?</p> <p>21 MS. FIASCONE: Aye.</p> <p>22 MS. SALMON: Commissioner Moore?</p>	<p style="text-align: center;">109</p> <p>1 MR. WILLOBEE: Aye.</p> <p>2 MS. SALMON: Commissioner Fiascone?</p> <p>3 MS. FIASCONE: Aye.</p> <p>4 MS. SALMON: Commissioner Moore?</p> <p>5 MR. MOORE: Aye.</p> <p>6 MS. SALMON: Chairman Cashman?</p> <p>7 CHAIRMAN CASHMAN: Aye.</p> <p>8 Thank you very much. Good luck.</p> <p>9 We will see you again.</p> <p>10 MR. MITCHELL: Thank you all.</p> <p>11 CHAIRMAN CASHMAN: Do I have a motion</p> <p>12 to adjourn?</p> <p>13 MR. KRILLENBERGER: Krillenberg so</p> <p>14 moves.</p> <p>15 MS. CURRY: Second.</p> <p>16 CHAIRMAN CASHMAN: All in favor say</p> <p>17 aye.</p> <p>18 (WHICH, were all of the</p> <p>19 proceedings had, evidence</p> <p>20 offered or received in the</p> <p>21 above entitled cause.)</p> <p>22</p>

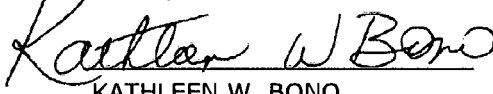
STATE OF ILLINOIS)

) ss:

COUNTY OF DU PAGE)

I, KATHLEEN W. BONO, Certified Shorthand Reporter, Notary Public in and for the County DuPage, State of Illinois, do hereby certify that previous to the commencement of the examination and testimony of the various witnesses herein, they were duly sworn by me to testify the truth in relation to the matters pertaining hereto; that the testimony given by said witnesses was reduced to writing by means of shorthand and thereafter transcribed into typewritten form; and that the foregoing is a true, correct and complete transcript of my shorthand notes so taken aforesaid.

IN TESTIMONY WHEREOF I have hereunto set my hand and affix my electronic signature this 24th day of June, A.D. 2022.

A handwritten signature in cursive script, reading "Kathleen W Bono", written over a horizontal line.

KATHLEEN W. BONO

C.S.R. No. 84-1423

Notary Public, DuPage County

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A PLANNED
DEVELOPMENT CONCEPT PLAN AND SPECIAL USE PERMITS FOR A PLANNED
DEVELOPMENT AND LIFESTYLE HOUSING – 125 S. VINE STREET – HOLLADAY
PROPERTIES SERVICES MIDWEST, INC. AND ZION LUTHERAN CHURCH**

WHEREAS, Holladay Properties Services Midwest, Inc. and Zion Lutheran Church (collectively, the “Applicant”) (the “Petitioner”) has filed with the Village of Hinsdale an application (the “Application”) seeking Planned Development Concept Plan approval, as well as a related Special Use Permit for a Planned Development and for Lifestyle Housing, for a proposed Planned Development (the “Planned Development”), on a 0.61-acre site at 125 S. Vine Street, Hinsdale, Illinois, along with a small portion of 116 S. Grant Street (collectively, the “Property”), currently located in the IB Institutional Buildings Zoning District and proposed to be subsequently rezoned to O-1 Specialty Office Zoning District; and

WHEREAS, the Property is legally described in **Exhibit A** attached hereto and made a part hereof; and

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

WHEREAS, following the conclusion of the Public Hearing properly published in *The Hinsdalean* that was held on May 24, 2022 (the “Public Hearing”), the Plan Commission (the “PC”) made a motion to recommend approval of the Planned Development Concept Plan consisting of twelve (12) lifestyle housing units within an existing building located on the Property, and a motion to recommend approval of a Special Use Permit for the Planned Development and Lifestyle Housing, with the suggested modification that the units be age-targeted, as opposed to age-restricted, with various waivers and subject to certain conditions, all as set forth herein and in the Plan Commission’s Findings and Recommendation for Plan Commission Case No. A-35-2021 (“Findings and Recommendation”), a copy of which is attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village have duly considered the Findings and Recommendation of the Plan Commission, and all of the materials, facts and circumstances affecting the Application, and disagree with the Plan Commission’s modification making the units to be developed in the Planned Development and Lifestyle Housing age-targeted, as opposed to age-restricted. The President and Board of Trustees also finds that it is necessary to modify certain other conditions recommended by the Plan Commission. The President and Board of Trustees finds that, with those modifications and with the conditions specified below, the Application satisfies the standards set forth in Sections 11-602 and 11-603 of the Zoning Code relating to

Special Use Permits and Planned Developments. The site plan, and related documents submitted by the Applicant to the Board of Trustees, are attached hereto as **Group Exhibit C** and made a part hereof.

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

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

Section 2: Approval of Planned Development Concept Plan and a Special Use Permits. The President and Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Zoning Code, hereby approves the Concept Plan and Special Use Permits for the Planned Development and Lifestyle Housing proposed in the Application, for the Property located at 125 S. Vine Street, Hinsdale, Illinois, legally described in **Exhibit A**, currently located in the IB Institutional Buildings Zoning District and anticipated to be subsequently rezoned to O-1 Specialty Office Zoning District. The approved Concept Plan calls for twelve (12) age-restricted lifestyle housing units, all as further described in the various exhibits attached hereto. The approval is specifically conditioned on the following:

- a. No building permits shall be issued for the Planned Development / Lifestyle Housing development until such time as the Property is rezoned to O-1 Specialty Office Zoning District;
- b. Subsequent approval of Detailed and Final Plans for the Planned Development in accordance with subsection 11-603(D)(3) and (D)(4) of the Zoning Code.
- c. No rentals of individual units for a time period of less than six (6) months, with such restriction to be included in the by-laws and rules of the property owners' association and all declarations, covenants, and restrictions to be recorded relative to the planned development to be included in the Detailed Plan submittal.
- d. Second Street is to remain one-way traffic. The Petitioner shall work with the Village to determine any changes to existing street signage as a result of the improvements to the Second Street right-of-way, which entails removal of the non-conforming angled parking spaces and installation of a landscaped parkway with street trees, with the Detailed Plan submittal.

Section 3: Proposed Waivers and Variations. While approvals of waivers and variations necessary for construction of the Project shall be made in a subsequent Detailed Plan approval, it is noted that at this stage, the following waivers and variations from the Zoning Code are anticipated to be required:

- a. Front Yard Setback (Vine Street) – Reduce the front yard setback from 35' to 28.2'
- b. Corner Side Yard Setback (Second Street) – Reduce the corner side yard setback from 35' to 2.4'

- c. Interior Side Yard and Setback – Reduce the interior side yard setback from 10' to 6.1'
- d. Building Height – Increase the maximum building height from 33' to 38'5"
- e. Parking Space Stalls – While currently a reduction in parking space stall width from 9' to 8' is proposed, the Petitioner shall work between the time of this approval and submission of the Detailed Plans to increase the parking space width to be code compliant.
- f. Loading Space Length – Reduce the length of the required loading space from 30' to 20'
- g. Specified Structures and Uses in Required Yard.
 - i. West Balconies – Front Yard – Increase the balcony projection from an exterior wall into the required front side yard from 3' to 6'
 - ii. North Balconies – Interior Side Yard – Increase the balcony projection from the exterior wall into the required interior side yard from 2' to 6'
 - iii. South Balconies – Corner Side Yard – Increase the balcony projection from the exterior wall into the required corner side yard from 2' to 6'
 - iv. Awning – Corner Side Yard – Increase the awning projection from the exterior wall into the required corner side yard from 2' to 2'6" and allow for the awning to extend outside of the planes drawn from the main corners of the building at an interior angle of twenty two and one-half degrees ($22\frac{1}{2}^{\circ}$) from the wall in question
 - v. Fire Table and Outdoor Grill – Corner Side Yard – Allow an outdoor fire table and outdoor grill to be located within the required corner side yard
- h. Fences – Allow for a five (5) foot tall fence with partially solid areas to be located in the required corner side yard
- i. Perimeter Landscaped Open Space – Reduce the width of the required perimeter landscaped open space along Vine Street from 35' to 28.2'

Section 4: Future Approvals. It is anticipated the Petitioner shall need to obtain the following approvals for the Project to reach the building permitting stage:

- a. Planned Development Detailed Plan with Modifications to the Zoning Code
- b. Planned Development Final Plan
- c. Tentative Plat of Subdivision / Final Plat of Subdivision
- d. Map Amendment to rezone 0.61-acres from the IB Institutional Buildings District to the O-1 Specialty Office District
- e. Exterior Appearance and Site Plan Review

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

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

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

PASSED this _____ day of _____ 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2022, and attested to by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

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

By: _____

Its: _____

Date: _____, 2022

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

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

**COMMONLY KNOWN AS: 125 S. VINE STREET, HINSDALE, ILLINOIS
PINS: 09-12-110-006-0000 AND 09-12-110-007-0000**

AND, UPON FUTURE APPROVAL OF A PLAT OF SUBDIVISION, TO INCLUDE A PART OF THE FOLLOWING:

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

**COMMONLY KNOWN AS: A PART OF 116 S. GRANT STREET, HINSDALE, ILLINOIS
PINS: 09-12-110-014-0000 AND 09-12-110-015-0000**

EXHIBIT B

**FINDINGS AND RECOMMENDATION FOR
PLAN COMMISSION CASE NO. A-35-2021**

(ATTACHED)

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

APPLICATION: Case A-35-2021 – Text Amendment, Planned Development Concept Plan, and Special Use Permit to allow for the development of Vine Street Station consisting of twelve (12) lifestyle housing units within an existing building located at 125 S. Vine Street and a Major Adjustment to the Zion Lutheran Church Planned Development

PROPERTY: 125 S. Vine Street – Former private school building (PINs: 09-12-110-006; 09-12-110-007); 204 S. Grant Street – Membership organization building / church with child day care and preschool (PINs: 09-12-111-010; 09-12-111-011; 09-12-111-012; 09-12-111-017); 116 S. Grant Street – Single-family home / Pastor's residence (PINs: 09-12-110-014; 09-12-110-015)

APPLICANT: Holladay Properties Services Midwest, Inc. and Zion Lutheran Church

REQUEST: Text Amendment, Planned Development Concept Plan, Special Use Permit, and Major Adjustment to the Zion Lutheran Church Planned Development

PLAN COMMISSION (PC) REVIEW: May 24, 2022 (Special Meeting)

BOARD OF TRUSTEES 1ST READING: July 12, 2022

SUMMARY OF REQUEST: The Village of Hinsdale received an application from Holladay Properties Services Midwest, Inc. requesting approval of a Text Amendment to Section 6-106(E)(4) and Section 11-603(M)(2) of the Zoning Code to allow for Lifestyle Housing as a Special Use in the O-1 Specialty Office District, a Planned Development Concept Plan, and a Special Use Permit to allow for a Planned Development and Lifestyle Housing in the O-1 Specialty Office District, for Vine Street Station, which will consist of twelve (12) age-restricted lifestyle housing units within a former private school building on a 0.61-acre site located at 125 S. Vine Street. The project requires zoning relief for various bulk requirements, largely due to existing conditions such as building setbacks and height, as well as for structures and uses in required yards, fencing, perimeter landscape open space, and the sizing of parking spaces, loading spaces, and drive aisles.

Holladay Properties Services Midwest, Inc. and Zion Lutheran Church also request approval of a Major Adjustment to the Zion Lutheran Church Planned Development, approved by Ordinance No. 2004-15 and subsequently amended, to remove the proposed Vine Street Station development from the existing Planned Development and to allow for new modifications to the Zoning Code. The Planned Development currently includes eight (8) parcels with two (2) parking lots and three (3) buildings on a 1.96-acre site. Holladay Properties intends to purchase 0.61-acres of the 1.96-acre Planned Development site consisting of the former private school building at 125 S. Vine Street and 56.6 feet of the rear yard of 116 S. Grant Street, the single-family home currently used as the Pastor's residence.

The following approvals are not included in this request and the applicant would be required to obtain separate approval of these requests in the future: Planned Development Detailed Plan and Final Plan with Modifications to the Zoning Code; Tentative Plat of Subdivision / Final Plat of Subdivision; Map Amendment to rezone 0.61-acres from the IB Institutional Buildings District to the O-1 Specialty Office District; and, Exterior Appearance and Site Plan Review.

Office buildings in the O-1 Specialty Office District are located to the north and to the east of the property. Single-family detached homes in the R-4 Single Family Residential District are located to the south, east, and west of the property.

PUBLIC HEARING SUMMARY: A public hearing for the submitted applications was held on Tuesday, May 24, 2022, in Memorial Hall, in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois, pursuant to a notice published in *The Hinsdalean* on April 28, 2022. A copy of the published notice is attached hereto as **Exhibit 1** and made a part hereof. Mailed notice was sent to nearby property owners and a sign was posted by the applicant, as required by the Village's Zoning Ordinance ("Zoning Code"). In addition, the Village publicized the public hearing on its website.

At the duly and properly noticed public hearing, Drew Mitchell and Michael O'Connor representing Holladay Properties Services Midwest, Inc., provided a presentation to the Plan Commission on the proposed development. Christopher Walsh, the architect for the project representing Tandem, Inc., was also present and assisted with the presentation. A representative of Zion Lutheran Church was in attendance in the audience.

Following the presentation, the Plan Commission members asked the applicant questions and provided feedback on the project. The applicant responded to the questions by the Plan Commission members. Topics discussed during the public hearing included details on the building and site design, the conversation of Second Street from one-way to two-way traffic, adding extra windows to improve upon the building architecture, guest parking, the size of the proposed parking spaces and drive aisle for underground parking, flooding and stormwater, the proposed private park spaces, and various relief requested to the bulk regulations in the Zoning Code.

Of note, there was a discussion on whether the condominium units should be age-targeted versus age-restricted. The Village Board of Trustees recommended that the units be age-restricted to limit impacts to school districts. Several Plan Commissioners noted that they did not have concerns if the units were age-targeted instead of age-restricted, noting that this restriction could create issues for the future sale of the units and the design of the site, number of units, size of the units, and amenities provided would largely appeal to an older age group rather than families with children. Commissioners recommended that the developer provide data on the potential impacts to the school districts, similar to the information provided for Hinsdale Meadows, another age-targeted residential project approved by the Village in recent years. Additionally, similar to Hinsdale Meadows, the Village can explore additional language in the future Homeowners Association by-laws, which will be submitted for review by the Village Board with the Planned Development Detailed Plan. Mr. Mitchell stated that the applicant intends to move the project forward, even if the Village requires the units to be age-restricted, and would provide additional information for the Village Board to review.

Testimony was taken and heard by the Plan Commission on application requests. All persons testifying during the public hearing were sworn in prior to giving testimony. All persons wishing to be heard were given the opportunity to provide testimony on their own behalf. Two (2) members of the public spoke at the public hearing. Both members of the public expressed overall support for the project, but discussed potential concerns over stormwater, the existing floodplain, and flooding with future development. It was noted that flooding has occurred in the past on Vine Street and Second Street, and the proposed development should not make flooding in the area worse.

Existing parking issues on Vine Street were also discussed, which were believed to be caused by a nearby office or possible enforcement and signage issues. Members of the public did not want this development to contribute to additional parking issues on Vine Street and did not report concerns over converting Second Street from one-way to two-way traffic. There being no further questions or members of the public wishing to speak on the application, the public hearing was closed.

A transcript of the public hearing is attached hereto as **Exhibit 2** and made a part hereof.

MOTIONS AND RECOMMENDATIONS: On May 24, 2022, the Plan Commission made the following separate motions on the proposed Text Amendment, Planned Development Concept Plan, and Special Use Permits, and Major Adjustment to the Zion Lutheran Church Planned Development.

A motion was made by Commissioner Willobee, seconded by Commissioner Crnovich, to recommend approval of a Text Amendment to Section 6-106(E)(4) and Section 11-603(M)(2) of the Zoning Code to allow for Lifestyle Housing as a Special Use in the O-1 Specialty Office District, as submitted, for Case A-35-2021. The motion carried by the roll call vote of seven (7) ayes and zero (0) nays, with two (2) absent, as follows:

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

A motion was made by Commissioner Krillenberger, seconded by Commissioner Curry, to recommend approval of a Planned Development Concept Plan for the development of Vine Street Station consisting of twelve (12) lifestyle housing units within an existing building located on a 0.61-acre site at 125 S. Vine Street for Case A-35-2021, with the suggested modification that the units be age-targeted, not age-restricted. The motion carried by the roll call vote of seven (7) ayes and zero (0) nays, with two (2) absent, as follows:

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

A motion was made by Commissioner Crnovich, seconded by Commissioner Willobee, to recommend approval of a Special Use Permit to allow for a Planned Development and Lifestyle Housing in the O-1 Specialty Office District for Vine Street Station for Case A-35-2021. The motion carried by the roll call vote of seven (7) ayes and zero (0) nays, with two (2) absent, as follows:

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

A motion was made by Commissioner Willobee, seconded by Commissioner Crnovich, to recommend approval of a Major Adjustment to the Zion Lutheran Church Planned Development for Case A-35-2021 without substantial conformity to remove the proposed Vine Street Station development from the existing Planned Development and to allow for new modifications to the Zoning Code. The motion carried by the roll call vote of seven (7) ayes and zero (0) nays, with two (2) absent, as follows:

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

FINDINGS ON THE PROPOSED TEXT AMENDMENT: The Plan Commission, based upon the evidence presented at the public hearing, and pursuant to Section 11-601(E) of the Hinsdale Zoning Code, made the following Findings as to the Proposed Text Amendment:

STANDARDS FOR APPROVING TEXT AMENDMENT: Section 11-601(E) of the Zoning Code provides that the wisdom of amending the zoning map or the text of the Zoning Code is a matter committed to the sound legislative discretion of the board of trustees and is not dictated by any set standard. However, in determining whether a proposed amendment should be granted or denied the board of trustees should be guided by the principle that its power to amend this code is not an arbitrary one but one that may be exercised only when the public good demands or requires the amendment to be made. In considering whether that principle is satisfied in any particular case, the Board of Trustees should weigh, among other factors, certain factors:

1. The consistency of the proposed amendment with the purposes of this code.
2. The existing uses and zoning classifications for properties in the vicinity of the subject property.
3. The trend of development in the vicinity of the subject property, including changes, if any, in such trend since the subject property was placed in its present zoning classification.
4. The extent, if any, to which the value of the subject property is diminished by the existing zoning classification applicable to it.
5. The extent to which any such diminution in value is offset by an increase in the public health, safety, and welfare.
6. The extent, if any, to which the use and enjoyment of adjacent properties would be affected by the proposed amendment.
7. The extent, if any, to which the value of adjacent properties would be affected by the proposed amendment.
8. The extent, if any, to which the future orderly development of adjacent properties would be affected by the proposed amendment.
9. The suitability of the subject property for uses permitted or permissible under its present zoning classification.
10. The availability of adequate ingress to and egress from the subject property and the extent to which traffic conditions in the immediate vicinity of the subject property would be affected by the proposed amendment.
11. The availability of adequate utilities and essential public services to the subject property to accommodate the uses permitted or permissible under its present zoning classification.
12. The length of time, if any, that the subject property has been vacant, considered in the context of the pace of development in the vicinity of the subject property.
13. The community need for the proposed amendment and for the uses and development it would allow.

TEXT AMENDMENT FINDINGS: The Plan Commission found that a Text Amendment to Section 6-106(E)(4) and Section 11-603(M)(2) of the Zoning Code to allow Lifestyle Housing as a Special Use in the O-1 Specialty Office District is generally consistent with the purposes of the Zoning Code.

Lifestyle housing requires approval as part of a Planned Development and is considered a Special Use currently allowed only in the B-1 Community Business District, the B-3 General Business District, and the O-2 Limited Office District. The standards for Planned Developments are outlined in Section 11-603(E) and the specific regulations for lifestyle housing are set forth in Section 11-603(M).

The regulations for lifestyle housing are intended to authorize high quality townhouse and condominium housing that is attractive to existing Hinsdale residents who seek housing that requires less maintenance than single-family detached houses; residents who wish to remain in the village, close to neighbors, friends, and familiar institutions, near downtown shopping and amenities, and close to the transportation center of the village. Lifestyle housing may be appropriate on property near downtown Hinsdale and on property of a transitional nature between the downtown retail environment and nearby single-family residential areas.

Planned Developments are a specialized regulatory technique already provided for under the Zoning Code and appropriately used to provide flexibility and promote creativity for substantial developments. The allowance of lifestyle housing as a Special Use and as part of a Planned Development in the O-1 District will be subject to the detailed and rigorous review required for Planned Developments under the existing Code provisions, ensuring their use will be limited to appropriate circumstances.

The proposed Text Amendment will allow the consideration of the applications for Vine Street Station, which is aimed at filling a need for high-quality condominium dwellings near the downtown, allow for increase housing options for older population which are in limited supply in the Village, as well as future applications for developments that are able to meet the criteria for approving a Planned Development and Special Use.

The proposed Text Amendment will allow for the adaptive reuse of a historic former private school building for Zion Lutheran Church into twelve (12) lifestyle housing units that is compatible with the existing transitional nature of the area that includes a membership organization building and day care, office buildings, and single-family homes. The existing historic building fits within the context of the surrounding neighborhood and the massing, scale, and overall building envelope will be unchanged. The former private school building has been vacant for several years and with the proposed Text Amendment, would be able to be converted into residential units. The Plan Commission found the standards to have been met.

The applicant must obtain approval of a Map Amendment for the rezoning of the subject property from the IB Institutional Buildings District to the O-1 Specialty Office District upon separate application in the future.

FINDINGS ON THE PROPOSED PLANNED DEVELOPMENT CONCEPT PLAN AND RELATED SPECIAL USE PERMITS: The Plan Commission, based upon the evidence presented at the public hearing, and pursuant to Sections 11-602(E) and 11-603 of the Hinsdale Zoning Code, made the following Findings as to the application requesting Planned Development Concept Plan approval and a related Special Use Permit:

STANDARDS FOR SPECIAL USE: Section 11-602(E)(1) Special Use Permit Standards:

- a) **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 and with the general purpose and intent of the official comprehensive plan.
- b) **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.
- c) **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.

- d) 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.
- e) No traffic congestion. The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.
- f) 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.
- g) 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.

SPECIAL USE FINDINGS: The Plan Commission found the Planned Development to be in harmony with the Village's Code, Zoning Code and Comprehensive Plan, as well as the regulations for lifestyle housing set forth in Section 11-603(M). The project was found to be appropriate for the subject property and would benefit the community as a whole by providing additional residential units in the Village in a form that will be attractive to older people looking to downsize from larger single-family homes. Lifestyle housing would fill a need in the community and provide housing for empty-nesters looking to downsize and live near the downtown area.

The majority of the Plan Commission agreed that the condominium units should be age-targeted versus age-restricted, noting that a restriction could create issues for the future sale of the units and the design of the site, number of units, size of the units, and amenities provided would largely appeal to an older age group rather than families with children, therefore lessening impacts to the school districts. Several Commissioners requested additional data and evidence be submitted by the applicant to determine the potential impacts to the school districts.

Because the existing historic building will be preserved as part of the project and the building height will not increase, the scale of the building will remain unchanged and will fit into the surrounding area. It was noted that many of the proposed deviations from the Zoning Code regulations were a result of the existing conditions of the buildings, such as setbacks. The Commission was in support of the design of the building and proposed materials. Several Commissioners provided suggestions to improve upon the building elevations, such as including additional windows on the east elevation. It was noted that careful consideration of any proposed lighting will need to be take place at a later date with the Detailed Plan to ensure that there are no negative impacts to the adjacent single-family homes.

The property is located in a floodplain and the project will be required to meet all codes by the Village and DuPage County Stormwater and Flood Plain Ordinance. Several Commissioners and a member of the public asked about stormwater and flooding issues, where the applicant responded that they are reducing the amount of impervious surface as part of this project, restoring the existing non-conforming parking on Second Street into a landscaped parkway, and will be installing ample landscaping on site. Engineering plans will be prepared in the future and reviewed prior to the Detailed Plan submittal.

Adequate public facilities will be provided. The applicant is proposing three park spaces that will be privately owned and maintained by the future homeowner's association. One of the park areas will be accessible to the public and two which will be for condominium residents. The Plan Commission agreed that the proposed outdoor areas will provide a public benefit to the Village and surrounding neighborhood. One Commissioner stated that the east park space off of Second Street, which was intended for private use by residents only, could be made accessible to the public. It was also discussed if additional restrictions, such as an easement, deed restriction, or ordinance condition, could be put in place to provide additional protection of this area as open space. The future homeowner's association could

remodel and renovate the park area as needed, but it would be required to remain as open recreational space rather than be able to be converted into parking or additional development in the future.

The small park on the corner of Vine Street and Second Street, which will be open to the public, is required to be platted as an open space easement on the Plat of Subdivision to get credit for park space under the Village Code.

The majority of the Plan Commission found that the conversation of Second Street from one-way to two-way traffic could benefit the residential development, as one-way traffic was more suitable for the private school and this development would not generate the same traffic. The two members of the audience, who live near the proposed development, were also not opposed to converting the street to two-way traffic. The applicant noted that the preliminary traffic study indicated that the traffic volumes would be much lower for twelve (12) condominium units than the former private school that had roughly 200 student at one point in time.

Several Commissioners commented that parking for guests may be limited and could be an issue in the future. It was recommended that the applicant work with Zion Lutheran Church to determine if additional guest parking could be provided in the church parking lot to the south if needed. The development is code-compliant in terms of the number of parking spaces provided and the majority of Commissioners agreed the reduced size of the parking spaces was not a significant problem. Additional details on the parking space sizes and guest parking will be provided with the Detailed Plan for the Planned Development.

No destruction, loss, or damage of any natural, scenic, or historic feature of significant importance is anticipated, and the proposed Planned Development complies with additional standards imposed upon it through the Zoning Code other than for the waivers requested. The applicant intends to preserve the existing historic building and converted the former school into a residential use. The requested deviations from the Zoning Code regulations are largely a result of non-conforming conditions from utilizing an existing building.

OBJECTIVES OF PLANNED DEVELOPMENT PROCESS: The Plan Commission examined whether the application satisfies the specific objectives sought to be accomplished through the Planned Development process, as set forth in Section 11-603(B) (Purpose) of the Hinsdale Zoning Code:

1. Creation of a more desirable environment than would be possible through strict application of other Village land use regulations.
2. Promotion of a creative approach to the use of land and related physical facilities resulting in better design and development, including aesthetic amenities.
3. Combination and coordination of architectural styles, building forms, and building relationships.
4. Preservation and enhancement of desirable site characteristics such as natural topography, vegetation, and geologic features, the provision of screening or other facilities that benefit neighboring properties, and the prevention of soil erosion.
5. Provision for the preservation and beneficial use of open space.
6. An increase in the amount of open space over that which would result from the application of conventional subdivision and zoning regulations.
7. Encouragement of land uses that promote the public health, safety, and general welfare.

FINDINGS ON PLANNED DEVELOPMENT OBJECTIVES: The Plan Commission found these standards to have been met at this Concept Plan approval stage. In particular, the flexibility and use of land permitted by the Planned Development process will allow for the adaptive reuse and conversion of an existing vacant former historic school building into lifestyle housing condominium units and a

development targeted at empty-nesters within the Village in a manner that would not be possible through strict application of the Village's standard zoning regulations.

The initial design, preservation of the existing historic components of the building and proposed architectural details, and the existing building massing and scale, were considered attractive and compatible with the surrounding land uses. The design proposed for the project will be further refined in the Detailed Plan, but are initially found to be of high-quality consistent with those found elsewhere in the Village.

The proposed site plan improves an existing vacant building and will include new pervious surfaces, landscaping, and the conversion of non-conforming parking on Second Street into a new landscaped parkway with street trees. Open space is provided through three privately owned and maintained park spaces, one of which will be accessible to the public and will provide a benefit to the Village and surrounding neighborhood. An increase in the amount of open space over that which would result from the application of conventional subdivision and zoning regulations is offered via flexibility in bulk regulations and through providing three open park space areas.

Lifestyle housing aimed at empty-nesters is intended to promote the public health, safety and general welfare by providing additional residential units in the Village in a form that will be attractive to persons looking to downsize from larger single-family homes.

PLANNED DEVELOPMENT STANDARDS: The Additional Standards for Planned Developments set forth in Section 11-603(E)(2) of the Zoning Code are also found to be met by the Plan Commission. Section 11-603(E)(2) sets forth the following additional standards for Planned Developments:

2. Additional standards for all planned developments. No special use permit for a planned development shall be recommended or granted unless the applicant shall establish that the proposed development will meet each of the following additional standards:
 - (a) Unified ownership required. The entire property proposed for planned development treatment shall be in single ownership or under such unified control as to ensure that the entire property will be developed as a unified whole. All owners of the property shall be included as joint applicants on all applications and all approvals shall bind all owners. The violation of any owner as to any tract shall be deemed a violation as to all owners and all tracts.
 - (b) Minimum area. The district regulations of this Code establishing standards for particular types of planned development specify the minimum area required for some planned developments. In addition to meeting that specific standard, or where no specific standard is set, the applicant shall have the burden of establishing that the subject property is of sufficient size and shape to be planned and developed as a unified whole capable of meeting the objectives for which planned developments may be established pursuant to this Section.
 - (c) Covenants and restrictions to be enforceable by village. All covenants, deed restrictions, easements, and similar restrictions to be recorded in connection with the planned development shall provide that they may not be modified, removed, or released without the express consent of the Board of Trustees and that they may be enforced by the Village as well as by future landowners within the proposed development.
 - (d) Public open space and contributions. Whenever the Official Comprehensive Plan, Zoning Map, or Official Map indicates that development of a planned development will create a need for land for public purposes of the Village within the proposed planned development, the Board of Trustees may require that such area be designated and to the extent such need is specifically and uniquely attributable to the proposed development, dedicated to the Village for such use. In addition, the Board of Trustees may require evidence that all requirements of Village ordinances pertaining to the

dedication of land or the contribution of cash in connection with subdivisions or developments of land have been met as respects the proposed planned development.

(e) Common open space.

- (i) Amount, location, and use. The failure of a planned development to provide common open space shall be considered to be an indication that it has not satisfied the objectives for which such developments may be approved pursuant to this Code. When common open space is provided in a planned development, the amount and location of such open space shall be consistent with its intended function as set forth in the application and planned development plans. No such open space shall be used for the construction of any structure or improvement except such structures and improvements as may be approved in the Final Plan as appropriate to the intended leisure and recreational uses for which such open space is intended.
- (ii) Preservation. Adequate safeguards, including recorded covenants or dedication of development rights, shall be provided to prevent the subsequent use of common open space for any use, structure, improvement, or development other than that shown on the approved Final Plan. The restrictions must be permanent and not for a given period of years and must run with the land. Such covenants and dedications may provide that they may be released, but only with the express written consent of the Board of Trustees.
- (iii) Ownership and maintenance. The Final Plan shall include such provisions for the ownership and maintenance of such open space and improvements as are reasonably necessary to ensure their continuity, care, conservation, maintenance, and operation in accordance with predetermined standards and to ensure that remedial measures will be available to the Village if such open space or improvements are permitted to deteriorate or are not maintained in a condition consistent with the best interests of the planned development or the Village.
- (iv) Property owners' association. When the requirements of the preceding Subparagraph are to be satisfied by the ownership or maintenance of such open space or improvements by a property owners' association, such association shall meet each of the following standards:
 - (1) The by-laws and rules of the association and all declarations, covenants, and restrictions to be recorded must be approved as part of the Detailed Plan prior to becoming effective. Each such document shall provide that it shall not be amended in any manner that would result in it being in violation of the requirements of this subparagraph; and
 - (2) The association must be established and all covenants and restrictions must be recorded prior to the sale of any property within the area of the planned development designated to have the exclusive use of the proposed open space or improvements; and
 - (3) The association must be responsible for casualty and liability insurance, taxes, and the maintenance of the open space and improvements to be deeded to it; and
 - (4) Membership in the association must be mandatory for each property owner and any successive owner having a right to the use or enjoyment of such open space or improvements; and
 - (5) Every property owner having a right to the use or enjoyment of such open space or improvements must pay its pro rata share of the cost of the association by means of an assessment to be levied by the association that meets the requirements for becoming a lien on the property in accordance with statutes of the state of Illinois; and
 - (6) The association must have the right to adjust the assessment to meet changed needs. The membership vote required to authorize such adjustment shall not be fixed at more than two-thirds (2/3) of the members voting on the issue; and
 - (7) The village must be given the right to enforce the covenants; and

- (8) The village must be given the right, after ten (10) days' written notice to the association, to perform any maintenance or repair work that the association has neglected to perform, to assess the membership for such work and to have a lien against the property of any member failing to pay such assessment. For this purpose alone, the village shall have all the rights and powers of the association and its governing body under the agreements and declarations creating the association.
- (f) Landscaping And Perimeter Treatment: Any area of a planned development not used for structures or circulation elements shall be landscaped or otherwise improved. The perimeter of the planned development shall be treated so as to ensure compatibility with surrounding uses by means such as: provision of compatible uses and structures, setbacks, screening, or natural or manmade buffers. Every planned development having twenty (20) or more acres shall provide a perimeter landscaped open space along each of its boundaries; each such open space shall have a minimum depth equal to the minimum front yard required in the district in which it is located or which it abuts, whichever is greater.
- (g) Building And Spacing: No part of any building shall be closer to any part of any other building than ten feet (10'), or three feet (3') if a fire separation wall has been provided satisfactory to the village manager, plus one-half foot (1/2') for each one foot (1') by which either or both of such buildings exceed twenty five feet (25') in height.
- (h) Private Streets: Private streets are prohibited unless expressly approved by the board of trustees. If so approved, they shall meet all construction standards applicable to public streets. No such streets shall be approved except upon the condition that they shall be owned and maintained by a property owners' association meeting the requirements set forth in subsection E2(e)(iv) of this section.
- (i) Sidewalks: A sidewalk meeting the standards of the Hinsdale subdivision ordinance shall be provided along at least one side of every street in or abutting a planned development; provided, however, that such sidewalk may be constructed in a street right of way or as a specific element of the design of the planned development.
- (j) Utilities: All utility lines shall be installed underground.

PLANNED DEVELOPMENT STANDARDS: The Additional Standards for Specific Planned Developments set forth in Section 11-603(E)(3) of the Zoning Code are also found to be met by the Plan Commission. For this project, lifestyle housing is subject to the additional standards listed in Section 11-603(M). Special Exterior Appearance And Design Standards are also set forth Section 11-603(M)(5) and Special Bulk, Yard, And Space Standards are set forth in Section 11-603(M)(6).

Section 11-603(M) states that lifestyle housing is appropriate in furtherance of the following public purposes:

- (a) Local Atmosphere: To maintain the local, "small town" atmosphere of the areas within which lifestyle housing may be developed.
- (b) Compatibility: To ensure compatibility of new development with the existing characteristics of the area.
- (c) Transitional Areas: To protect sensitive areas of transition from one land use to another.
- (d) Attractiveness; Stimulation Of Downtown: To protect and enhance the village's attractiveness to longtime residents and to visitors, and to support and stimulate downtown businesses.
- (e) Strong Economy: To strengthen the economy of the village.

PLANNED DEVELOPMENT FINDINGS: The Plan Commission found these additional standards to have been met at this Concept Plan stage. Holladay Properties Services Midwest, Inc. and Zion Lutheran Church have currently applied for the application jointly. The proposed Vine Street Station site is currently

owned by Zion Lutheran Church and will be purchased by Holiday Properties to be held in unified ownership.

The Vine Street Station site meets the minimum area standards for lifestyle housing outlined in Section 11-603(M) and Planned Developments subject to approval of a Text Amendment to allow lifestyle housing in the O-1 District and a future approval of a Map Amendment to rezone the property to the O-1 District. The site is of sufficient size and shape to be planned and developed as a unified whole capable of meeting the objectives for Planned Developments.

The Village, as deemed necessary, shall provide specific language in compliance with Standard (c) for inclusion in the final covenants, deed restrictions, easements and homeowners declarations. The applicant will provide documents for the Village to review with the Detailed Plan submittal. With the inclusion of such language, the Village finds this standard to have been met.

The applicant is providing adequate public open space pursuant to the Village's Subdivision Ordinance, to meet the requirements listed in Section 11-1-12(G) of the Village Code. The applicant is proposing to construct three separate outdoor park and amenity spaces with a combined area of 0.28-acres, all of which will be privately owned and maintained by a future homeowner's association. The 3,535 square foot pocket park located at the corner of Vine Street and Second Street will be open and accessible to the public, in addition to building residents. The proposed 3,535 square foot pocket park will service as common open space, but does not meet the standard minimum land dedication size of 10,000 square feet in area or the requirement that no dimension measure less than 100 feet. However, the Village Code states that smaller parks can be approved if warranted. Alternatively, private common open space can be approved in place of park land dedication subject to meeting the requirements of Section 11-1-12. If private park space is approved in lieu of public park space, the applicant will be required to depict these outdoor areas as private common open space on the Final Plat of Subdivision and shall record covenants establishing the provisions required by the Village Code. Open space and park land requirements must be verified during the Detailed Plan review stage in accordance with Title 11 of the Village Code. No additional contributions are required at this time. The declarations and covenants of the homeowner's association shall be required, at the time of Detailed and Final Plan approval, to include the various requirements set forth in Section 11-603(E)(2)(e)(iv).

The applicant has provided a preliminary landscape plan that details ample landscaping on site and the conversion of existing non-conforming angled parking spaces on Second Street into a landscaped parkway with street trees. The width of perimeter landscaping is reduced in several areas due to the existing non-conforming building setbacks. The Detailed and Final Plan shall, upon approval, shall provide additional landscaping details, building spacing, sidewalks and utilities in compliance with the requirements of Section 11-603(E)(2). No private streets are proposed.

The Plan Commission found the additional standards for specific Planned Developments set forth in Section 11-603(E)(3) and Section 11-603(M) for lifestyle housing units have been met. The proposed development will maintain the local, small town atmosphere of the area where it is to be developed and will be compatible with the surrounding mix of single-family homes, offices, and church land uses by utilizing an existing historic building and maintaining the current building scale, massing, and height. The development will be located in a transitional area and additional details on the design, landscaping, and lighting will be provided with the Detailed Plan submittal. The architectural details and proposed building elevations were deemed unique and attractive and will support housing at the periphery of the downtown. The project is intended to provide housing for empty nesters and existing residents looking to down-size from their larger single-family homes.

The project largely meets the bulk, yard, and space standards for lifestyle housing set forth in set forth in Section 11-603(M)(6), with the exception of building height, which is an existing non-conforming condition and is not increasing under the proposed project. The applicant has requested several modifications to

the Zoning Code bulk regulations for the O-1 District, fencing, off-street parking, and loading. The project requires zoning relief for various bulk requirements, largely due to existing conditions such as building setbacks. In addition to all other applicable exterior appearance standards, the standards for lifestyle housing set forth in Subsections 11-605(E)(1)(b), (E)(1)(c), (E)(2)(a), (E)(2)(g), (E)(2)(h), (E)(2)(i), (E)(2)(j) and (E)(2)(k) were also deemed to have been met.

FINDINGS ON THE PROPOSED MAJOR ADJUSTMENT TO A PLANNED DEVELOPMENT: The Plan Commission, based upon the evidence presented at the public hearing, and pursuant to Section 11-603 of the Hinsdale Zoning Code, made the following Findings as to the application for a Major Adjustment to the Zion Lutheran Church Planned Development, approved by Ordinance No. 2004-15 and subsequently amended, to remove the proposed Vine Street Station development from the existing Planned Development and to allow for new modifications to the Zoning Code.

The Zion Lutheran Church Planned Development was originally established in 2004 as a 2.3-acre site. Because the property was developed decades before the adoption of the Village's Zoning Code, the existing buildings did not meet various bulk requirements of the IB District and the property was granted relief for existing non-conforming conditions and to allow for a proposed building addition. The Planned Development has been previously altered and reconfigured. A building addition to the membership organization building was previously approved to allow for a child daycare facility on one of the former residential lots. In 2013, two of the single-family homes on Vine Street were removed from the Planned Development and rezoned to the R-4 District, reducing the overall size of the Planned Development and creating new modifications to the Zoning Code.

The applicant intends to purchase 0.61-acres of the 1.96-acre Planned Development site consisting of the former private school building at 125 S. Vine Street and 56.6 feet of the rear yard of 116 S. Grant Street, the single-family home currently used as the Pastor's residence. Approval of a Tentative and Final Plat of Subdivision will be required as part of Detailed Plan for the Vine Street Station Planned Development. There are no other proposed changes within the existing Zion Lutheran Church Planned Development, at either 116 S. Grant Street or 204 S. Grant Street. New modifications to the Zoning Code are requested as a result of removing the 0.61-acre site from the Planned Development. In addition to the requested waivers, all waivers previously granted relative to the Planned Development under the original approval and subsequent amendments shall continue in full force and effect, unless no longer required or are amended.

In accordance with Section 11-603 of the Hinsdale Zoning Code, the Plan Commission shall transmit to the Board of Trustees its recommendation on whether the request is in substantial conformity with the previously approved plans and merits approval, without or without modifications or conditions. The applicant stated that the removal of the Vine Street Station is within substantial conformity with the original approved plans. Staff noted that the project will result in a change to the land uses within the development as well as open space, therefore it appears that the proposed plans are not within substantial conformity with the approved plans. Chairman Cashman stated he agreed with the staff recommendation that the proposal goes beyond a minor modification and is not within substantial conformity. However, the Plan Commission was in support of the project although it is not within the definition of substantial conformity listed in the Zoning Code.

RECOMMENDATION: Based on the findings set forth above, the Village of Hinsdale Plan Commission, by a vote of seven (7) ayes and zero (0) nays, with two (2) absent, recommend approval of a Text Amendment to Section 6-106(E)(4) and Section 11-603(M)(2) of the Zoning Code to allow for Lifestyle Housing as a Special Use in the O-1 Specialty Office District, as submitted, for Case A-35-2021.

By a vote of seven (7) ayes and zero (0) nays, with two (2) absent, the Plan Commission further recommend approval of a Planned Development Concept Plan for the development of Vine Street Station consisting of twelve (12) lifestyle housing units within an existing building located on a 0.61-acre site at

125 S. Vine Street for Case A-35-2021, with the suggested modification that the units be age-targeted, not age-restricted.

By a vote of seven (7) ayes and zero (0) nays, with two (2) absent, the Plan Commission further recommend approval of a Special Use Permit to allow for a Planned Development and Lifestyle Housing in the O-1 Specialty Office District for Vine Street Station for Case A-35-2021.

By a vote of seven (7) ayes and zero (0) nays, with two (2) absent, the Plan Commission further recommend approval of a Major Adjustment to the Zion Lutheran Church Planned Development for Case A-35-2021 to allow for an approval without substantial conformity to remove the proposed Vine Street Station development from the existing Planned Development and to allow for new modifications to the Zoning Code.

Signed: _____

Stephen J. Cashman

Steve Cashman, Chair
Plan Commission
Village of Hinsdale

Date: _____

07/13/22

**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 Tuesday, May 24, 2022 at 7:30 p.m. in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois for the purpose of considering an application from Holladay Properties Services Midwest, Inc. and Zion Lutheran Church for a Text Amendment to Section 6-106(E)(4) and Section 11-603(M)(2) of the Zoning Code to allow for Lifestyle Housing as a Special Use in the O-1 Specialty Office District, a Planned Development Concept Plan with certain associated waivers and/or modifications to applicable Zoning Code provisions, and a Special Use Permit to allow for a Planned Development and Lifestyle Housing in the O-1 Specialty Office District to allow for the development of Vine Street Station, which will consist of twelve (12) lifestyle housing units within a former private school building on a 0.61-acre site located at 125 S. Vine Street.

Concurrently, the applicants are also seeking approval of a Major Adjustment to the Zion Lutheran Church Planned Development, approved by Ordinance No. 2004-15 and subsequently amended, to remove the proposed Vine Street Station development from the existing Planned Development and to allow for certain associated waivers and/or modifications to Zoning Code provisions. The Planned Development currently includes eight (8) parcels with three (3) buildings on a 1.96-acre site in the IB Institutional Buildings District. Holladay Properties intends to purchase 0.61-acres of the 1.96-acre Planned Development site consisting of the former private school building at 125 S. Vine Street and 56.6 feet of the rear yard of 116 S. Grant Street, currently used as a single-family home.

The purpose for the Planned Development Concept Plan application 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 in review of the Planned Development process, and is the basis on which the public hearing is held, thus permitting public consideration and input on the proposal at the earliest possible stage. Following the public hearing, the Plan Commission shall make recommendations to the Village Board of Trustees on the various requests. Contingent on an approved Concept Plan, the Planned Development Detailed Plan will be subsequently submitted to refine the elements of the Concept Plan. Future approval of the Planned Development Detailed Plan and Final Plan, Plat of Subdivision, Exterior Appearance and Site Plan Review, and a Map Amendment to rezone 0.61-acres from the IB Institutional Buildings District to the O-1 Specialty Office District will be required under a separate application.

Copies of documents relating to the proposed request are on file and available for public inspection during regular Village business hours in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois. Please email Village Clerk Christine Bruton at cbruton@villageofhinsdale.org for additional information. This request is known as Case A-35-2021.

The common addresses are 125 S. Vine Street (PINs: 09-12-110-006; 09-12-110-007), 204 S. Grant Street (PINs: 09-12-111-010; 09-12-111-011; 09-12-111-012; 09-12-111-017), and 116 S. Grant Street (PINs: 09-12-110-014; 09-12-110-015) in Hinsdale IL, 60521 and legally described as follows:

LOT 1, THE EAST 70.00 FEET OF LOTS 2 AND 3 AND ALL OF LOTS 4, 5, 6 IN BLOCK 5, ALSO, LOTS 10, 11, 12, AND 13 IN BLOCK 6 ALL IN J.I. CASE'S ADDITION TO HINSDALE,

DUPAGE COUNTY, ILLINOIS, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 13, 1872 AS DOCUMENT NUMBER 15440, IN DUPAGE COUNTY, ILLINOIS.

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

Dated: April 25, 2022

Christine M. Bruton, Village Clerk To be published in the Hinsdalean on April 28, 2022

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

BEFORE THE HINSDALE PLAN COMMISSION

In the Matter of:)
)
)
 ZION LUTHERAN CHURCH)
 Planned Development)
 125 South Vine Street,)
 Case No. A-35-2021,)
 Text Amendment.)

REPORT OF PROCEEDINGS had and testimony
 taken at the hearing of the above- entitled
 matter, before the Hinsdale Plan Commission, at
 19 East Chicago Avenue, Hinsdale, Illinois, on
 May 24, 2022, at the hour of 7:30 p.m.

BOARD MEMBERS PRESENT:

MR. STEPHEN CASHMAN, Chairman;
 MR. JIM KRILLENBERGER, Member;
 MR. MARK WILLOBEE, Member;
 MR. SCOTT MOORE, Member;
 MS. CYNTHIA CURRY, Member;
 MS. ANNA FIASCONE, Member and
 MS. JULIE CRNOVICH, Member.

<p>2</p> <p>1 ALSO PRESENT:</p> <p>2 MS. BETHANY SALMON, Village Planner;</p> <p>3 MR. DREW MITCHELL, Applicant;</p> <p>4 MR. MIKE O'CONNOR, Applicant;</p> <p>5 MR. CHRIS WALSH, Applicant's Architect.</p> <hr/> <p>6</p> <p>7 CHAIRMAN CASHMAN: Case A-35-2021, text</p> <p>8 amendment, planned development concept plan and</p> <p>9 special use permit to allow for the development</p> <p>10 of Vine Street Station consisting of 12 age-</p> <p>11 restricted lifestyle housing units within an</p> <p>12 existing building at 125 South Vine Street and a</p> <p>13 major adjustment to the Zion Lutheran Church</p> <p>14 Planned Development.</p> <p>15 Any individuals who want to speak</p> <p>16 on this matter, if you can please stand and be</p> <p>17 sworn in.</p> <p>18 (WHEREUPON, the oath was</p> <p>19 administered en masse.)</p> <p>20 If we can hear from the applicant.</p> <p>21 Welcome.</p> <p>22 MR. MITCHELL: Thank you, guys. Can</p>	<p>4</p> <p>1 downtown Downers Grove, which took a difficult</p> <p>2 to develop site framed in the western edge of</p> <p>3 their downtown, that's a 90-ish unit building.</p> <p>4 It's one of the top two graded apartment</p> <p>5 buildings in the state of Indiana based on</p> <p>6 online user reviews. We are really proud of</p> <p>7 that. We tend to hold our real estate for long-</p> <p>8 term, which is a decidedly different approach to</p> <p>9 how we go about building them.</p> <p>10 Who cares about all of that. We</p> <p>11 are here tonight to talk about the Zion school</p> <p>12 at Second and Vine. And I know there's a little</p> <p>13 novelette, I hope we didn't put you to sleep</p> <p>14 reading this in preparation for tonight, but it</p> <p>15 explains how we came across this unique</p> <p>16 opportunity to potentially identify an approach</p> <p>17 to adaptive reuse for this building.</p> <p>18 This school was built in 1931 with</p> <p>19 a major addition in 1961. It had at its peak it</p> <p>20 had approximately 200 students that were going</p> <p>21 to school there K through 8. Unfortunately,</p> <p>22 there's been some obsolescence in these smaller</p>
<p>3</p> <p>1 you hear me okay?</p> <p>2 Good evening. My name is Drew</p> <p>3 Mitchell; I'm a resident of Hinsdale. I live</p> <p>4 near Seventh and Garfield and I have been</p> <p>5 raising my family here since 2013 and I love</p> <p>6 this town. I never even knew it existed, grew</p> <p>7 up in Minnesota, found Hinsdale and fell in love</p> <p>8 with it.</p> <p>9 Professionally, I'm a partner with</p> <p>10 a real estate development company called</p> <p>11 Holladay Properties. We are a family-owned</p> <p>12 company; we're based in South Bend, Indiana. We</p> <p>13 are entrepreneurial. We take great pride in our</p> <p>14 projects and the buildings that we do. Our</p> <p>15 office is in downtown Clarendon Hills.</p> <p>16 In this area, we are particularly</p> <p>17 known for what's called transit-oriented</p> <p>18 developments, which are medium-sized luxury</p> <p>19 apartment buildings along sort of whistle stop</p> <p>20 suburban Chicago.</p> <p>21 The products that you may be</p> <p>22 familiar with would be Burlington Station in</p>	<p>5</p> <p>1 schools in the K through 8 model.</p> <p>2 The school was utilized as a</p> <p>3 private academy for a period of time. That use</p> <p>4 is no longer. The only use as of the last say</p> <p>5 five-ish years has been for utilizing the</p> <p>6 gymnasium for a local baseball team.</p> <p>7 So we became aware of the potential</p> <p>8 of this site to have an alternative use really</p> <p>9 from D181's office relocation analysis where</p> <p>10 they support three different sites. This was</p> <p>11 the big loser of the three because of</p> <p>12 obsolescence, because of parking challenges and</p> <p>13 because of perhaps some floodplain issues.</p> <p>14 So, however, we started to study</p> <p>15 it, we being my team of Chris and Mike O'Connor</p> <p>16 and Donald and Laurie and Grace and it starts</p> <p>17 with a tour of the building and we found out</p> <p>18 it's got pretty good bones.</p> <p>19 There's some real special stuff in</p> <p>20 this building. There's a two-story stained</p> <p>21 glass window, some of the cornerstones they had</p> <p>22 etched limestone on the building we thought was</p>

<div>6</div> <div>1 pretty cool. There's also some garbage on it,</div> <div>2 if you will. There's glass blocks which, you</div> <div>3 know, I don't think Steve's probably used that</div> <div>4 in a long time on any projects that he's been</div> <div>5 involved in.</div> <div>6 Pastor Klein is here. I hope I</div> <div>7 don't insult you but there's some pretty ugly</div> <div>8 grease traps hanging off the side of this</div> <div>9 building that are facing the neighbors. So</div> <div>07 36 45PM 10 we -- in order to take the temperature of the</div> <div>11 community, which is important in our planning</div> <div>12 and entitlement process in Hinsdale, we were</div> <div>13 encouraged by the village staff to host a</div> <div>14 neighborhood meeting.</div> <div>15 The first neighborhood meeting was</div> <div>16 hosted in August of 2021. There were people</div> <div>17 that weren't able to make that meeting; we</div> <div>18 hosted a second neighborhood meeting in</div> <div>19 September of 2021.</div> <div>07 37 07PM 20 I'd like to say that the reactions</div> <div>21 and the feedback that we got from the</div> <div>22 neighborhood largely formed the plans that you</div>	<div>8</div> <div>1 controlled parking spaces.</div> <div>2 We are targeting a demographic that</div> <div>3 we have great experience with, which is your</div> <div>4 downsizing empty nesters. There are precious</div> <div>5 few places for folks that are downsizing to stay</div> <div>6 and maintain close roots with their family,</div> <div>7 particularly when we are talking about trying to</div> <div>8 have some level of walkability, which is also</div> <div>9 very much in demand.</div> <div>07 38 41PM 10 So we got very comfortable that</div> <div>11 there could be an economically viable project</div> <div>12 here. One of the things that is probably most</div> <div>13 intimidating of this process really is the</div> <div>14 entitlement and in going through the motions in</div> <div>15 Hinsdale where we take great pride in what we</div> <div>16 have today and there is a sense that there is</div> <div>17 some resistance to change.</div> <div>18 This would be a multifamily</div> <div>19 project. It would be condominium. It would be</div> <div>07 39 08PM 20 for sale. The village board very much encouraged</div> <div>21 us to focus on a 55-plus demographic and not age-</div> <div>22 targeted which is a way to say you're focused on</div>
<div>7</div> <div>1 are seeing this evening. We had incredible</div> <div>2 attendance, quite frankly, at those neighborhood</div> <div>3 meetings, particularly relative to what we are</div> <div>4 seeing tonight. But I would say the project was</div> <div>5 generally well-embraced and well-received once</div> <div>6 we got past sort of the fear of unknown and what</div> <div>7 this might look like and what it would be.</div> <div>8 So since Pastor Klein is here, I'd</div> <div>9 like to thank the Pastor and the congregation.</div> <div>07 37 42PM 10 They voted in favor of the sale of this building</div> <div>11 and this asset to Holladay pending a successful</div> <div>12 navigation of our entitlement process. But what</div> <div>13 we are talking about here is taking this</div> <div>14 building and largely preserving the existing</div> <div>15 exterior facade with the exception of a couple</div> <div>16 of things.</div> <div>17 We are putting big, beautiful</div> <div>18 windows in that would be for each of these units</div> <div>19 and there's also balconies on these units. The</div> <div>07 38 10PM 20 intent is to ramp down on the eastern portion of</div> <div>21 the site to an underground parking facility that</div> <div>22 would feature 22-ish underground and temperature</div>	<div>9</div> <div>1 that demographic but can do business with</div> <div>2 anybody. This would truly be age-restricted.</div> <div>3 There would be provisions in our</div> <div>4 bylaws in the HOA that would prevent certain</div> <div>5 things that came up both at neighborhood</div> <div>6 meetings and in the village board meetings</div> <div>7 related to, for example, storing things on the</div> <div>8 balcony.</div> <div>9 But there's some renderings.</div> <div>07 39 39PM 10 Donald, I wouldn't mind if you could show a</div> <div>11 couple of these real quick. Chris Walsh, our</div> <div>12 architect, is going to give a bit of a more</div> <div>13 thorough presentation but I'd love to kind of</div> <div>14 just tell you what we are doing here.</div> <div>15 So a lot of this limestone -- and</div> <div>16 most of this exists. We just wouldn't know it</div> <div>17 because the building hasn't gotten a bath in</div> <div>18 probably 40 years. So a lot of this is cleaning</div> <div>19 it up. A lot of it is putting in appropriate,</div> <div>07 40 04PM 20 tasteful lighting, both up and down lighting you</div> <div>21 will see, and then big windows. We are really</div> <div>22 trying to open up light and allow it to get into</div>

<p style="text-align: center;">10</p> <p>1 the space.</p> <p>2 We have concern that we may only be</p> <p>3 able to get to eight-and-a-half foot ceilings,</p> <p>4 which we wish they were ten. So part of what we</p> <p>5 are doing with these larger windows is letting</p> <p>6 the feel of volume that comes into the space.</p> <p>7 It's a tricky building here because</p> <p>8 you're not really appreciating how far east it</p> <p>9 goes. You can just barely get a glimpse of this</p> <p>07 40 34PM 10 two-story stained glass. If you go in the</p> <p>11 stairway, it is a spiritual moment. The light</p> <p>12 coming in off of this glass, it's really</p> <p>13 wonderful.</p> <p>14 So our plan is actually the</p> <p>15 interior like that and have a soft glow at night</p> <p>16 when you're driving by and really kind of</p> <p>17 embrace that.</p> <p>18 On the front of the building, our</p> <p>19 intent is to create a modest but important</p> <p>07 40 57PM 20 outdoor living space that would allow our</p> <p>21 residents to be able to grill. They would be</p> <p>22 able to have a glass of wine out there, have</p>	<p style="text-align: center;">12</p> <p>1 sitting garden and an opportunity for those who</p> <p>2 have pets to also bring their pets. And one of</p> <p>3 the things that we heard, I can't recall if it</p> <p>4 was the village board meeting or at the</p> <p>5 neighborhood meeting is, you know, nobody really</p> <p>6 needs a pet run around here, everybody is</p> <p>7 walking on the street. So perhaps this can get</p> <p>8 re-envisioned if it were to please the plan</p> <p>9 commission or if we came up with better ideas.</p> <p>07 42 23PM 10 This just gives you an idea of how</p> <p>11 you would navigate getting into the lower level.</p> <p>12 It actually works very well. We would put in an</p> <p>13 elevator over in this space. That would create</p> <p>14 a need to have an elevator overrun on the roof</p> <p>15 of the building but, guys, we put a lot of</p> <p>16 thought into this.</p> <p>17 We are hoping that there's energy</p> <p>18 and reception towards an adaptive reuse of this</p> <p>19 building realizing that multifamily may not be</p> <p>07 42 53PM 20 our favorite word here, maybe I should delete it</p> <p>21 and just start speaking to it as condominium.</p> <p>22 I think that's it. You know, Chris</p>
<p style="text-align: center;">11</p> <p>1 friends or family over; there would be a TV.</p> <p>2 And then we are actually -- we would like to</p> <p>3 poke a hole into this part of the building so</p> <p>4 that you would have interior access and truly</p> <p>5 make it a private space.</p> <p>6 A couple of other things that we</p> <p>7 are doing that I think are pretty important are</p> <p>8 we are allocating space -- green space. So this</p> <p>9 area has had issues with flooding. We are</p> <p>07 41 27PM 10 increasing the amount of permeable space on the</p> <p>11 site, 12 percent, on the gross. It's about a</p> <p>12 40 percent increase though in the amount of</p> <p>13 permeable that exists.</p> <p>14 The idea here would be that we</p> <p>15 would have a public pocket park, so there's</p> <p>16 examples of these really all over, but this</p> <p>17 would be a place if you were walking back from</p> <p>18 Starbucks, you could stop and drink your coffee.</p> <p>19 It would be privately maintained but accessible</p> <p>07 41 35PM 20 to the public.</p> <p>21 On the eastern portion of the site</p> <p>22 we are creating what we are calling a formal</p>	<p style="text-align: center;">13</p> <p>1 and Mike, I don't know if you think I missed</p> <p>2 anything.</p> <p>3 I will tell you that the mayor of</p> <p>4 Downers Grove, I just bumped into him, and he</p> <p>5 doesn't get a vote and, you know, it's another</p> <p>6 town, but he gave me a hug and I said, Mayor,</p> <p>7 what's the hug for? And he was -- went to</p> <p>8 school here all through eighth grade, and he's</p> <p>9 just over the moon about the fact that we are</p> <p>07 43 26PM 10 trying to salvage this building. Because really</p> <p>11 the alternative would be either as a right</p> <p>12 office, which I suppose could happen, however,</p> <p>13 one of the things that my partner Mike and I are</p> <p>14 running into is we are getting communities</p> <p>15 calling us saying we have vacant office and</p> <p>16 would like to rethink this and reimagine this,</p> <p>17 so we have been reacting to that just from sort</p> <p>18 of a macro economic world.</p> <p>19 Another alternative would be more</p> <p>07 43 48PM 20 single-family homes. And while I live in one</p> <p>21 and I know that that represents a big part of</p> <p>22 the underlying fabric here in Hinsdale, we just</p>

1 think this is a really cool opportunity to take
2 a building that has historical, or perceived
3 historical value, and turn it into something
4 that works today and that works for residents
5 that live in Hinsdale and allows them to age in
6 place here in town.

7 So we are thrilled to have the
8 ability to be able to see you guys tonight.
9 We've been looking forward to this, quite
10 frankly, for a very long time, and we are eager
11 to move this project along should we be able to
12 find your support. So thank you very much; I
13 really appreciate it.

14 MR. O'CONNOR: I want to add one thing
15 to what you said about what we're asking for;
16 Bethany mentioned it, but we are taking this
17 school parcel and we are removing it from the
18 existing planned development. That's one thing.

19 And then we're asking for a fairly
20 lengthy list of departures from the code and I
21 just want to make sure everyone understands
22 we're not doing that because we are unhappy with

1 the code. We are trying to keep the building
2 envelope exactly the same and not kind of change
3 the site at all and so everything we are doing
4 is inside the building.

5 And, I mean, we're going to restore
6 the envelope of the building, as I mentioned,
7 clean it up, restore it, but all the things that
8 exist there and they're causing us to have some
9 of these departures for the most part. So thank
10 you very much. I appreciate it.

11 I want to talk about that we are in
12 a PUD and we are in an existing PUD and so we
13 sort of have to apply on behalf of the church as
14 well. And the application was signed by the
15 church that they are amending that PUD, it
16 affects the adjacent homes, the pastor's
17 residence to the east. So there's some subtle
18 changes there.

19 Actually, that site really doesn't
20 change. Part of the subdivided lots that that
21 home sits on actually have been used for a long
22 time by the school and so we are just

1 establishing that line again.

2 So I just wanted to add those
3 couple of points and I'm going to let Chris walk
4 through the design of the project.

5 CHAIRMAN CASHMAN: Thank you.

6 MR. WALSH: I'm Chris Walsh, the
7 architect. I may go over a few things here that
8 we already talked about but as Drew mentioned,
9 you know, Holladay is doing several projects
10 here in the area and you can definitely look
11 them up and see everything they are doing.

12 So this is what Mike is referring
13 to. The site is in the IB district right now
14 and it's really the campus of the current
15 school, the church, parking lot and there's two
16 houses just south of the school that were taken
17 out and then put back into the R-4 district.

18 So part of what Mike is describing
19 was -- actually, I'll show you a couple of
20 slides. We want to break up a couple of these
21 things, take the school out of this district,
22 just to keep within the codes.

1 So this is the building in all its
2 glory, current glory right now, and as you can
3 see, there are -- you know, it's in need of some
4 work. Can't really see everything on here but
5 it's a lot of glass block, a lot of old windows
6 put in in the '60s, doorways that would be
7 reworked. You can see the stained glass window
8 in the upper right-hand corner. But if you
9 really look close though, there are great
10 details on this building and the rendering we
11 actually did go and measure all the stonework,
12 we modeled it the best we could so the rendering
13 actually does capture the stonework and
14 everything that's there.

15 This is the current plat of survey.
16 The school is actually on two lots, so it says
17 Lot 1 there and it's a little bit deeper and the
18 Lot 2 is actually what we call the pastor's
19 house. That's the house on the corner on the
20 other side.

21 So we will actually have to give
22 some land to the current pastor's house to that

<p style="text-align: center;">18</p> <p>1 Lot 2, make that a conforming lot, 125-foot deep</p> <p>2 lot but that will be separated on its own and</p> <p>3 what's left will be part of the school and we</p> <p>4 feel it's plenty of room to do what we want to</p> <p>5 do.</p> <p>6 So this is what the current campus</p> <p>7 for the whole building -- or for the whole</p> <p>8 church site. So you see in the dark outline is</p> <p>9 the area where we want to break off for the</p> <p>07 48 57 PM 10 school portion and then the pastor's house to</p> <p>11 the right. To the south would be the church</p> <p>12 with the parking lot and you can see the</p> <p>13 northwest corner of those two homes that were</p> <p>14 previously separated. So if you want to read</p> <p>15 through what we are actually breaking off, the</p> <p>16 text is forever because it takes into account</p> <p>17 all of these pieces but just in short, we have</p> <p>18 to take that out but amend the old PUD.</p> <p>19 So again, one last slide with the</p> <p>07 49 29 PM 20 site plan. It's hard to see but this actually</p> <p>21 shows there's a fence at the pastor's -- the</p> <p>22 single-family home which borders -- there's like</p>	<p style="text-align: center;">20</p> <p>1 that much for a ramp down. So there would be a</p> <p>2 gradual ramp down just to the east of the</p> <p>3 building and cars would take a left turn into</p> <p>4 the garage, there would be a door on the eastern</p> <p>5 side.</p> <p>6 We figure there would be about</p> <p>7 three parking spaces at the end of that driveway</p> <p>8 and like a parcel delivery space or move-in</p> <p>9 space that would be there as well.</p> <p>07 51 27 PM 10 Inside we did get a comment about</p> <p>11 8-foot wide parking spaces. Currently, the plan</p> <p>12 show 8-foot wide. Our problem right now is the</p> <p>13 next phase getting into that detail plan. We</p> <p>14 want to have 9-foot wide parking spots, believe</p> <p>15 me, but right now we aren't exactly sure where</p> <p>16 all the structure lands so we are being</p> <p>17 conservative right now. At the end of the day,</p> <p>18 our plan is to have 9-foot parking spaces. I</p> <p>19 think it can be done on all the parking spaces</p> <p>07 51 57 PM 20 but we kind of made the decision not to jump to</p> <p>21 that yet. Before we get into that, we really</p> <p>22 need to measure the building, understand how the</p>
<p style="text-align: center;">19</p> <p>1 a playground in the middle. That fence is gone.</p> <p>2 It's going to move -- that fence is going to</p> <p>3 move to the east about 15 feet. So if you are</p> <p>4 standing there, and you want to understand how</p> <p>5 big that lot will be, it's about a 15 feet move</p> <p>6 to the east for that fence in the back of the</p> <p>7 lot. Here it is in a little bit more color.</p> <p>8 MR. MITCHELL: Chris, I'd like to drive</p> <p>9 home the point. When you say give it back to</p> <p>07 50 08 PM 10 the pastor's house, if you were to go there,</p> <p>11 there's a wooden fence right now that's east of</p> <p>12 where the new lot line would be. There's</p> <p>13 actually a little further addition of land to</p> <p>14 what would now be pastor's lot.</p> <p>15 MR. WALSH: So the building, the</p> <p>16 existing building is three stories. Our</p> <p>17 proposal is to create 12 dwelling units, 12</p> <p>18 condos and have 25 spaces of parking.</p> <p>19 This shows the lower level. So we</p> <p>07 50 50 PM 20 are anticipating dedicating the entire lower</p> <p>21 level to parking. The new driveway, we are</p> <p>22 about 6 foot below grade which is really not</p>	<p style="text-align: center;">21</p> <p>1 structure will work and then we can come back to</p> <p>2 you intelligently and tell you what the parking</p> <p>3 spaces will be.</p> <p>4 We are asking for a little bit of</p> <p>5 variance because we are working on existing</p> <p>6 conditions, our aisle spaces is a little bit</p> <p>7 below code but again, we are trying to get --</p> <p>8 our understanding is it's going to be very</p> <p>9 luxurious condos, affluent people and we want to</p> <p>07 52 31 PM 10 have the most space for them, so that's</p> <p>11 something that we plan to work out as we get</p> <p>12 into our detail plans. But right now we feel</p> <p>13 what we have in front of you is very realistic</p> <p>14 as far as number of spaces.</p> <p>15 So as Drew mentioned, on the east</p> <p>16 side, that triangular corner, we are planning on</p> <p>17 landscaping that, creating kind of a public park</p> <p>18 that people can walk by and welcome to sit on.</p> <p>19 MR. MITCHELL: West side.</p> <p>07 53 05 PM 20 MR. WALSH: Sorry, west side.</p> <p>21 To the south of the building, kind</p> <p>22 of in the little side yard along Second Street,</p>

<p style="text-align: center;">22</p> <p>1 is really what we plan to do is create like a 2 5-foot fence that would be a mix of masonry, 3 sculpted metal, really have kind of an 4 ornamental fence with some greenery behind that 5 to aquify the scene. So people walking by with 6 their dogs, this is really going to be kind of 7 the yard for these tenants where they can just 8 kind of walk down, have coffee, read their iPad, 9 whatever it is. Maybe sit out there at night, 10 have some wine. So they would have some privacy 11 there.</p> <p>12 And then we have the driveway which 13 kind of separates the pocket park to the right 14 and we see that as really kind of a landscaped 15 place with a little bit more space to wander 16 around. Maybe they are taking their dogs out 17 there and running around. So there's really 18 three distinct landscape areas that we have with 19 this project.</p> <p>20 So again, we have done our initial 21 layouts. We feel, you know, comfortable. These 22 are roughly the size units we can get about</p>	<p style="text-align: center;">24</p> <p>1 the bottom left and then we are -- feel good. 2 The rendering would be the final product and as 3 I mentioned, we actually did take a lot of care 4 in this rendering to highlight all the limestone 5 that's actually there. The brickwork, really if 6 you get a chance if you stop and look at it, 7 there really is a lot of detail to this 8 building, especially this portion on the corner 9 that's the old 1931 building.</p> <p>10 MR. MITCHELL: Contrast it to the 11 picture on the lower left. That's what we are 12 seeing today and I really think this could be 13 magical. I really do. I have partners who are 14 wondering what the heck I'm doing on this. This 15 is a \$6 million-ish project, \$8 million project, 16 it's 12 units, it's for sale, you know, 17 operating income and I don't really care. I'm 18 excited about this opportunity to save this 19 building and I think our community would really 20 value it. So I just want you to know this isn't 21 about making a bunch of money, guys. This is 22 about having fun, maybe shortening my commute</p>
<p style="text-align: center;">23</p> <p>1 1,100 to 1,600 square foot units, a mix of 2 and 2 3 bedrooms and each of them would have an 3 outdoor space. It's something Holladay really 4 impresses with all of their projects to have 5 some outdoor space. These would be 6-foot deep 6 balconies they can go there and sit. There was 7 a little bit of concern with the balconies, some 8 talk, but I think after people have gotten used 9 to it they understand this is their front porch, 10 these people need somewhere to kind of sit out, 11 offer safety in a community as well. Since 12 people are sitting out there, they are watching 13 the street. I encourage these should be 14 included even though I know this is one of the 15 variances that we are asking for.</p> <p>16 But as Drew mentioned as well, it 17 would be an elevator building. We are planning 18 on keeping the staircases where they are. 19 There's actually a third staircase that would be 20 removed kind of the north side of the building 21 that was part of the original 1930s building. 22 So you see the existing building in</p>	<p style="text-align: center;">25</p> <p>1 one or two days a week because it is in my 2 backyard so if there's selfishness, maybe that's 3 it, but I don't know what we are celebrating 4 here on the lower left but I do think that this 5 canvas can be celebrated and that's what I'm 6 hoping we are conveying loudly today. So 7 thanks, Chris.</p> <p>8 MR. WALSH: Again, this is the look 9 from the other side. There's the fence we are 10 talking about. There's discreet but there was 11 metal work, an ornamental fence. The window, 12 the glass -- stained-glass window that's there, 13 like Drew said. There is another picture here 14 from the inside. That doesn't even do it 15 justice from what it looks like on the inside. 16 But the intent would be to backlight it, softly 17 backlight it, give it a little glow and at night 18 it would be a nice element that people could 19 enjoy from the street.</p> <p>20 Outdoor area, and then you get a 21 little glimpse of what we are anticipating, a 22 car ramp down.</p>

<p style="text-align: center;">26</p> <p>1 Just kind of an overall comment.</p> <p>2 Drew touched on it. We are actually increasing</p> <p>3 the permeable area. That's a good thing. So</p> <p>4 the main thing I would get across on this slide,</p> <p>5 you know, it shows the existing condition of the</p> <p>6 parking lot at the top. You can kind of see</p> <p>7 that we are making more green and less pavement.</p> <p>8 Conceptual landscape plan. It's</p> <p>9 not too much different than what we had shown</p> <p>07:58:27PM 10 before. I know this is really hard to see. You</p> <p>11 have it in your packet.</p> <p>12 Our plan is to spend money on the</p> <p>13 landscape, create three distinct landscaped</p> <p>14 areas. It might not be the final final plant</p> <p>15 layouts but that's something we plan to work out</p> <p>16 in the end.</p> <p>17 MR. MITCHELL: I would just add that</p> <p>18 this exhibit was informed by (inaudible) our</p> <p>19 arborist who walked the site. We tried to</p> <p>07:58:51PM 20 identify which trees were really important to</p> <p>21 save, what he considered, I think his word was</p> <p>22 garbage, but there are some great trees out here</p>	<p style="text-align: center;">28</p> <p>1 And then from the inside the</p> <p>2 stained-glass window which is in great shape on</p> <p>3 the inside; it's really bright. It's just they</p> <p>4 put a really kind of older window on the outside</p> <p>5 that's gotten very fogged up so you really can't</p> <p>6 appreciate it unless -- you can see on the left-</p> <p>7 hand side where they just kind of put protective</p> <p>8 window but we want to see what we can do to get</p> <p>9 that blue and colors on the outside.</p> <p>08:00:44PM 10 So these are more technical</p> <p>11 drawings. Basically it's what we have looked</p> <p>12 at. We are asking for variances on the height</p> <p>13 but we are not changing the height of the</p> <p>14 building, we are just stating what the building</p> <p>15 height is. We aren't that far off than what the</p> <p>16 current code is. The rear setback is about 6</p> <p>17 feet, a little over 6 feet. I know it's going</p> <p>18 to be more than that. The front setback off the</p> <p>19 street is about 28 feet.</p> <p>08:01:14PM 20 We are close on some, we are not on</p> <p>21 others, but it's an existing building. There's</p> <p>22 only so much we can do so we ask for everybody</p>
<p style="text-align: center;">27</p> <p>1 and then there's some stuff that's not and we</p> <p>2 want trees. We want to have that. So just</p> <p>3 mostly trying to share that the village arborist</p> <p>4 has reviewed the site.</p> <p>5 MR. WALSH: Again, a little more detail</p> <p>6 plan. Just some of the imagery of what we are</p> <p>7 seeing on this site with the furniture, the</p> <p>8 planting, the benches, that kind of thing. I'm</p> <p>9 not going to go through this in detail. This is</p> <p>07:59:32PM 10 more of an imagery board, kind of give you an</p> <p>11 understanding to the site.</p> <p>12 So a little picture. This is to</p> <p>13 highlight some of the stonework that's there and</p> <p>14 also the glass block window and there is a</p> <p>15 cornerstone with a 1931 on it. All this would</p> <p>16 get cleaned.</p> <p>17 You can get a better look at the</p> <p>18 main entry on the right-hand side, which again,</p> <p>19 all the stonework, the detail that is in this</p> <p>08:00:04PM 20 building. Soldier course is the brick. It's a</p> <p>21 beautiful building. They don't build them like</p> <p>22 this anymore.</p>	<p style="text-align: center;">29</p> <p>1 to be reasonable. We are going to ask for some</p> <p>2 variances, we have to, and a lot of these are on</p> <p>3 setbacks.</p> <p>4 MR. MITCHELL: Thank you.</p> <p>5 So I guess beyond that, we bring in</p> <p>6 attention to detail to these projects that are</p> <p>7 important. We understand how this demographic</p> <p>8 lives. We have been bringing fiberoptic into</p> <p>9 our buildings and often all the way to the</p> <p>08:01:56PM 10 units, which we believe all of us should be</p> <p>11 driving electric vehicles in 20 years. We are</p> <p>12 providing sufficient panel space. We plan to</p> <p>13 have electrical charging station in this</p> <p>14 building and we can't wait to hear what you guys</p> <p>15 have to say. You might be sick of hearing from</p> <p>16 us. So thank you very much. I really</p> <p>17 appreciate you guys giving us this audience.</p> <p>18 And thank you, Pastor. They have been very</p> <p>19 patient with us. We live in a world where we</p> <p>08:02:22PM 20 have a contract, right, and we are trying to</p> <p>21 perform within that contract and so I just want</p> <p>22 you to know how much we appreciate you and the</p>

1 congregation having given us the time to
2 navigate a gauntlet like this in a town that
3 doesn't -- we have standards and there's a
4 reason why and you go through our community and
5 you understand why we have these great
6 standards. So thank you very much. We really
7 appreciate it.

8 CHAIRMAN CASHMAN: Thank you, Drew.

9 Commissioners? Cynthia, questions
10 for the applicant?

11 MS. CURRY: A couple questions. One
12 was going to be are they condos or apartments
13 because I was led to believe it was condos but
14 it is most definitely condominiums that will be
15 being purchased; correct?

16 MR. MITCHELL: Yes, that's correct.
17 These would be for sale condominiums and I'll
18 just offer it because it came up previously.

19 There were questions about whether
20 these could be turned into rentals or could be
21 turned into Airbnbs and the idea would be that
22 we would utilize the bylaws of the building to

08 02 56PM

08 03 15PM

1 as an office building would pale in comparison
2 to a building like this.

3 There's a perception often that
4 even much larger projects that we are involved
5 in are huge traffic generators. And they tend
6 not to be one because we're doing walkable
7 product and that does influence how people go
8 and get things like coffee. We can walk to a
9 grocery store from this location, so traffic
10 will be a nonissue. I suspect we will be
11 obligated to provide a traffic study as part of
12 the plan commission process and our formal
13 submittal.

14 The second question -- oh, boy.

15 MS. CURRY: Price.

16 MR. MITCHELL: Oh, price. You know, if
17 you asked me a year ago, I would have felt a lot
18 more comfortable answering that question. We
19 are facing unprecedented interest rate increases
20 on a percentage basis as well as price
21 volatility. And it is a heck of a double whammy
22 in our business.

08 04 40PM

08 05 05PM

1 prevent that.

2 MS. CURRY: Can I ask a couple of more?

3 CHAIRMAN CASHMAN: Yes. Go ahead.

4 MS. CURRY: Elevators. One elevator in
5 the building?

6 MR. MITCHELL: That's correct. This
7 would be a single elevator. We believe it would
8 be a Cone aid with an extended ceiling height
9 which makes move in/move out a little bit
10 easier. A lot of people don't know this, it's
11 only like \$1,500 to get another foot when you
12 are putting in an elevator. We always do it but
13 it would just be one single elevator.

14 MS. CURRY: One of my biggest concern
15 is traffic and the entry level in the two
16 bedrooms, what are you looking at the price
17 point of these, from what to what?

18 MR. MITCHELL: Sure. So the first
19 question was related to vehicular traffic.

20 So I guess what I would say to that
21 is whatever was there as a school of 200 kids, I
22 mean, we are looking what could be done, right,

08 03 47PM

08 04 10PM

1 So we really thought that these
2 would be probably in the high sixes to the mid
3 nines-ish but we just don't know right now. We
4 are kind of flying blindly knowing that there's
5 a lot of demand and there may not be -- there
6 may be a lot of price elasticity in Hinsdale.
7 So not sure but that would be my kind of dark
8 range if you forced me to it.

9 MS. CURRY: With the market and nobody
10 has a magnifying glass to tell where we are
11 going but that might impact where -- is there
12 any fear generated around where this may end up
13 by the time you finish them.

14 MR. MITCHELL: I'm not afraid. I think
15 it's going to be hard for us to get hurt on this
16 if we do it well and we do it thoughtfully and
17 we aren't rushing.

18 I mean, a big next step is really
19 getting inside this building and understanding
20 what we have to work with, so that's where we
21 could goof up by not properly understanding, for
22 example, the structure of how we could, you

08 05 45PM

08 06 13PM

1 know, delineate between units and what we have
2 done so far has not been us just in a vacuum and
3 we have been in the building.

4 But, you know, even if rates
5 continue to go up or even if home prices
6 continue to go up, I believe that we're
7 reasonably well-insulated in this community
8 because I believe people want to live here and
9 it really is a special place, right. I mean,

08 05 49PM 10 whether it's uniquely Thursdays or you can't get
11 a Starbucks without a drive-thru in Illinois
12 anywhere and then we just saw a Starbucks as I
13 pulled out. People want to be here, guys.

14 The other part of this is really
15 that a lot of folks who may have a mother or an
16 aunt that they would love to live here because I
17 think your alternatives, while they are great at
18 maybe it's the Hamptons of Hinsdale or maybe
19 it's the development at County Line and 55th,
08 07 22PM 20 but it doesn't provide walkability. And so to
21 me that's part of this urban heartbeat is being
22 able to have access to the parks, seeing younger

1 people biking and walking and throwing the ball
2 to their dog.

3 So I also think that -- I mentioned
4 this project to a friend who's a realtor and I
5 couldn't have been more disappointed with the
6 reaction. It was very nonplused. It was, you
7 know, that corner is dark and it feels gross and
8 it was like really disappointing reaction. I'm
9 not going to hire this person at some point.

08 07 58PM 10 But I think perhaps the building today is
11 contributing to that feeling at this particular
12 corner and I actually think this could really
13 create some positive energy for this little
14 pocket of Hinsdale.

15 I noticed even the building
16 immediately north of us, which is like 119 South
17 Vine, just underwent a pretty thoughtful rehab
18 and so I just think quality investment gets
19 quality investment.

08 08 24PM 20 So one of the things that's been
21 purely, truly a joy for me is professionally
22 seeing what happens when we build great

1 buildings because it is absolutely energizing to
2 stuff around us. So, you know, I can just say
3 that.

4 I guess, you know, Chris, did a
5 very nice introduction of Holladay but can you
6 go see what we are doing. Our project in
7 downtown Westmont at Cass and Quincy is game-
8 changing for their downtown. They had over 30
9 commercial vacancies before we started this
08 08 53PM 10 project and they have virtually none now and it
11 was a huge bet on our part but we study data, we
12 understood who is going to want to live there
13 and we are 40 percent leased and we don't even
14 open for two months and nobody's been in the
15 building.

16 So it speaks to the quality of our
17 projects, the desirability or walkability, and
18 I've probably answered your question. Sorry.

19 MS. CURRY: I don't want to monopolize,
08 08 22PM 20 but one of my concerns was the parking though
21 and the 8-foot versus the 9 and the aisle space
22 being more limited. I'm guessing occupants of

1 this will probably have two cars, I think a lot
2 more may have electric cars, they are going to
3 be older. I think there's only one space that's
4 a larger space, am I wrong, for access?

5 MR. WALSH: One handicap.

6 MS. CURRY: I'm just wondering if you
7 need more. And I know you are limited and I
8 appreciate the fact you are trying to fit within
9 that structure. I think it looks beautiful, so
08 08 49PM 10 just a few questions, and I don't want to
11 monopolize.

12 MR. MITCHELL: I'd like to quickly
13 react to that. We hear you. We know everybody
14 gets really frustrated when there's narrow
15 spots.

16 When you live in a building, it's
17 very different than going in a random parking
18 garage, so I feel like you sort of get to know
19 your three-point turn or whatever you are doing.
08 10 12PM 20 But we are going to try to make that as gracious
21 and as wide as we possibly can and I think what
22 Chris is doing is a little trick to give himself

1 some flexibility when he starts really ripping
2 open the cereal box, what am I going to do, but
3 when he gets inside of this and trying to
4 understand what -- but we are going to have to
5 come back to you guys to get our formal approval
6 and I think we will have that pretty dialed in
7 at that point. I don't want to monopolize.

8 CHAIRMAN CASHMAN: Any time, Cynthia.

9 Jim?

08 10 45PM 10 MR. KRILLENBERGER: My kids went to
11 preschool in the building and I'm a big fan of
12 the building. I'm thrilled it's being converted
13 to 12 units.

14 So can you elaborate a little bit
15 on the open space that's next to the pastor's
16 residence? That's for residents of the building
17 use rather than public use; right?

18 MR. MITCHELL: Yes. I think if I were
19 able to zoom in, I would really zoom in on this
08 11 10PM 20 picture right here.

21 So this was our inspirational
22 picture, the second from the top right, and it's

1 really a sitting garden. But the idea would be
2 -- we don't know how much it will be used but
3 part of it is just being beautiful and so
4 driving by and seeing that and knowing you could
5 go out there and read a book was the thought.
6 So am I answering --

7 MR. KRILLENBERGER: Yes, absolutely.
8 Is there -- and I don't know what -- I know when
9 we did the approval of the property at 55th and
08 11 38PM 10 Garfield, there was a lot of talk about
11 homeowner's association and bylaws and you
12 mentioned that.

13 Given the parking concerns, is
14 there expected to be a provision that will keep
15 that open space rather than concrete, asphalt,
16 new parking?

17 MR. MITCHELL: So if that were a
18 concern, I think that that's something that
19 could become perhaps a deed restriction. I
08 12 08PM 20 don't know how they would ever pull a permit to
21 pave that. People would lose their lid.

22 I'm glad you weren't asking me to

1 put parking there, we don't want to. We don't
2 really want any more parking. We feel very
3 comfortable at a 2 to 1 level and we are
4 actually a little more than that and we have
5 room for visitors and room for drop-off.

6 So if the concern was long-term
7 maintenance and somehow it not being appealing,
8 I'm not concerned about that because I feel like
9 just for the sheer sake of preservation of
08 12 32PM 10 homeowner values, your HOA is going to take it
11 pretty seriously.

12 I worry that they -- not worry.
13 They may have a better idea once they are living
14 here how that space could be used and so that to
15 me is a more likely outcome that at some point
16 they are coming back and saying hey, we
17 rethought this space or it felt like it was
18 public and people were using it or -- and maybe
19 that's a requirement. I'm not trying to put --

08 13 09PM 20 the village president talks about handcuffs --

21 CHAIRMAN CASHMAN: I think he said he
22 does.

1 MR. MITCHELL: And we don't like
2 unnecessary handcuffs and he said we love
3 unnecessary handcuffs but the idea would be we
4 have the land. We want it to be cool. We want
5 it to be celebrated by the people that live here
6 and we just don't know if we have the best idea
7 yet.

8 You know, we like our inspirational
9 imagery. We live in an area where there's
08 13 37PM 10 really two seasons, road construction, and all
11 that. It's not going to be a four season place
12 right now. Could it be? Should it be? So we
13 don't know.

14 But we are willing to devote more
15 time and energy to that and we are receptive to
16 ideas too. In fact, part of the reason why we
17 are so confident in what we've done is because
18 the neighbors have their fingerprints on it and
19 they reacted to what we are proposing and we
08 14 03PM 20 really don't have tremendous pride in
21 authorship here; we like good ideas. So thank
22 you for those questions.

1 MR. KRILLENBERGER: Okay. And then you
2 are asking for a variation in the height
3 restrictions and that's strictly related to the
4 elevator?

5 MR. MITCHELL: My understanding is it's
6 actually related to the existing building but
7 it's because it's nonconforming, we technically
8 have to ask for a variance for height because we
9 are utilizing the existing structure.

08 14 37PM 10 Did I get that right, Chris?

11 MR. WALSH: Yes.

12 MR. MITCHELL: Thank you.

13 MR. KRILLENBERGER: I have no more
14 questions.

15 MR. MITCHELL: Thank you very much.

16 CHAIRMAN CASHMAN: Thanks, Jim.
17 Julie?

18 MS. CRNOVICH: I was at the first
19 neighbor meeting and thank you so much for
08 14 53PM 20 meeting with the neighbors so well in advance
21 and listening to their feedback and their
22 concerns.

1 I had a question about age-
2 restricted, which I believe you answered.
3 Could you talk a little bit about
4 Second Street, about how that's going to change?

5 MR. MITCHELL: Yes. I'd be happy to.
6 But are you talking about directionally?

7 MS. CRNOVICH: Yes.

8 MR. MITCHELL: Okay. Before I go to
9 that, there are nonconforming parking spaces on
08 15 27PM 10 the north side of Second Street in front of the
11 Zion school that was probably paved when Chris
12 was in diapers or somebody else. Those go away.
13 You now have right-of-way that's a manicured
14 landscape, tree planting. I'm towing around
15 Second Street because I was asked to not try to
16 -- to avoid making it an issue by the village
17 board.

18 But at the neighborhood meeting
19 there was contemplation converting Second Street
08 16 05PM 20 from a one way to a two way street. The concern
21 is attaching that adjustment to this project is
22 that that could be controversial on its own.

1 And so the perceived potential controversial
2 nature of this project to begin with we were
3 encouraged to not couple this project with any
4 adjustment to traffic.

5 What I will share, and I have to
6 because you asked about it and you were there,
7 it does appear that the neighbors almost
8 unanimously would like to see a return of Second
9 Street from one way to two way and there's a

08 16 36PM 10 variety of reasons why and it dealt with safety,
11 it dealt with convenience and it also dealt with
12 obsolescence with the need for that one way.
13 That was originally for drop-offs when you had
14 200 kids and now you don't. So that's it.

15 MS. CRNOVICH: I know sometimes the
16 streets along there, like when Saint Isaac get's
17 out traffic there has been really heavy. Has
18 there been any talks about putting like a stop
19 sign out on Grant Street and Second?

08 17 07PM 20 MR. MITCHELL: Grant and Second would
21 be the intersection on the east of this site
22 plan. I haven't heard anything about that. We

1 are totally all ears on ways to improve safety.

2 MS. CRNOVICH: Sometimes, like, when
3 there's a lot of snow it's hard to see to get
4 across there, especially during rush-hour
5 traffic.

6 MR. MITCHELL: I guess I would defer to
7 public works and we can probably easily look and
8 see if we've had complaints or there's a sense
9 that we need a four-way stop here. You are not
08 17 45PM 10 going to find us resisting that or not
11 necessarily supporting that because I don't know
12 that we have the experience.

13 MR. O'CONNOR: We did have a
14 preliminary review by a traffic consultant and
15 there is a traffic memo in the document.

16 CHAIRMAN CASHMAN: Yes, they
17 recommended converting it to two way.

18 MR. MITCHELL: And that's our engineer,
19 KLOA?

08 18 03PM 20 CHAIRMAN CASHMAN: I feel like I was on
21 this commission when it was converted to one way
22 but for school, it's much more common around

1 schools because it's huge drop-off and pick-up
2 traffic and crossing guards and it's a whole
3 different scenario.

4 MS. CRNOVICH: Yes, there's a lot going
5 on. Thank you for answering that question.

6 Now there's going to be screens on
7 top of the building to hide any mechanicals?

8 MR. WALSH: Yes. We would comply with
9 the screening requirements for all the

08 18 38PM 10 mechanicals on the top of the building. So the
11 bottom from the rear is really where you would
12 see them more. The parapet wall goes around the
13 three sides so the back is really where you
14 would see them and they are going to be pretty
15 high up.

16 MR. MITCHELL: The back meaning from
17 north looking south?

18 MR. WALSH: Yes.

08 19 02PM 19 MR. MITCHELL: That's kind of a
20 whatever angle to me and I don't mean to
21 diminish the neighbor in any way but it's part
22 -- it's a parking lot. These are office

1 buildings, former residences converted to office
2 and there's not much to be desired back there at
3 this point.

4 I think the right answer is yes, we
5 screen. We don't want you to see the mechanical
6 units and I don't think you'd let us.

7 MR. WALSH: Yes, they are pretty high
8 parapet walls currently will serve to screen
9 what's there.

08 19 31PM 10 MS. CRNOVICH: Great.

11 One more question. So do you think
12 the dog run will be out?

13 MR. MITCHELL: No, I don't, actually.
14 I mean, we had somebody after the village board
15 presentation say, people aren't going to use it
16 because everybody walks their dogs on the
17 sidewalks here and actually, I tend to agree.

08 19 51PM 18 On our TOD projects we devote a lot
19 of space to pet spas and we have dog runs with
20 permeable turf that are irrigated and that all
21 the business runs away. So it's this embrace of
22 love for animals that has sort of made its way

1 into our projects that allowed it to become sort
2 of a cornerstone of our program.

3 It's not going away unless we come
4 up with a better vision for the eastern portion
5 of the site. I actually really do like what we
6 are planning there. I think it will work well.
7 So no, not going away at this time.

8 MS. CRNOVICH: I guess my concern would
9 just be a lot of barking.

08 20 36PM 10 CHAIRMAN CASHMAN: Well, you are in a
11 much more of a residential setting than some of
12 your other TOD projects, people walk their dogs
13 around the neighborhood or go to Katherine Legge
14 or whatever.

15 MR. MITCHELL: Yes. Thank you.

16 CHAIRMAN CASHMAN: Mark?

17 MR. WILLOBEE: Following up on the
18 two-way street. If you are trying to de-couple
19 from talking about that, one of your renderings
08 20 58PM 20 does show two-way.

21 MR. MITCHELL: Fair comment.

22 MR. WILLOBEE: So guest parking, I did

1 have a question about that. I was recently at
2 one of the businesses on Grant and they
3 complained about people having guests taking
4 their spots for business along the street and
5 things like that. So I know you said you have
6 -- is it just those three outdoor spots for
7 guest parking?

8 MR. MITCHELL: Yes. So currently, it's
9 three. There's homes in Hinsdale where there's
08 21 30PM 10 none right now and in my house included, so I
11 have to call up and I get a temporary pass
12 overnight. I'm thrilled that we have three.

13 There are ways that we could look
14 at having additional parking on Second Street
15 though we don't need it. I actually think it's
16 the right number. I think we are going to be
17 comfortable and where it's going to probably
18 have a problem would be Christmas when
19 everybody's gone but these folks maybe perhaps
08 22 02PM 20 not as mobile and they are going to know their
21 neighbor, and so could we park in your spot over
22 the weekend. That really does happen. So I'm

1 not really worried about it but I appreciate why
2 you are bringing it up.

3 MR. WILLOBEE: Yes. No. And again, it
4 was just happenstance that somebody mentioned
5 that to me two weeks ago.

6 Then as far as the park, so the
7 public park on the west side, is that going to
8 be HOA responsibility to maintain?

9 MR. MITCHELL: Yes. So it would be the
10 HOA responsibility to maintain. It would have
11 sort of two paths. So you have a path off of
12 Vine running due east, you have a path off of
13 Second at the southwest corner of the building
14 running north with an artistic element in the
15 middle and yes, it would be maintained and
16 clearly be a place anybody can go and sit down
17 and enjoy themselves and we'd probably put poop
18 bags out there, you know, just out of
19 convenience and maybe a little trash, but yes,
20 we would maintain it in perpetuity.

21 MR. WILLOBEE: The other thing, what I
22 think about is the ability of people to

1 understand that's there for them to enjoy as
2 the public. I mean, I don't know if I'd go if
3 there's an apartment or a condo building, I
4 don't know if I'd just go and sit and hang out
5 in a place if I thought it was associated with
6 the building itself.

7 MR. MITCHELL: There's really easy ways
8 to do that. One idea you just gave me, and
9 Pastor is here, maybe this could be a gift from
10 Zion church, via the HOA to the community and it
11 says, Gifted by Zion to the community of
12 Hinsdale, and it wraps whatever elements we put
13 in the center of it. I think there's ways that
14 we could sort of cleverly allow people to
15 understand that this really is for your
16 consumption and benefit.

17 MR. WILLOBEE: I would like something
18 like that to let people know.

19 MR. MITCHELL: And we could pay homage
20 to the church and this great building that has
21 adorned this corner for so many years, over 90
22 years.

1 MR. WILLOBEE: Okay.

2 MR. KRILLENBERGER: Mark, before you
3 go.

4 Is drainage at issue in this
5 discussion?

6 MR. WILLOBEE: That was my next
7 question. You mentioned a couple of times it's
8 in a floodplain. I didn't get a chance to look
9 at the insurance study.

10 Is it in the 100 year floodplain or
11 are we just using a figure of speech?

12 MR. O'CONNOR: It is in the floodplain.
13 The issue with it is that there's -- there are
14 openings that are slightly below base flood
15 elevation but they are easily adjusted. And
16 part of the project will be to do that. So it's
17 really just raising a step, adding a step as you
18 are coming into the building, and then the
19 opening that we are going -- well, first of all,
20 all the openings that are at the lower level of
21 the building are going to be now the garage.
22 All of those will be sealed and covered with

1 masonry enclosed.

2 And then the ramp that goes down to
3 create the entrance for the cars to pull into
4 that level, the ramp will have -- I'll use the
5 word berm but it's not going to look like a
6 berm. It's just going to have a little
7 (indicating) at the edge of the property that
8 will tie into the grading of the property to tie
9 into the grade at the step to get into the
10 entrance, it will all be above the base flood
11 elevation. So that's how it will be engineered.

12 And we went to DuPage county, got
13 permission from them, or direction from them, as
14 to how we could use the lower level. We
15 couldn't use the lower level for dwelling. It
16 was used for classroom space but the current
17 code you wouldn't be able to do that, but we can
18 park cars there but we can't have any other uses
19 down there per se, you know, any kind of
20 function of the building can't be down there.

21 MR. WILLOBEE: So will you be able to
22 do like a little map amendment so these people

1 don't have to pay flood insurance or are they
2 going to be required to pay flood insurance?

3 MR. O'CONNOR: I suppose that we would,
4 as it relates to the grading that I just
5 described, we would but their units are well
6 above.

7 MR. WILLOBEE: Right. I'm just saying
8 from an HOA perspective of having to pay.

9 MR. O'CONNOR: I'd have to research
10 that question, ask our engineer about the answer
11 to that question and get back to you. But I
12 think there would be a minor modification to
13 that by our grading plan that I described.

14 MR. MITCHELL: I'm just going to add to
15 that. When we first started exploring this
16 project, we were like, there's something that's
17 going to blow up on us and we initially thought
18 it would be being in the floodplain and that is
19 why our first stop was the DuPage county
20 stormwater. We got all those folks in a room
21 and the objective is presented by the DuPage
22 county board member helped us set up the meeting

1 and how do we save this building. And it's
2 actually like two inches of ramping gets us
3 before the BFE. Where we are filling it in, it
4 will be brick to match the existing structure so
5 we are trying to not draw attention to it.

6 We have an elevator going down
7 there, Mark, it's not that -- my understanding
8 was the mechanicals, like we could have electric
9 vehicle charging stations but they have to be
10 above a certain height so they might feel a
11 little weird, right, they are up here, we are
12 trying to adhere to that base flood elevation
13 not having mechanicals put in below that.

14 MR. WILLOBEE: Okay. I was thinking
15 about it when I kept hearing floodplain,
16 floodplain and then subgrade, electric car
17 storage.

18 MR. MITCHELL: My understanding is this
19 is going to be something that comes up if
20 somebody is trying to get a mortgage and how it
21 affects their homeowner's insurance so there are
22 things for sure that we don't know right now and

1 we are going to have to get better educated on.

2 MR. WILLOBEE: Okay. That's helpful.

3 Then my last question.

4 So I know there's mention are the
5 dumpsters also going in that basement are or
6 garage?

7 MR. WALSH: Yes. We would have a trash
8 room down in the basement, kind of hard to see,
9 but it's to the left as you turn in that garage
10 door right here. (Indicating.)

11 MR. WILLOBEE: So then they roll them
12 out to the --

13 MR. WALSH: Yes, the plan would be the
14 garbage truck off the street back down the ramp
15 they could roll out the dumpsters, throw them
16 out and the garbage truck would pull away.

17 MR. WILLOBEE: Okay. All right.
18 That's all I have, Steve.

19 CHAIRMAN CASHMAN: Okay.
20 Anna?

21 MS. FIASCONE: It's a beautiful
22 building, looks great and I know so many people

1 are going to be so excited that you're
2 preserving the facade, it's going to be great.

3 The village board asked us to look
4 at three things presumably. One specifically is
5 that they be age restriction and I know it seems
6 like that's kind of agreed upon but I just
7 wanted to go on the record stating that I think
8 that's putting undo pressure on the development
9 making it 55-plus restricted.

10 Right now the market, yes, they
11 will sell immediately, it will be gone in a
12 second, but we've been around long enough where
13 that's not always the case and I think having
14 it -- it's 12 units.

15 I do not think that's going to put
16 any pressure on our schools whatsoever and if
17 the HOA puts rules into the bylaws or whatnot,
18 like we did at Hinsdale Meadows, I just don't
19 see it being an issue.

20 I don't think it's going to be your
21 issue, I think it's going to be my issue as a
22 realtor having to resell these one day and

1 making it 55-plus. So it's a little on the
2 selfish side, I guess, but I think for the
3 village as a whole we shouldn't do that.

4 I think the Clay town homes over by
5 Kramers and Hinsdale Meadows those aren't
6 restricted and that's never really been a huge
7 issue since I've lived here at least. So I know
8 that the village has a strong opinion on that,
9 the board, but I just wanted to put my two cents
10 on that one. So I don't know if you have a
11 strong preference on that.

12 MR. MITCHELL: So I'm pleased, really,
13 thank you for bringing that up.

14 This kind of falls in the
15 unnecessary handcuffs category and I think it's
16 really probably trying to get in front of the
17 potential of children living in this building,
18 which would almost certainly never happen.

19 Even at this price point, my sense
20 is that there are single-family homes that are
21 sub 700,000. I moved into one in a starter home
22 that was 30 percent less than that when I first

08 30 24PM

08 30 47PM

1 because I totally agree with you. I don't think
2 you are going to have an issue with under 55
3 wanting to live here and then it creates some
4 weird concerns like, for example, if mom is
5 getting older and son wants -- and he's 48 and
6 wants to live here and now you have a neighbor
7 calling on the neighbor or mom passes away and
8 son is still there. You know it does to me
9 actually create more potential down the road for
10 issues but I'm not -- I don't want to stick my
11 neck out on it and so I don't know how to
12 navigate that other than being able to reference
13 that one of our plan commissioners brought this
14 up and questioned sort of the underlying thought
15 and I genuinely appreciate you bringing that up.

16 CHAIRMAN CASHMAN: Scott?

17 MR. MOORE: I like going last and being
18 new. I just have a couple of questions.

19 And first of all, I do like it. We
20 have talked about all three sides outside. What
21 about the north side that's going to run along
22 the fence, what are your plans on that and

08 32 22PM

08 32 53PM

1 moved to Hinsdale and so this just wouldn't be
2 your first stopping point. It just doesn't make
3 sense, it's not how families live.

4 In our other TOD projects, you
5 know, it's really two demographics, it's your
6 millenials or your pre-household formation, so
7 they are singles, professionals, maybe they are
8 engaged. The minute they have a baby, they are
9 out. They just don't want to live there. So I
10 just can't imagine.

11 Now, I do think you are limiting
12 unfortunately divorcee population where there's
13 family disruption, this might be a logical place
14 for dad to move. I also think it could create
15 some consternation on the part of the buyer
16 knowing that their buyer pool is eventually
17 limited but we are trying to be agreeable
18 because our eye is on the prize of identifying I
19 the path of salvaging the Zion school.

20 So if that's going to be the major
21 issue, I would roll over on it, but I'm pleased
22 that professionally you offered that opinion

08 31 21PM

08 31 50PM

1 fencing that area in and what's that going to
2 look like for the neighbors?
3 MR. WALSH: So we do have -- that
4 probably gets the most windows added to it to be
5 honest with you. It's in the bottom elevation,
6 you see there, and you saw before what that
7 looked like but it's pretty bad true.

8 MR. MITCHELL: Would you go to that,
9 the one that shows it?

10 MR. WALSH: So that bottom right.

11 MR. MITCHELL: Bottom left to me is
12 perhaps the most informing. I mean, it's a lot
13 of gutters right now, no penetrations, it's a
14 little dialed down brick, you're not getting
15 that red brick, which still it's a nice brick
16 but I think this does need some thought.

17 For us, we kind of want the
18 building to sort of stop here and maybe this
19 gets grass and sort of becomes, you know, maybe
20 there's an agreement with the neighbor we are
21 mowing that strip. I don't think you need the
22 sidewalk there anymore.

08 33 32PM

08 34 01PM

<p style="text-align: center;">62</p> <p>1 MR. WALSH: So currently we have a 2 fence, you know, like a wood fence that will go 3 from that corner Drew just pointed to to the lot 4 line and then all the way down the lot line to 5 kind of break that neighbors' view of that whole 6 side there. And then, like I said, we would be 7 opening up a lot more openings of glass and then 8 there are a couple of balconies that will stick 9 out that way.</p> <p>08 34 34PM 10 The plan is to put trees, shrubs, 11 you know, along the fence line to add additional 12 screening. I believe there's something in the 13 code about you have to have stone or something 14 there, am I right, in that side yard?</p> <p>15 MS. SALMON: I believe you need some 16 sort of landscaping.</p> <p>17 MR. WALSH: It is dictated in your code 18 that that has to be landscaped and in our 19 landscape plan there is, you know, the 08 34 56PM 20 beginnings or our thoughts on how that could be 21 addressed. So that is the plan is really to 22 have a wood fence that would block the view</p>	<p style="text-align: center;">64</p> <p>1 where I know you are not looking at the stained 2 glass, the stained glass is on the left-hand 3 side of that element.</p> <p>4 Can windows be put in there, into 5 that stairwell area to try and --</p> <p>6 MR. WALSH: We did -- we got this 7 feedback late but there is an opportunity. So 8 the first portion of that is the stairwell and 9 we already have the stained glass on the one 08 35 32PM 10 side but we do have the end of that hallway, so 11 we are talking about we could probably add 12 windows into that hallway.</p> <p>13 MR. MOORE: Just to kind of make it not 14 quite as flat and liven it up a little bit.</p> <p>15 MR. MITCHELL: Perhaps at the end of 16 this hallway and then you would have light 17 coming in.</p> <p>18 MR. WALSH: So right here I think there 19 is an opportunity to add some more windows.</p> <p>08 35 56PM 20 MR. MITCHELL: That's a good 21 suggestion.</p> <p>22 MR. WALSH: So possibly. It's harder</p>
<p style="text-align: center;">63</p> <p>1 along with shrubs and then a revamped 2 presentation.</p> <p>3 MR. MITCHELL: There is a double -- 4 there is a stairwell, as Chris pointed out, on 5 the north side that we will be removing and 6 filling in with brick. So right now there's 7 actually ingress/egress out on that part of the 8 site.</p> <p>9 MR. WALSH: Now the brick on that side 08 35 33PM 10 is the common brick so it is a different color. 11 Right now there is no plan to swap out all the 12 brick and match the entire elevation but we 13 wouldn't match the existing brick that way but 14 this is just how they built buildings. The 15 backside is always --</p> <p>16 MR. MITCHELL: I think it will look 17 great with a bath. It needs a bath.</p> <p>18 MR. MOORE: So cleaning and 19 tuckpointing all that.</p> <p>08 35 59PM 20 MR. MITCHELL: Yes. That's right.</p> <p>21 MR. MOORE: The second thing that I 22 think I'm looking at is on the east elevation</p>	<p style="text-align: center;">65</p> <p>1 in the stairwell with just fire codes and things 2 like that, we would rather stay away from that.</p> <p>3 The other thing we can look at is 4 maybe is there metal work or something that we 5 can add to the building, maybe vines or some 6 sort of landscaping or something like that.</p> <p>7 MR. MOORE: Will there be a sprinkler 8 system for all the outside landscaping and all 9 of that?</p> <p>08 37 26PM 10 MR. MITCHELL: Yes, we would have an 11 irrigation system.</p> <p>12 MR. MOORE: Thank you. All right. I 13 don't have anything further.</p> <p>14 CHAIRMAN CASHMAN: Thanks, Scott.</p> <p>15 MS. CURRY: Could I just ask a quick 16 question?</p> <p>17 CHAIRMAN CASHMAN: Yes.</p> <p>18 MS. CURRY: Have you looked at staining 19 the brick?</p> <p>08 37 41PM 20 MR. WALSH: That is a possibility. I 21 mean, there are some great companies that do 22 that, you know, it's something we can definitely</p>

<p style="text-align: center;">66</p> <p>1 look at. But like I said, currently that's --</p> <p>2 that's down the road.</p> <p>3 CHAIRMAN CASHMAN: It's not very</p> <p>4 visible. It almost looks like a plan for a</p> <p>5 future expansion or something with the common</p> <p>6 brick on that side because the building north of</p> <p>7 there is so close, it's not noticeable.</p> <p>8 MR. MITCHELL: You are right. Why</p> <p>9 don't you give us a chance to think about this</p> <p>08 36 10PM 10 and talk to some masonry experts and we may come</p> <p>11 back and say we really think that brick should</p> <p>12 stay and perhaps there's a staining approach,</p> <p>13 perhaps we put a new skin on it but we will look</p> <p>14 at that.</p> <p>15 CHAIRMAN CASHMAN: I really like the</p> <p>16 concept. I think it's fantastic to take this</p> <p>17 historic building and to repurpose it. It's</p> <p>18 great for the environment. I do think it's</p> <p>19 unique for this type of housing in Hinsdale, you</p> <p>08 38 45PM 20 know, it's not right in the downtown, it's very</p> <p>21 close, it's close to Grant Square. I could</p> <p>22 really see the attractiveness of that.</p>	<p style="text-align: center;">68</p> <p>1 there. I don't really have a problem with that.</p> <p>2 I think if you end up somewhere between 8 and 9,</p> <p>3 it's fine.</p> <p>4 I'm pretty sure when we had the</p> <p>5 District 86 and the high school we reduced the</p> <p>6 widths of the parking spaces there because</p> <p>7 schools typically since you are coming in one</p> <p>8 time, leaving at the day, you can also go with</p> <p>9 smaller parking spaces so I'm not concerned on</p> <p>08 40 14PM 10 that item.</p> <p>11 The comment -- there's a thing in</p> <p>12 here about the pocket park and it's like you're</p> <p>13 really close, maybe 300 feet, but I think it's</p> <p>14 close enough and I do like -- I mean, we have</p> <p>15 pocket parks around town. Hinsdale Meadows put</p> <p>16 in two of at least. Yes, I think there's two</p> <p>17 there. And I do think it would be a nice</p> <p>18 amenity for that neighborhood. I'm not sure,</p> <p>19 you know, envisioning myself living there I</p> <p>08 40 43PM 20 don't know what that east parcel needs to be, I</p> <p>21 like the visuals and the idea of having space</p> <p>22 for these people. I don't know that we need</p>
<p style="text-align: center;">67</p> <p>1 It was interesting Anna's comment</p> <p>2 about the age-targeted versus age-restricted.</p> <p>3 I'm pretty sure the initial package we saw it</p> <p>4 was described as age-targeted and that was</p> <p>5 before you met with the board and then you went</p> <p>6 to age-restricted. I think maybe as a</p> <p>7 commission we can talk about that separately.</p> <p>8 A couple of things. There was one</p> <p>9 little typo, I think I told I told you and it</p> <p>08 39 17PM 10 kind of threw me off because it said you needed</p> <p>11 28 parking spaces, it should have been 18 and</p> <p>12 you are providing 25 and you comply but it's</p> <p>13 just a typo.</p> <p>14 There was one comment about the</p> <p>15 width of the parking and I lived in a building</p> <p>16 like this where you do get to know your parking</p> <p>17 spaces, especially when you're paying for them,</p> <p>18 and a typical residential garage door for a</p> <p>19 2-car is 16-feet wide.</p> <p>08 39 46PM 20 I think if you can't make it work,</p> <p>21 I think you are going to be fine and it's just a</p> <p>22 matter of structure and what you can accomplish</p>	<p style="text-align: center;">69</p> <p>1 swing sets and things like that but I'm</p> <p>2 comfortable with the pocket park you show. If</p> <p>3 the neighbors really had an issue, were looking</p> <p>4 for more park space, that would be one thing but</p> <p>5 I defer to the neighbors.</p> <p>6 I think when we get to further down</p> <p>7 the road, illumination of the exterior would be</p> <p>8 kind of crucial. I like the aesthetic but I</p> <p>9 would really want to look at it from the</p> <p>08 41 15PM 10 neighbors' point of view because even though I</p> <p>11 think it's important to highlight some of those</p> <p>12 details, I also don't want it glowing for the</p> <p>13 neighbors because it's fairly dark and subdued</p> <p>14 in that neighborhood. It's a nice neighborhood.</p> <p>15 So parking space size. We talked</p> <p>16 about open space. The area that you have with</p> <p>17 the English garden wall, which I really like</p> <p>18 that concept, I do think even though it will</p> <p>19 require a variation to create that space, I</p> <p>08 41 46PM 20 think it's important because you need to have</p> <p>21 some space like that beyond a balcony and I</p> <p>22 think it's very tastefully done. I think it</p>

<p style="text-align: center;">70</p> <p>1 ties in really well with the architecture of the</p> <p>2 building and you're really not projecting any</p> <p>3 more to the south than the existing building</p> <p>4 currently is so I think even the way you are</p> <p>5 showing it, I really like the detail you are</p> <p>6 showing because it looks like it was always</p> <p>7 there and I do think they, the neighbors, should</p> <p>8 have a spot like that. You basically would be</p> <p>9 across the street from the backyard of that</p> <p>10 house that's being renovated. I could see them</p> <p>11 having their fire pit back there and putting in</p> <p>12 an outside TV so I think it fits in with the</p> <p>13 residential nature of the neighborhood. So I do</p> <p>14 think that pocket park is a nice public benefit.</p> <p>15 There was one question in here, I</p> <p>16 think it was from staff that was about the</p> <p>17 existing planned development and whether these</p> <p>18 modifications we are talking about related to</p> <p>19 that, whether that's considered substantial</p> <p>20 conformity like the change. I think this is</p> <p>21 kind of beyond that. Even though I know it's</p> <p>22 more paperwork and jumping through some hoops,</p>	<p style="text-align: center;">72</p> <p>1 there's anyone in the audience, any community</p> <p>2 members that would like to speak out on this</p> <p>3 matter.</p> <p>4 Yes sir. If you can come up here</p> <p>5 and just tell us your name and we'd love to hear</p> <p>6 what you have to say.</p> <p>7 MR. HEINZ: Thank you for the</p> <p>8 opportunity to speak. My name is Tom Heinz,</p> <p>9 H-e-i-n-z, and I live at 115 South Vine Street.</p> <p>10 So I'm across from the building, the home that</p> <p>11 has been converted into offices.</p> <p>12 I have lived there for 44 years now</p> <p>13 and we raised our children there and I remember</p> <p>14 when it was a school too, you know, the dropping</p> <p>15 off in the morning was something we hardly</p> <p>16 noticed at all. Of course we were getting our</p> <p>17 own kids to school and getting off to work but</p> <p>18 now I'm retired and I can sit around and look</p> <p>19 out my window and really check it out and see</p> <p>20 what's going on.</p> <p>21 First of all, Mr. Mitchell and</p> <p>22 Holladay Properties have come up with a</p>
<p style="text-align: center;">71</p> <p>1 it would be one thing if we were just making</p> <p>2 some slight modifications to the PUD, but we are</p> <p>3 changing FAR, everything to the good, but we are</p> <p>4 changing a bunch of things. So my intention</p> <p>5 would be to go with the staff's recommendation</p> <p>6 that that is a little bit beyond a minor</p> <p>7 modification.</p> <p>8 But it was interesting historically</p> <p>9 looking at all the things we did with the church</p> <p>10 was the same thing when we basically had to</p> <p>11 create all these variances because this is an</p> <p>12 existing historic building from the 1915s and</p> <p>13 there was no zoning code back then. It was</p> <p>14 like, try to keep it on your property, don't</p> <p>15 build in the street. So it all makes sense to</p> <p>16 me.</p> <p>17 With that, those are all the</p> <p>18 comments I have. I really think you did a great</p> <p>19 job on the packet, it was very informative, very</p> <p>20 well -- a lot of detail which we always</p> <p>21 appreciate as commissioners.</p> <p>22 With that I'd like to hear if</p>	<p style="text-align: center;">73</p> <p>1 beautiful building I think. I love it and I</p> <p>2 would happily look across the street at that</p> <p>3 rather than the school that's there now.</p> <p>4 I have two concerns and they both</p> <p>5 have been addressed to some extent. Parking.</p> <p>6 Not so much traffic but parking. And the</p> <p>7 floodplain.</p> <p>8 So with the parking, when we moved</p> <p>9 in it was called a buffer zone and those four</p> <p>10 homes converted with offices that had to be low</p> <p>11 traffic generating so they were a lawyer's</p> <p>12 office and architect, things you hardly noticed</p> <p>13 that they were having customers at all.</p> <p>14 As things changed and they were</p> <p>15 bought and turned into other businesses, at one</p> <p>16 point the village required them to pave there</p> <p>17 behind the building so that their customers</p> <p>18 could park there and not be on Vine Street. So</p> <p>19 they all have done that, however, in a couple of</p> <p>20 cases they turned into parking for the people</p> <p>21 who work there and the customers may or may not</p> <p>22 even know they are allowed to park back there</p>

1 but I don't know how you solve that.
 2 What happened though recently is
 3 the third building in has become a counseling
 4 center. There are, I believe, 24 counselors
 5 that work out of that office having hour
 6 appointments that go all day long and into the
 7 evening on a couple of days. So you have people
 8 coming and going every hour looking for parking.
 9 And there's almost always a full row of cars on
 10 that side of the street. There's a sign that
 11 says no parking here to corner that's no longer
 12 observed and two to three-hour parking, that's
 13 not bad because appointments are only an hour,
 14 but our side of the street is no parking and
 15 that's what I want to make sure does not change.
 16 I think Mr. Mitchell used the term
 17 urban heartbeat and that's the urban heartbeat I
 18 do not want. My daughter and her family live in
 19 river north and I know what it's like to just
 20 live with cars parked on both sides of your
 21 street and that's not why we moved to Hinsdale.
 22 So it was originally no parking on that side of

1 the street because of the school zone but even
 2 after the school closed, it's remained that way.
 3 However it used to say no parking this side of
 4 street. For some reason it changed to no
 5 parking and there's one no parking sign in our
 6 neighbors' on the left and two houses down on
 7 the right but my yard doesn't have one so
 8 there's people who come and park there because
 9 there's no room on the other side of the street.
 10 Well, since I'm retired and home all day long, I
 11 can go out there and say, um, excuse me, but
 12 there's no parking on this side of the street.
 13 And I always say, I wouldn't want you to get a
 14 ticket.
 15 So anyway, the point is it's just
 16 become very, very busy. So anything that this
 17 building generates in terms of visitor parking
 18 with people that live there -- for the people
 19 that live there -- no longer will they have to
 20 those diagonal spots that you are going to
 21 remove on Second Street, I just want to make
 22 sure that it doesn't become a place where

1 there's parking allowed on both sides of the
 2 street because now the lawn services are there
 3 and they will park there because there's nowhere
 4 on the other side of the street to park and it's
 5 very difficult to get through when there's cars.
 6 So I think I made that point.

7 CHAIRMAN CASHMAN: It's a narrow
 8 street.

9 MR. HEINZ: So the two parking places
 10 per unit that they're recommending here, I mean,
 11 I'm just hoping that that's like almost a
 12 requirement, you have to use those spots
 13 because, like, there's no overnight parking.

14 Is there overnight parking on any
 15 streets in Hinsdale?

16 CHAIRMAN CASHMAN: No, not without
 17 contacting the village hall.

18 MR. HEINZ: They can't have guests
 19 parking on the street. That's one concern.

20 The other concern is the flood zone
 21 and I am in it; we have our house paid off, so I
 22 can no longer pay the insurance anymore but when

1 it rains heavily, that intersection of Vine
 2 Street and Hinsdale Avenue water comes all the
 3 way up to my house, I'm the second house, not
 4 the corner house but I'm the second house in but
 5 it's come all the way up to my driveway. So
 6 anything -- and that has gotten worse over the
 7 years and I don't know why, what's been
 8 redirected there or not but it's gotten worse.

9 So, you know, I know you are going
 10 to deal with the drainage but I mean, it seems
 11 like people always want to get it done so that
 12 it doesn't have any negative effect on anybody
 13 but on the other hand, you never really know
 14 until it's done and then all of a sudden the
 15 retention pond the neighbor put in so their yard
 16 doesn't get wet anymore now your yard has a lake
 17 in it.

18 But any ways. So if there's
 19 anything that can be required of that to where
 20 no more water is directed onto Vine Street. I
 21 don't know where else it's going to go but we
 22 can't take any more water on that street. So

1 those are the two concerns I have.
 2 I do think it's a beautiful
 3 building and you are really doing a great job of
 4 restoring it. So I'm in favor of all that but
 5 those are my two concerns.

6 CHAIRMAN CASHMAN: Thank you, Tom.

7 Anyone else? Ann?

8 (No response.)

9 Just here to observe.

08 51 23PM 10 MS. SMITH: I have a question.

11 CHAIRMAN CASHMAN: Oh, sure. You can
 12 come up.

13 MS. SMITH: Ann Smith, and I live on
 14 Third Street, so I'm a block away. But same
 15 thing, I think most of the neighbors feel
 16 positively about the building being reused and
 17 re-loved.

18 Could you put parking on Second
 19 Street so your guests can park in front of your
 08 51 46PM 20 house? You know, you are taking the parallel
 21 spots but can't they just park on Second Street
 22 like they park on Third Street and Fourth

1 Street?

2 CHAIRMAN CASHMAN: I don't see why not.

3 MS. SMITH: Usually it's on one side
 4 because I have to agree with him, the traffic
 5 now down across from Tom is pretty bad.

6 CHAIRMAN CASHMAN: Is that the third
 7 building, the one closest to this building that
 8 has all the traffic? Is that the counseling
 9 building?

08 52 12PM 10 MR. HEINZ: Next to this building is
 11 the building that's just been restored, the
 12 yellow.

13 MS. SMITH: And they have a full
 14 parking lot in their back and I'm kind of
 15 interested why none of the parents, maybe it
 16 would be better for them to make their U-turn
 17 back there so people can park there. Again,
 18 maybe not enough space. Couldn't we put parking
 19 on Second?

08 52 37PM 20 MR. HEINZ: On my way to this meeting
 21 tonight I looked behind and there were seven
 22 cars parked back there.

1 MS. SMITH: I'm sure the therapists are
 2 parked there but it's bigger than it looks.

3 MR. MITCHELL: I think what Ann is
 4 talking about is couldn't we just have regular
 5 parallel parking. And I think the answer is
 6 absolutely we could.

7 CHAIRMAN CASHMAN: Right.

8 MS. SMITH: If you left it as a one-way
 9 street, of course you could put parallel parking
 08 53 04PM 10 on both sides but if you are going to make it
 11 two way, just one side.

12 CHAIRMAN CASHMAN: Being a neighbor,
 13 what are your thoughts about one-way versus
 14 two-way?

15 MS. SMITH: I don't live on Second
 16 Street.

17 CHAIRMAN CASHMAN: Tom would probably
 18 have a good opinion on that.

19 MR. HEINZ: I do have an opinion. I
 08 53 23PM 20 think actually it would be better as a two-way
 21 because if you think of all those people, the 24
 22 cars that are parked in the basement, if they

1 come out to leave and it's a one-way street,
 2 they have to turn right and come down my street
 3 or they can turn left and go down Grant Street.

4 CHAIRMAN CASHMAN: Okay.

5 MS. SMITH: My only thought is if there
 6 is a preschool at the church, I don't know,
 7 there's a pretty hefty line. They go through
 8 your parking lot and stay off the street but I
 9 didn't know if that would affect the traffic.

08 53 55PM 10 CHAIRMAN CASHMAN: Thanks, Ann.

11 MR. KRILLENBERGER: Is there any
 12 thought about the church and the development
 13 making a parking arrangement. I don't know if
 14 Zion Lutheran has excess parking ever.

15 MR. MITCHELL: I promised Pastor if he
 16 came, we would avoid putting him on the spot.
 17 What I'd like to do what's been collaborative
 18 with other communities.

19 So our Burlington Station project
 08 54 20PM 20 in downtown Downers Grove is adjacent to a Metra
 21 lot and those parking spots are really important
 22 7 to really 11 a.m. and after that point they

1 are really generally pretty flexible.
 2 There could be a world where
 3 perhaps there's an annual donation to the church
 4 from the HOA and on an occasional basis there's
 5 an evening stay and it occurs in their lot, you
 6 know.

7 And, Pastor, perhaps you want to
 8 talk to Suzanne or somebody else. But I'd be
 9 reluctant to make you commit to anything today
 10 but our experience has been that you can be
 11 neighborly and there are ways to just have
 12 conversations and kind of limit. We will make
 13 the pie bigger would be a different way to say
 14 it and it works. So that's it.

15 MS. FIASCONE: So back to the flooding
 16 point.

17 Is there an extensive sump pump
 18 system down there right now? I mean, does that
 19 building flood a lot?

20 MR. MITCHELL: That building is bone
 21 dry. It really is. And I'm not -- I can't
 22 speak to the existing mechanical system. We

1 know we are -- I mean, we are going to have a
 2 ramp that even though it has a little berm in
 3 the front, it's going to need a trench drain
 4 because there's stuff that's going to melt and
 5 then we are going to need to move that out.

6 I do think that where I'm
 7 disappointed we said it's a 12 percent increase
 8 of permeable because it's really going from
 9 27 percent of site to 40, and it's almost a

10 50 percent increase. So I think the earth will
 11 accept more water here. I also think with this
 12 garden use that will be -- they will be thirsty
 13 plants that are in there as well versus what's
 14 really been mulch and a playground in asphalt.

15 MS. FIASCONE: I would just say when
 16 you start dealing with those -- where all that
 17 that water is going to drain, just make sure not
 18 to put it onto the street just because I've
 19 dealt with so many low areas in Hinsdale where
 20 it's just --

21 CHAIRMAN CASHMAN: Only residential
 22 properties get away with that.

1 MS. FIASCONE: It's the residential
 2 properties that put it to the street.

3 CHAIRMAN CASHMAN: I know.

4 MS. FIASCONE: So just a note.

5 MR. MITCHELL: This is actually my
 6 weakest part of my job is when I get into
 7 stormwater and civil engineering and Mike is an
 8 engineer, that's why he jumped up right away to
 9 help me on the BFE and raising that, so I don't
 10 know how to speak any further to that other than
 11 --

12 MR. O'CONNOR: I think we would share
 13 all these comments with our civil engineer who's
 14 going to design, create a hundred percent set of
 15 engineering drawings.

16 CHAIRMAN CASHMAN: The village will
 17 review it and also the county but stormwater is
 18 pretty much we leave as much up to the village
 19 and the county and DuPage is tough.

20 MR. O'CONNOR: It will get a lot more
 21 scrutiny, continued scrutiny.

22 MR. MOORE: And the permeable though is

1 pretty much the pocket park, that's the increase
 2 on the permeable, right?

3 MR. MITCHELL: It's actually largely
 4 coming from these angled parking spaces that are
 5 going away and that's a big part of it as well.

6 MR. O'CONNOR: And that parking lot.

7 MR. MITCHELL: Of course, the parking
 8 lot, but you are adding impermeable here at the
 9 bottom of your ramp, and then this is pretty
 10 much was and remains permeable although the
 11 grade will change and then we can use permeable
 12 pavers here, which I think this is currently
 13 factoring into our impermeable calculation, and
 14 we can use permeable materials there.

15 So we are hearing this and I think
 16 you can just have smart design and even talk to
 17 the arborist about what trees will suck up the
 18 most water because that can really help out a
 19 lot.

20 Mike's going to kill me but --
 21 well, Mike hates when I say that, too, but I
 22 feel like there's a way you can put a vault in,

1 and this is money, right, and now you are
2 telling me how to spend money, but maybe a vault
3 could go back here and it's a collaboration with
4 public works and it sits back here and we put
5 something over it and --

6 CHAIRMAN CASHMAN: Well, I was
7 wondering when you talk about raising the
8 entries and stuff, will you need compensatory
9 storage to offset that with the county?

08:58:45PM 10 MR. O'CONNOR: We are talking about --

11 CHAIRMAN CASHMAN: I know it's pretty
12 small and you might be under the threshold but
13 if you cross the threshold, then you have to add
14 something.

15 MR. KRILLENBERGER: And that
16 intersection, as Mr. Heinz mentioned, I have
17 seen cars actually flood out trying to drive
18 through so it's a major problem.

19 MR. WILLOBEE: I was just going to
20 mention I mean, obviously turning it permeable
21 is great but, like, it sounds like a regional
22 issue that we are dealing with here, so the more

1 you can make that functional storage, you know,
2 could you make the parkway, you know, some type
3 of water retention system or something like
4 that, that's still not going to help it sounds
5 like with the events we are dealing with. I'd
6 explore vaults too, but I'm not trying to spend
7 your money but anything that you can help.

8 MR. O'CONNOR: It comes with the --

9 MR. WILLOBEE: Is this combined sewer
10 in the area?

11 MR. O'CONNOR: Chris points out the
12 entire site isn't a floodplain just the corner.

13 CHAIRMAN CASHMAN: Just the lower
14 corner, okay.

15 MR. MITCHELL: I also just wonder
16 aloud, you know, Mr. Heinz's comment where are
17 these businesses parking and then all of a
18 sudden we have gravel lots that are getting
19 paved that are further aggravating the problem
20 and so you know, we have to be careful about
21 making this building solve all of the
22 neighborhood issues but we are willing to figure

1 out, try to identify ways that we can help and
2 certainly what I'm pleased about is one we are
3 saving this structure.

4 I want to react quickly to the
5 comment your appreciation of this residential
6 amenity in front of our building. It's really
7 important, we think, to our residents to have
8 that space and we were concerned that somehow
9 that may die on the vine and actually affect the
10 utility and function of these units so I

09:00:35PM

11 appreciate you mentioning that. So it's saving
12 the building, not adding the storm problem so
13 I'm very pleased we have identified a way to
14 increase the amount of permeable surface by
15 40 percent, we are willing to continue to look
16 at ways to further improve this localized
17 situation here as it relates to stormwater.

09:01:05PM

18 MR. WILLOBEE: On that note, I think
19 the comment was made this is the lowest part of
20 Hinsdale and part of what comes with the
21 territory. Well we have to take these
22 opportunities, like yourself, coming in, great

1 opportunity to try to do some retrofits to solve
2 the problem and that's how you chip away at it
3 in time and I know we don't incentivize that
4 through ordinances and things like that just my
5 opinion to look for those opportunities to start
6 dealing with some of these flood problems.

7 MR. MITCHELL: That's good planning and
8 we understand it and appreciate it.

09:01:37PM

9 CHAIRMAN CASHMAN: Commissioners, just
10 one thing I did want to hear you chime in on is
11 this age-targeted versus age-restricted.

12 Anna brought that point up, I'd be
13 curious what's your thoughts are. Maybe, Scott,
14 you want to start with that?

15 It's an interesting point, you
16 know, not only now but for future resale.
17 Hinsdale Meadows that was age-targeted and I
18 know people have moved in there and they are not
19 moving in there with families.

09:02:09PM

20 I would think the same thing I have
21 a friend who lives in downtown Downers, trying
22 to remember what her's is called but you

1 described it perfectly, it's either really young
2 people with no kids or it's divorcees or
3 whatever, people that retire and you don't see
4 kids; there's not strollers bouncing around the
5 building, it's a different mindset, it's a
6 different target audience.

7 MR. KRILLENBERGER: Would this be the
8 only age-restricted set of units in Hinsdale?
9 Because as you mentioned, Hinsdale Meadows, we
10 went down this road and through their HOA and
11 their bylaws, made prohibitions no swingsets, no
12 basketball courts.

13 CHAIRMAN CASHMAN: The one on Lincoln.
14 I don't remember what that was but that's not
15 restricted.

16 MS. SALMON: No.

17 CHAIRMAN CASHMAN: That's not
18 restricted either.

19 So what are your thoughts, Scott?

20 MR. MOORE: I could see both sides. I
21 mean, I could see why it's property rights and
22 you are owning it, it's a condo, it's not a

1 rental place so targeting that does affect
2 resale. So I think it goes to your point a
3 little bit further though I understand what the
4 objective of the project is and I understand
5 where you guys are trying to go. The question
6 is do we want to codify and, again, the handcuff
7 situation goes on.

8 I think I'd probably lean away from
9 restricting it and probably target it and I
10 think the way you finish the units, the way you
11 put this together will also be a guidance as far
12 as that is concerned as well. So I'm sure you
13 are thinking of that you would probably put into
14 it that would also have a draw to it to
15 particular age groups.

16 CHAIRMAN CASHMAN: That's a good point.
17 And like when we did Hinsdale Meadows when we
18 got to the detail approval we were into the
19 language of the HOA and everything to try to
20 make sure that it delivered what we wanted.

21 Mark?

22 MR. WILLOBEE: Yes, I'm of the same

1 opinion. I like targeted, I don't like the
2 restricted. I don't like dictating the market
3 value of these units through what we are doing.
4 I think what we did on Hinsdale Meadows through
5 looking at the covenants, through the HOA
6 agreement, I think that's the way you limit what
7 don't want, so that's my opinion.

8 CHAIRMAN CASHMAN: Julie?

9 MS. CRNOVICH: I would like to see some
10 data on that. I would like to see how many
11 children are living in Hinsdale Meadows and I'd
12 also like a comparison maybe some of the new
13 condo developments in downtown Clarendon Hills.
14 I can see it both ways but we do have to think
15 of our schools too.

16 CHAIRMAN CASHMAN: I thought when we
17 asked the schools in the past they were pretty
18 noncommittal. I don't think they wanted to get
19 a horse in the race.

20 MS. CRNOVICH: I don't know. Is it
21 possible to get that information somehow,
22 Bethany?

1 MS. SALMON: We did about a year ago
2 when we started talking with Holladay Properties
3 contacted Hinsdale Meadows and they were still
4 not fully built out, but I do remember them
5 saying there were very few children in there.
6 We can once again ask them, I don't know if they
7 are keeping that information now that the
8 properties have sold but we can see if they do
9 have that.

10 MS. FIASCONE: I just think like, for
11 example, Briarwood Lakes where there's hundreds
12 of units, right, that makes total sense to be 55
13 and older because that would (inaudible), they
14 would have to build a new school, but this is
15 12 units.

16 MS. CRNOVICH: That's true.

17 CHAIRMAN CASHMAN: I mean, you could
18 have two houses here with a bunch of kids.
19 Jim?

20 MR. KRILLENBERGER: I don't like age-
21 restrictions either. I think we did a very nice
22 job with Hinsdale Meadows.

<p style="text-align: center;">94</p> <p>1 What's been your experience at</p> <p>2 Burlington Station? I know it's not exactly the</p> <p>3 same, but --</p> <p>4 MR. MITCHELL: So it's a 94-unit</p> <p>5 building, so it's roughly 8 times larger. We,</p> <p>6 to my knowledge, have had no net new children to</p> <p>7 the school district which is important because</p> <p>8 there's a tip in the calculations that go into</p> <p>9 that. I do know that we have a divorced dad who</p> <p>10 has two children who visit.</p> <p>11 So our experience has been there</p> <p>12 are virtually none. And I think the reason why</p> <p>13 is that these products actually kind of to some</p> <p>14 of the points that were made are not really</p> <p>15 designed for that lifestyle and if you are</p> <p>16 pursuing that life, there's a better value out</p> <p>17 there than this particular product.</p> <p>18 You know, it's not just a condo,</p> <p>19 there's HOA fees that are also going towards the</p> <p>20 upkeep so the perception is that this isn't a</p> <p>21 value relative to what else is out there.</p> <p>22 We have a really cool project on a</p>	<p style="text-align: center;">96</p> <p>1 have unintended consequences.</p> <p>2 MR. KRILLENBERGER: Julie, you are the</p> <p>3 closest person to taking the other side of this,</p> <p>4 I think. What is the other side? You mentioned</p> <p>5 a study or information or experience about the</p> <p>6 schools, is there anything else about the</p> <p>7 neighborhood or anything that we don't want</p> <p>8 children around?</p> <p>9 CHAIRMAN CASHMAN: Most of the big</p> <p>10 concerns is about Central because Central has</p> <p>11 2,800 students, South has 1,400 and I think it's</p> <p>12 really on the high school level that's the</p> <p>13 biggest issue.</p> <p>14 MR. KRILLENBERGER: So your question is</p> <p>15 right on the point. When Hinsdale Meadows came</p> <p>16 around, there was statistics, there was</p> <p>17 information, but is the school showing up? This</p> <p>18 is only a 12-unit development, I don't want to</p> <p>19 make a precedent so somebody comes in with a</p> <p>20 300-unit place; I'm sure they would get a</p> <p>21 different reception, but I guess I don't see the</p> <p>22 other side of it if this type of place is not</p>
<p style="text-align: center;">95</p> <p>1 tricky to develop site that's starting in August</p> <p>2 of this year in downtown Glen Ellyn and a very</p> <p>3 challenging community and entitlement agreement</p> <p>4 that we would pay the school district \$16,000</p> <p>5 per student for any student that moves into our</p> <p>6 building which if you are getting \$2,000 a unit</p> <p>7 it's \$24,000 a year it would take all the fun</p> <p>8 out. So we are putting our money where our</p> <p>9 mouth is, so to speak, by making that</p> <p>10 commitment.</p> <p>11 The last thing came out of our</p> <p>12 second neighborhood meeting, which was a comment</p> <p>13 that if a grandparent lives here and their</p> <p>14 grandson or daughter were to visit for the</p> <p>15 summer, would the neighbors start calling and I</p> <p>16 was flat-footed on that and so I just wonder if</p> <p>17 the intent is sort of misinformed, which is that</p> <p>18 we don't want young families here, or we are</p> <p>19 trying to prevent difficult dialogue perhaps</p> <p>20 with the school district, and to me it's just --</p> <p>21 it's probably over-engineering a response to</p> <p>22 something that really is a nonissue and could</p>	<p style="text-align: center;">97</p> <p>1 encouraging to young families. The</p> <p>2 affordability because that's a pretty affordable</p> <p>3 joint might attract somebody who wants to just</p> <p>4 put their kid in the school.</p> <p>5 CHAIRMAN CASHMAN: Could be just a</p> <p>6 onesie/twosie thing. Who knows.</p> <p>7 MR. KRILLENBERGER: Welcome to</p> <p>8 Hinsdale, I guess.</p> <p>9 MS. CRNOVICH: That's why I'd like to</p> <p>10 see some data. Years ago I believe Hinsdale</p> <p>11 Central had to start doing like when you</p> <p>12 registered you had to show proof because so many</p> <p>13 were sneaking in or they move here just for the</p> <p>14 high school, which is fine. You might be</p> <p>15 surprised. I would just like to see some data</p> <p>16 maybe from Hinsdale Meadows.</p> <p>17 CHAIRMAN CASHMAN: Look back to the</p> <p>18 Hinsdale Meadows package, there's some -- it was</p> <p>19 a discussion. I mean that took a year and a</p> <p>20 half, I think so there's plenty of discussion</p> <p>21 but you can see you will probably find some</p> <p>22 information in there and it would just be</p>

<p style="text-align: right;">98</p> <p>1 helpful to have.</p> <p>2 MR. MITCHELL: I would like to offer</p> <p>3 something. So there's Foxford Station, which is</p> <p>4 a pretty tasteful development in downtown</p> <p>5 Western Springs. It would be considered a comp</p> <p>6 to this in some respect, it's walkable. Why</p> <p>7 don't you let us try to identify how many. We</p> <p>8 are in touch with the folks in Western Springs.</p> <p>9 So let us try to identify if there's any</p> <p>09 11 06PM 10 schoolchildren there.</p> <p>11 The second suggestion was the</p> <p>12 downtown Clarendon there's a 14-unit development</p> <p>13 at Prospect and Park and we know the developer,</p> <p>14 let us inquire about the number of</p> <p>15 schoolchildren.</p> <p>16 MS. CRNOVICH: That's District 86,</p> <p>17 that's what I'm looking for.</p> <p>18 MR. MITCHELL: I think that would</p> <p>19 inform the board perhaps even more than what</p> <p>09 11 24PM 20 occurred with Hinsdale Meadows.</p> <p>21 MS. CRNOVICH: Yes.</p> <p>22 CHAIRMAN CASHMAN: These questions</p>	<p style="text-align: right;">100</p> <p>1 town that are much more affordable that would be</p> <p>2 a more logical way to gain the system and</p> <p>3 there's home rentals that are available that</p> <p>4 would be a much more likely way to gain the</p> <p>5 system than actually buying a three quarter of a</p> <p>6 million dollar condominium building.</p> <p>7 CHAIRMAN CASHMAN: And I think those</p> <p>8 apartments across that are not in Hinsdale and</p> <p>9 DuPage county across, that's a smart place to</p> <p>09 12 08PM 10 move if you want to get your kids in District 86</p> <p>11 and we've all seen that.</p> <p>12 MR. MITCHELL: Your comment was be</p> <p>13 prepared to be able to address this and have the</p> <p>14 information and Julie's comment on the data and</p> <p>15 I think that we can do a better job of</p> <p>16 harvesting some of that and being able to speak</p> <p>17 to it.</p> <p>18 MS. CRNOVICH: Thank you.</p> <p>19 MR. MITCHELL: So thank you.</p> <p>09 13 15PM 20 CHAIRMAN CASHMAN: Cynthia?</p> <p>21 MS. CURRY: You have answered</p> <p>22 everything that was -- I agree with Julie, just</p>
<p style="text-align: right;">99</p> <p>1 might help you better with that group. They are</p> <p>2 the handcuff group.</p> <p>3 MR. MITCHELL: I'm actually so</p> <p>4 encouraged that this came and I don't mean to</p> <p>5 present ourselves as sheepish but we didn't want</p> <p>6 to fall on our sword on this topic and we</p> <p>7 vehemently disagreed with the underlying</p> <p>8 rationale.</p> <p>9 MR. O'CONNOR: We will still do the</p> <p>09 11 53PM 10 project with that restriction.</p> <p>11 MR. KRILLENBERGER: Well, this is a</p> <p>12 public meeting and representatives of District</p> <p>13 86 or 81 had the opportunity to show up and make</p> <p>14 comments. I think the Clarendon Hills</p> <p>15 development would be useful information</p> <p>16 anecdotally.</p> <p>17 MR. MITCHELL: We will track that down.</p> <p>18 The last thing is people want their</p> <p>19 children to go to Hinsdale schools and I would</p> <p>09 12 23PM 20 just say if there were gamesmanship around that</p> <p>21 I don't view this building as part of that. I</p> <p>22 think there are apartments that can be rented in</p>	<p style="text-align: right;">101</p> <p>1 a little bit more information, be ahead of the</p> <p>2 game. I'd hate to see a grandparent who's</p> <p>3 living there who wants to have their child come</p> <p>4 and spend a month in the summer be restricted</p> <p>5 from doing that, however you might not want to</p> <p>6 have someone with five kids living next door.</p> <p>7 So I think to take a look at that would be good.</p> <p>8 Thank you.</p> <p>9 CHAIRMAN CASHMAN: Thank you.</p> <p>09 13 39PM 10 Commissioners, other thoughts,</p> <p>11 comments?</p> <p>12 So we have basically text amendment,</p> <p>13 planned development concept plan, special use</p> <p>14 permit. So on all of these are these on a</p> <p>15 conceptual level or is it just the planned</p> <p>16 development that's a conceptual level?</p> <p>17 MS. SALMON: So it is just the planned</p> <p>18 development that's conceptual level but they</p> <p>19 will be grouped into an ordinance and they will</p> <p>09 14 08PM 20 be conditioned on future approvals.</p> <p>21 So those future approvals are the</p> <p>22 detail plan that will come back to everyone for</p>

1 future review. The final plan is administrative
2 after that. Also, there will be a plat of
3 subdivision to allow for that property line to
4 be moved over. And then as part of that, that
5 map amendment to rezone the property. And then
6 the final exterior appearance and site plan
7 review.

8 So those will be done later when it
9 comes back but this approval now would be null
10 and void without those in the future.

11 So one other approval for right now
12 though is that major adjustment to the existing
13 planned development.

14 CHAIRMAN CASHMAN: So the first one,
15 the text amendment, is basically adding text
16 amendment special use to the O-1.

17 MS. SALMON: Correct.

18 CHAIRMAN CASHMAN: Which when you look
19 at the zoning map and the idea this going from
20 institutional use to something else, I mean,
21 just seems to make a lot of sense to me. I
22 don't know if any commissioners have an issue

1 with that but that seems to make a lot of sense.

2 The planned development concept
3 plan, I think expressed I think everyone -- and
4 we'll ask for a motion on this, but I think
5 everyone likes the concept and I think we need
6 more details but so far it seems like the
7 details are things that hopefully can be worked
8 out.

9 The age-restricted, I mean, that's
10 ultimately going to come to the board, but we
11 can maybe add a comment or recommendations of
12 our thoughts on that and then the special use
13 permit is something we can talk about.

14 And then the final one I made a
15 comment earlier but -- not to make you jump
16 through more hoops, but I do think it's a pretty
17 -- this is on Page 8 of Bethany's memorandum,
18 and I do think it's a pretty -- these issues
19 come up administratively with some minor changes
20 to planned developments and I just think this is
21 significant enough that what the staff has
22 recommended I think we should follow. I just

1 think this could actually create issues in the
2 future to other planned development if we looked
3 at this as being minor. Because we are actually
4 changing the map, we are changing the use of the
5 property, we are changing FAR, which helps the
6 church out. I just think this is a bridge too
7 far so that would be my thought on that.

8 MS. CRNOVICH: So will this require a
9 map amendment, too, Steve?

10 MS. SALMON: A map amendment will
11 happen in the future. That's for future
12 consideration. And the reason we can't do that
13 map amendment right now to rezone the property
14 is because we technically do the subdivision
15 with the detail plan. Actually have to push the
16 entire rezoning back. We don't have the
17 property yet to actually rezone it.

18 MS. CRNOVICH: Okay.

19 CHAIRMAN CASHMAN: So I guess let's
20 start with do I have a motion to approve the
21 text amendment as submitted to add this
22 lifestyle housing as a special use to the O-1

1 district?

2 MR. WILLOBEE: So moved.

3 MS. CRNOVICH: Second.

4 CHAIRMAN CASHMAN: Can I have a roll
5 call vote, please, Bethany.

6 MS. SALMON: Commissioner Curry?

7 MS. CURRY: Aye.

8 MS. SALMON: Commissioner

9 Krillenberger?

10 MR. KRILLENBERGER: Aye.

11 MS. SALMON: Commissioner Crnovich?

12 MS. CRNOVICH: Aye.

13 MS. SALMON: Commissioner Willobee?

14 MR. WILLOBEE: Aye.

15 MS. SALMON: Commissioner Fiascone?

16 MS. FIASCONE: Aye.

17 MS. SALMON: Commissioner Moore?

18 MR. MOORE: Aye.

19 MS. SALMON: Chairman Cashman?

20 CHAIRMAN CASHMAN: Aye.

21 Next for the planned development
22 concept plan. Do I have a motion to approve the

<p>106</p> <p>1 concept plan with the suggestion that it be</p> <p>2 modified to age-targeted versus age-restricted?</p> <p>3 MR. KRILLENBERGER: Krillenberg so</p> <p>4 motions.</p> <p>5 CHAIRMAN CASHMAN: Do I have a second?</p> <p>6 MS. CURRY: Second.</p> <p>7 CHAIRMAN CASHMAN: Can I have a roll</p> <p>8 call, please, Bethany?</p> <p>9 MS. SALMON: Commissioner Curry?</p> <p>10 MS. CURRY: Aye.</p> <p>11 MS. SALMON: Commissioner</p> <p>12 Krillenberg?</p> <p>13 MR. KRILLENBERGER: Aye.</p> <p>14 MS. SALMON: Commissioner Crnovich?</p> <p>15 MS. CRNOVICH: Aye.</p> <p>16 MS. SALMON: Commissioner Willobee?</p> <p>17 MR. WILLOBEE: Aye.</p> <p>18 MS. SALMON: Commissioner Fiascone?</p> <p>19 MS. FIASCONE: Aye.</p> <p>20 MS. SALMON: Commissioner Moore?</p> <p>21 MR. MOORE: Aye.</p> <p>22 MS. SALMON: Chairman Cashman?</p>	<p>108</p> <p>1 MR. MOORE: Aye.</p> <p>2 MS. SALMON: Chairman Cashman?</p> <p>3 CHAIRMAN CASHMAN: Aye.</p> <p>4 And I guess the fourth would be to</p> <p>5 follow the staff's recommendation that this</p> <p>6 would be a major adjustment to the Zion Lutheran</p> <p>7 Church planned development and it would not be</p> <p>8 within substantial conformity with the approved</p> <p>9 plans.</p> <p>10 MR. WILLOBEE: So moved.</p> <p>11 CHAIRMAN CASHMAN: Is there a second?</p> <p>12 MS. CRNOVICH: Second.</p> <p>13 CHAIRMAN CASHMAN: Roll call, please,</p> <p>14 Bethany.</p> <p>15 MS. SALMON: Commissioner Curry?</p> <p>16 MS. CURRY: Aye.</p> <p>17 MS. SALMON: Commissioner</p> <p>18 Krillenberg?</p> <p>19 MR. KRILLENBERGER: Aye.</p> <p>20 MS. SALMON: Commissioner Crnovich?</p> <p>21 MS. CRNOVICH: Aye.</p> <p>22 MS. SALMON: Commissioner Willobee?</p>
<p>107</p> <p>1 CHAIRMAN CASHMAN: Aye.</p> <p>2 And then third, do I have a motion</p> <p>3 to approve the special use permit to allow the</p> <p>4 development of the Vine Street Station</p> <p>5 consisting of 12 age-targeted lifestyle housing</p> <p>6 units as submitted?</p> <p>7 MS. CRNOVICH: So moved.</p> <p>8 MR. WILLOBEE: Second.</p> <p>9 CHAIRMAN CASHMAN: Roll call vote,</p> <p>10 please, Bethany.</p> <p>11 MS. SALMON: Commissioner Curry?</p> <p>12 MS. CURRY: Aye.</p> <p>13 MS. SALMON: Commissioner</p> <p>14 Krillenberg?</p> <p>15 MR. KRILLENBERGER: Aye.</p> <p>16 MS. SALMON: Commissioner Crnovich?</p> <p>17 MS. CRNOVICH: Aye.</p> <p>18 MS. SALMON: Commissioner Willobee?</p> <p>19 MR. WILLOBEE: Aye.</p> <p>20 MS. SALMON: Commissioner Fiascone?</p> <p>21 MS. FIASCONE: Aye.</p> <p>22 MS. SALMON: Commissioner Moore?</p>	<p>109</p> <p>1 MR. WILLOBEE: Aye.</p> <p>2 MS. SALMON: Commissioner Fiascone?</p> <p>3 MS. FIASCONE: Aye.</p> <p>4 MS. SALMON: Commissioner Moore?</p> <p>5 MR. MOORE: Aye.</p> <p>6 MS. SALMON: Chairman Cashman?</p> <p>7 CHAIRMAN CASHMAN: Aye.</p> <p>8 Thank you very much. Good luck.</p> <p>9 We will see you again.</p> <p>10 MR. MITCHELL: Thank you all.</p> <p>11 CHAIRMAN CASHMAN: Do I have a motion</p> <p>12 to adjourn?</p> <p>13 MR. KRILLENBERGER: Krillenberg so</p> <p>14 moves.</p> <p>15 MS. CURRY: Second.</p> <p>16 CHAIRMAN CASHMAN: All in favor say</p> <p>17 aye.</p> <p>18 (WHICH, were all of the</p> <p>19 proceedings had, evidence</p> <p>20 offered or received in the</p> <p>21 above entitled cause.)</p> <p>22</p>

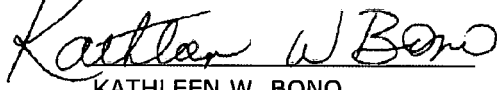
STATE OF ILLINOIS)

) ss:

COUNTY OF DU PAGE)

I, KATHLEEN W. BONO, Certified Shorthand Reporter, Notary Public in and for the County DuPage, State of Illinois, do hereby certify that previous to the commencement of the examination and testimony of the various witnesses herein, they were duly sworn by me to testify the truth in relation to the matters pertaining hereto; that the testimony given by said witnesses was reduced to writing by means of shorthand and thereafter transcribed into typewritten form; and that the foregoing is a true, correct and complete transcript of my shorthand notes so taken aforesaid.

IN TESTIMONY WHEREOF I have hereunto set my hand and affix my electronic signature this 24th day of June, A.D. 2022.

A handwritten signature in cursive script, reading "Kathleen W Bono", written over a horizontal line.

KATHLEEN W. BONO

C.S.R. No. 84-1423

Notary Public, DuPage County

GROUP EXHIBIT C

SITE PLAN AND RELATED DOCUMENTS SUBMITTED TO BOARD OF TRUSTEES

(ATTACHED)

SHEET NO.

DP-1

PROJ MGR	OP
DRAWN BY	OP
FIRST ISSUE DATE	10-15-2021
SCALE	1"=20'

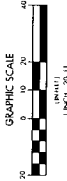
ADAPTIVE REUSE OF ZION SCHOOL
125 S. VINE STREET, HINSDALE, IL



CIVWORKS
Consulting, LLC

MENT CONSULTANTS

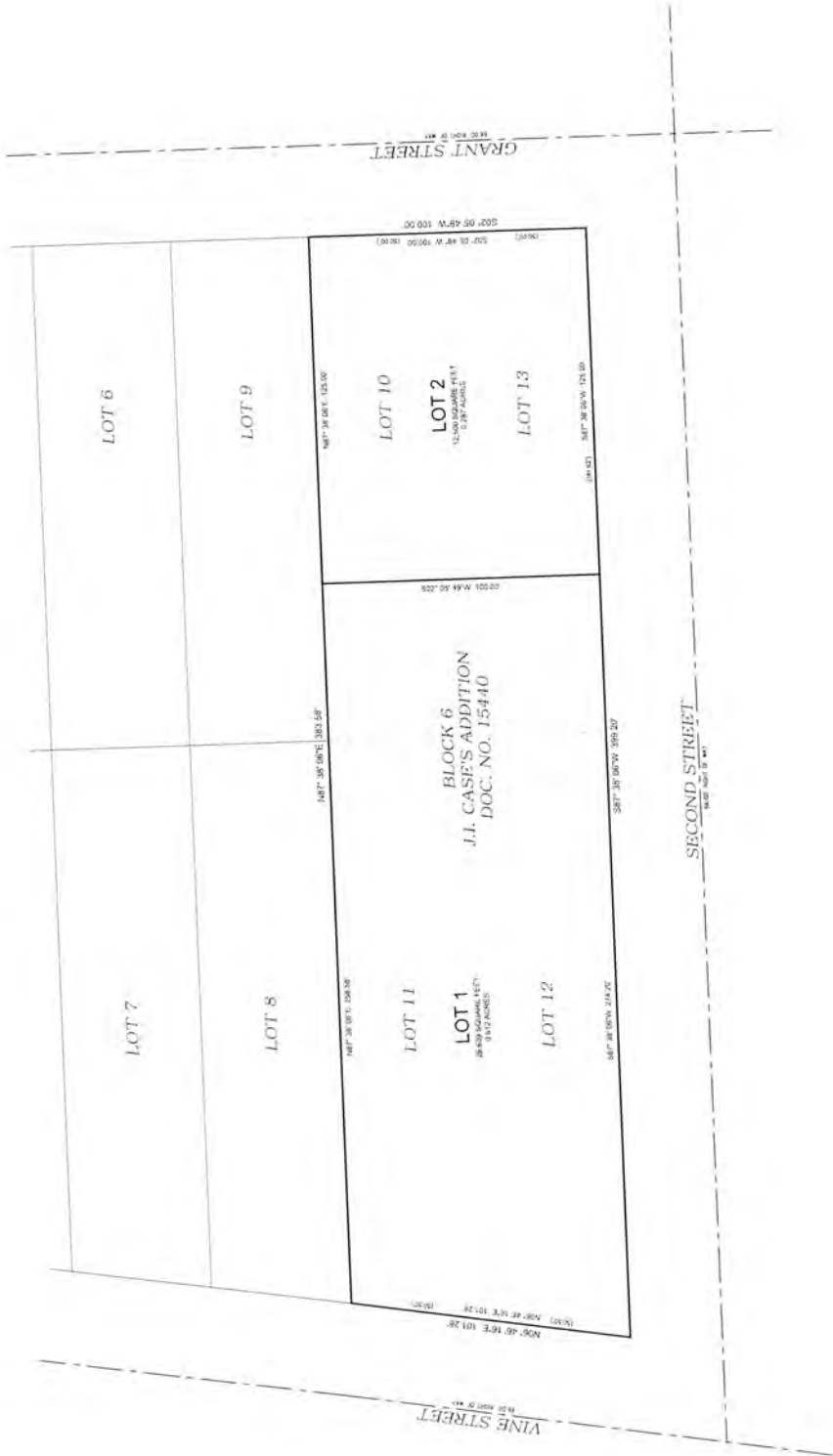
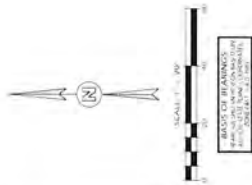
REVIEWS



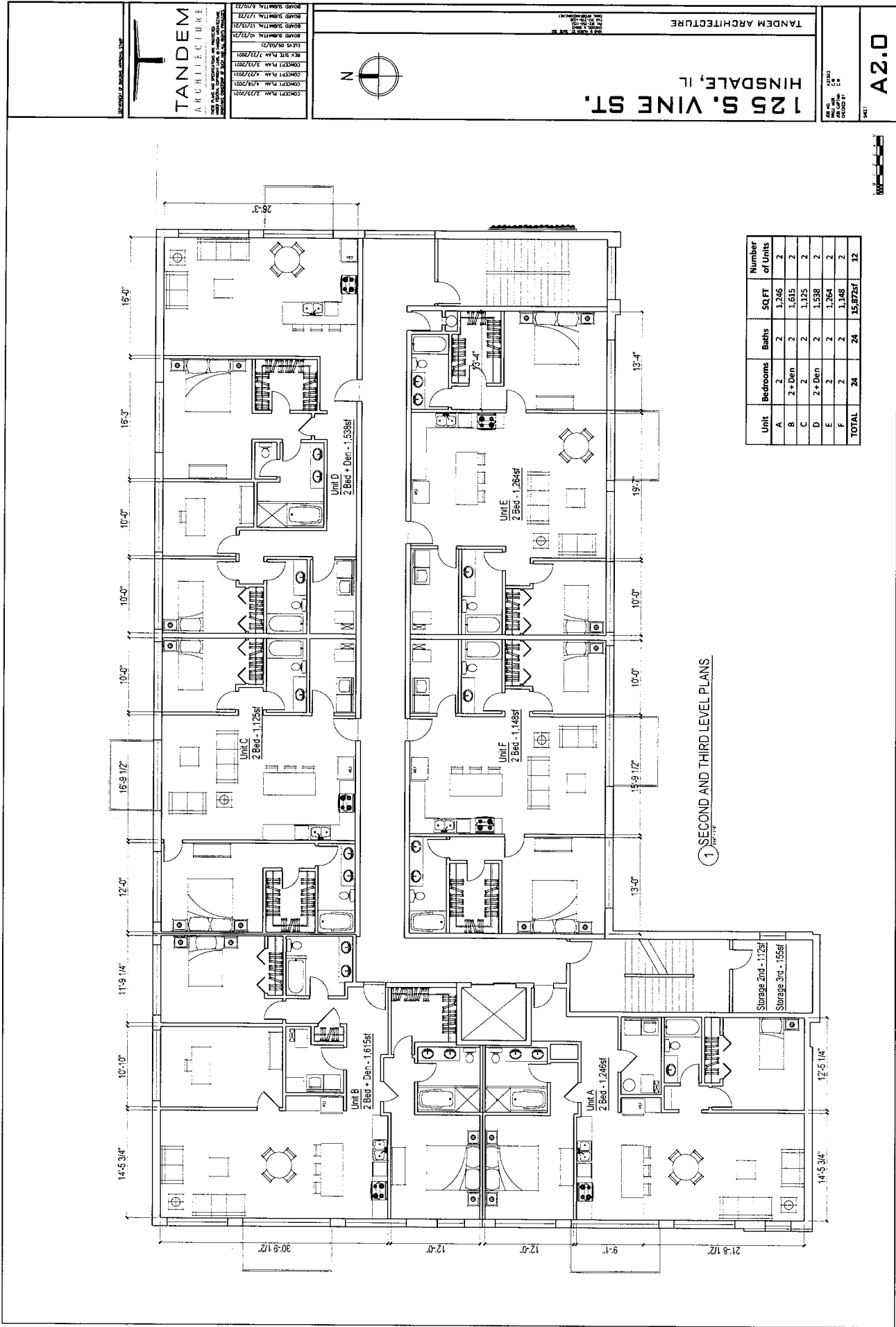
PRELIMINARY PLAT OF CONSOLIDATION

LEGAL DESCRIPTION

LOTS 16, 17, 18 AND 19 IN BLOCK 6 IN AT CASE'S ADDITION TO HINSDALE, DUPAGE COUNTY, ILLINOIS, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAP 12, 1875 AS DOCUMENT NUMBER 2086 IN DUPLIN, ILLINOIS.



<p>CLIENT: CIVILWORKS CONSULTING, LLC 1001 N. VINE STREET, SUITE 100 SPRINGFIELD, ILLINOIS 62761 PHONE: (618) 559-2260</p>	<p>DATE: 11/11/11 BY: [Signature] DESCRIPTION: PRELIMINARY PLAT OF CONSOLIDATION</p>	<p>1. THE PLAT IS A PRELIMINARY PLAT OF CONSOLIDATION OF LOTS 16, 17, 18 AND 19 IN BLOCK 6 IN AT CASE'S ADDITION TO HINSDALE, DUPAGE COUNTY, ILLINOIS, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAP 12, 1875 AS DOCUMENT NUMBER 2086 IN DUPLIN, ILLINOIS.</p>	<p>2. THE PLAT IS A PRELIMINARY PLAT OF CONSOLIDATION OF LOTS 16, 17, 18 AND 19 IN BLOCK 6 IN AT CASE'S ADDITION TO HINSDALE, DUPAGE COUNTY, ILLINOIS, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAP 12, 1875 AS DOCUMENT NUMBER 2086 IN DUPLIN, ILLINOIS.</p>	<p>3. THE PLAT IS A PRELIMINARY PLAT OF CONSOLIDATION OF LOTS 16, 17, 18 AND 19 IN BLOCK 6 IN AT CASE'S ADDITION TO HINSDALE, DUPAGE COUNTY, ILLINOIS, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAP 12, 1875 AS DOCUMENT NUMBER 2086 IN DUPLIN, ILLINOIS.</p>	<p>4. THE PLAT IS A PRELIMINARY PLAT OF CONSOLIDATION OF LOTS 16, 17, 18 AND 19 IN BLOCK 6 IN AT CASE'S ADDITION TO HINSDALE, DUPAGE COUNTY, ILLINOIS, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAP 12, 1875 AS DOCUMENT NUMBER 2086 IN DUPLIN, ILLINOIS.</p>	<p>5. THE PLAT IS A PRELIMINARY PLAT OF CONSOLIDATION OF LOTS 16, 17, 18 AND 19 IN BLOCK 6 IN AT CASE'S ADDITION TO HINSDALE, DUPAGE COUNTY, ILLINOIS, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAP 12, 1875 AS DOCUMENT NUMBER 2086 IN DUPLIN, ILLINOIS.</p>	<p>6. THE PLAT IS A PRELIMINARY PLAT OF CONSOLIDATION OF LOTS 16, 17, 18 AND 19 IN BLOCK 6 IN AT CASE'S ADDITION TO HINSDALE, DUPAGE COUNTY, ILLINOIS, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAP 12, 1875 AS DOCUMENT NUMBER 2086 IN DUPLIN, ILLINOIS.</p>	<p>7. THE PLAT IS A PRELIMINARY PLAT OF CONSOLIDATION OF LOTS 16, 17, 18 AND 19 IN BLOCK 6 IN AT CASE'S ADDITION TO HINSDALE, DUPAGE COUNTY, ILLINOIS, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAP 12, 1875 AS DOCUMENT NUMBER 2086 IN DUPLIN, ILLINOIS.</p>	<p>8. THE PLAT IS A PRELIMINARY PLAT OF CONSOLIDATION OF LOTS 16, 17, 18 AND 19 IN BLOCK 6 IN AT CASE'S ADDITION TO HINSDALE, DUPAGE COUNTY, ILLINOIS, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAP 12, 1875 AS DOCUMENT NUMBER 2086 IN DUPLIN, ILLINOIS.</p>	<p>9. THE PLAT IS A PRELIMINARY PLAT OF CONSOLIDATION OF LOTS 16, 17, 18 AND 19 IN BLOCK 6 IN AT CASE'S ADDITION TO HINSDALE, DUPAGE COUNTY, ILLINOIS, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAP 12, 1875 AS DOCUMENT NUMBER 2086 IN DUPLIN, ILLINOIS.</p>
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Unit	Bedrooms	Baths	SQ. FT.	Number of Units
A	2	2	1,246	2
B	2 + Den	2	1,615	2
C	2	2	1,125	2
D	2 + Den	2	1,538	2
E	2	2	1,264	2
F	2	2	1,148	2
TOTAL	24	24	15,675	12

1 SECOND AND THIRD LEVEL PLANS

125 S. VINE ST.
HINSDALE, IL
TANDEM ARCHITECTURE



TANDEM
ARCHITECTURE
ARCHITECTS
125 S. VINE ST., SUITE 200
HINSDALE, IL 60521
TEL: 708.341.1234
WWW.TANDEMARCHITECTS.COM

CONCEPT PLAN 2/13/2021
CONCEPT PLAN 4/13/2021
CONCEPT PLAN 5/13/2021
CONCEPT PLAN 6/13/2021
CONCEPT PLAN 7/13/2021
CONCEPT PLAN 8/13/2021
CONCEPT PLAN 9/13/2021
CONCEPT PLAN 10/13/2021
CONCEPT PLAN 11/13/2021
CONCEPT PLAN 12/13/2021



A2.0

LIE MG
 PROJ MG
 LIE CAPTAIN
 SCHEDULED BY

A21503
 C.M.
 C.M.

125 S. VINE ST.
HINSDALE, IL

TANDEM ARCHITECTURE



CONCEPT PLAN	2/25/2021
CONCEPT PLAN	4/19/2021
CONCEPT PLAN	4/27/2021
CONCEPT PLAN	5/13/2021
REV SITE PLAN	7/22/2021
LEAVE 09/03/21	
BOARD SUBMITTAL	10/22/21
BOARD SUBMITTAL	12/15/21
BOARD SUBMITTAL	1/7/22
BOARD SUBMITTAL	8/10/22

TANDEM
ARCHITECTURE

any U.S. business seeking to internationalize

WEST ELEVATION

EAST ELEVATION

NORTH ELEVATION

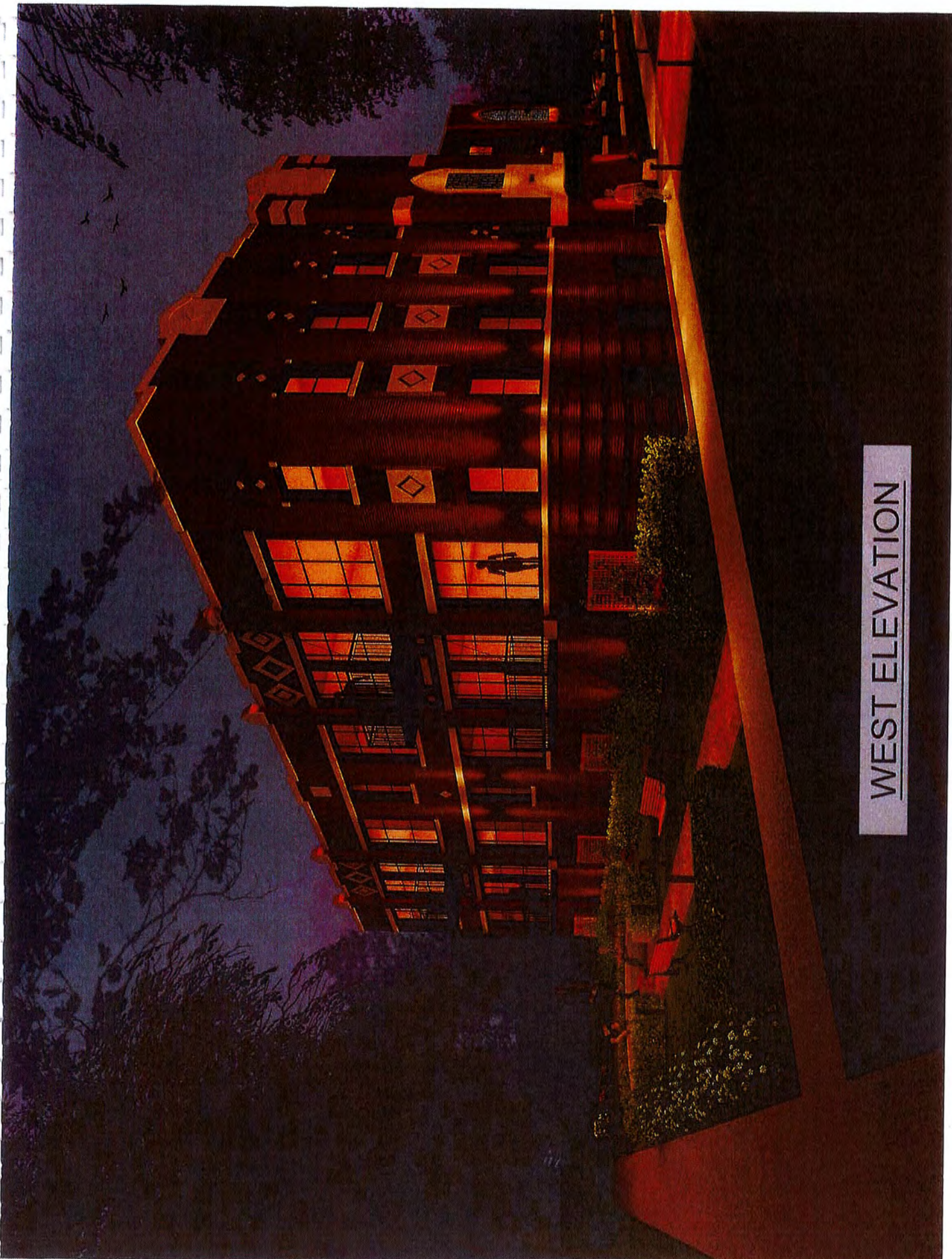
SOUTH ELEVATION

SOUTH ELEVATION



SOUTH ELEVATION

WEST ELEVATION





**HOLLADAY
PROPERTIES**

DEVELOPER:

HOLLADAY PROPERTIES
1 WALKER AVE, SUITE 300
CLARENDON HILLS, IL 60514
T: (312) 546.5123
www.holladayproperties.com

VINE STREET STATION
Luxury Condominiums
Vine & Second Street
Hinsdale, IL



TANDEM
ARCHITECTURE

ARCHITECT:

TANDEM ARCHITECTURE
700 N. CARPENTER STREET
CHICAGO, IL 60642
T: (312) 255.1153
www.tandeminc.net



CIVIL ENGINEER:

CIVWORKS CONSULTING, LLC
3343 N. NEVA AVENUE
CHICAGO, IL 60634
T: (312) 437.9570

L1.0



- CONCEPTUAL LANDSCAPE PLAN NOTES**
1. FINAL PLANT SELECTIONS TO COMPLY WITH VILLAGE PLANT LIST REQUIREMENTS.
 2. PUBLIC POCKET PARK TO BE PRIVATELY MAINTAINED.
 3. OUTDOOR APPLIANCES SHALL BE UL LABELED.

CONCEPTUAL LANDSCAPE PLAN
N.T.S.



DEVELOPER:
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1 WALKER AVE, SUITE 300
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Luxury Condominiums
Vine & Second Street
Hinsdale, IL



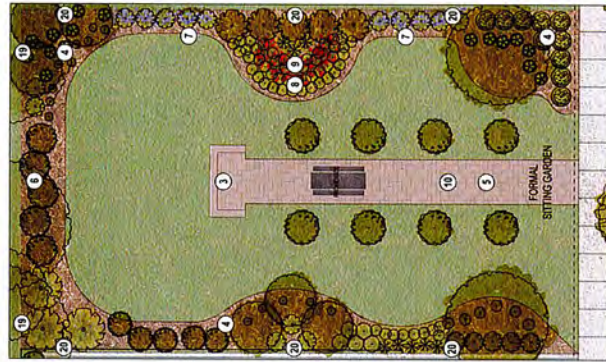
ARCHITECT:
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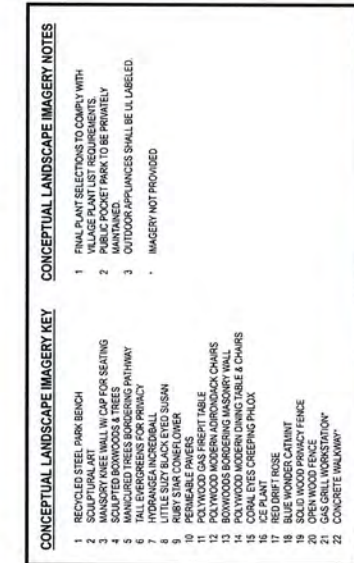
CIVIL ENGINEER:
CIVWORKS CONSULTING, LLC
3343 N. NEVA AVENUE
CHICAGO, IL 60634
T: (312) 437.9570

ENLARGED LANDSCAPE PLANS &
CONCEPTUAL IMAGERY

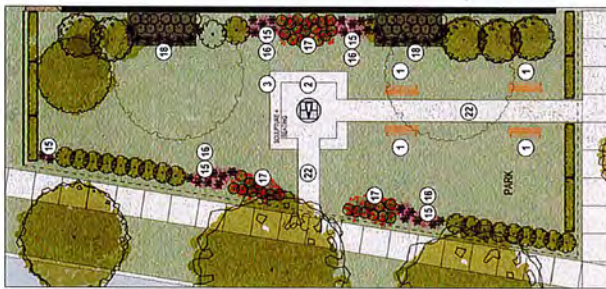
L 1.1



ENLARGED PLAN:
FORMAL SITTING GARDEN
N.T.S.



ENLARGED PLAN:
PRIVATE COURTYARD
N.T.S.



ENLARGED PLAN:
PUBLIC POCKET PARK
N.T.S.



TABLE OF COMPLIANCE
Address of subject property: 125 S. Vine Street

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

You may write "N/A" if the application does NOT affect the building/subject property.	Minimum Code Requirements O-1 and Lifestyle Housing Requirements	Minimum Code Requirements I-B District	Existing Development (Lots 11 & 12)	Proposed Development
Lot Area (SF)	20,000sf min.	220,000sf for Schools & 80,000sf for Membership Organizations	20,977sf	26,639 SF
Lot Depth	125 Ft	250 Ft	258.58 Ft	274.2 Ft
Lot Width	60 Ft	200 Ft	100 Ft	100 Ft
Building Height	33 feet or district maximum, whichever is higher, but in no event more than 3 stories. (30Ft in the O-1 District)	40 Ft	38'-5"	38' 5"
Number of Stories	3 Stories	N/A	2.5	2.5
Front Yard Setback	35 Ft	35 Ft	28.27 Ft	28.27 Ft
Corner Side Yard Setback	35 Ft	35 Ft	2.41 Ft	2.41 Ft
Interior Side Yard Setback	10 Ft	25 Ft	6.19 Ft	6.19 Ft
Rear Yard Setback	25 Ft	25 Ft	40.0 Ft	96.64' Ft
Maximum Floor Area Ratio (F.A.R.)*	1.50	0.50	18,337sf / 20,977sf = 0.87	23,977sf / 26,639sf = 0.9
Maximum Total Building Coverage*	70%	N/A	9,415sf / 20,977sf = 44.8%	9,415sf / 26639sf = 35%
Maximum Total Lot Coverage*	70%	N/A	12,008sf / 20,977sf = 57%	14,100sf / 26,639sf = 53%
Parking Requirements	1.5 spaces per unit = 18 spaces for Lifestyle Housing	Schools = 1 for each 2 employees or 1 for each 15 students, whichever is greater. 7 existing	7 spaces	25 / 12 units = 2.08/unit
Parking front yard setback	35 Ft	35 Ft	N/A	N/A
Parking corner side yard setback	35 Ft	35 Ft	0'	75 Ft
Parking interior side yard setback	10 Ft	25 Ft	58.7'	5 Ft
Parking rear yard setback	25 Ft	25 Ft	0	62'-8"
Loading Requirements	1	1	0	1 (non compliant in size)
Accessory Structure Information	N/A	N/A	N/A	N/A
Minimum Lot Area per Unit	1,000 square feet	N/A	N/A	2,219 square feet
Maximum Units per Acre	35	N/A	0	12 units / .6115 ac = 19.62 du/ac

* Must provide actual square footage number and percentage.

Where any lack of compliance is shown, state the reason and explain the Village's authority, if any, to approve the application despite such lack of compliance:
Any lack of compliance stems from current Institutional building structure being non-compliant. Holladay will seek to preserve the current structure

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

CLERK'S CERTIFICATE

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

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A PLANNED
DEVELOPMENT CONCEPT PLAN AND SPECIAL USE PERMITS FOR A
PLANNED DEVELOPMENT AND LIFESTYLE HOUSING – 125 S. VINE STREET –
HOLLADAY PROPERTIES SERVICES MIDWEST, INC. AND ZION LUTHERAN
CHURCH**

which Ordinance was passed by the Board of Trustees of the Village of Hinsdale at a Regular Village Board Meeting on the ____ day of _____, 2022, at which meeting a quorum was present, and approved by the President of the Village of Hinsdale on the ____ day of _____, 2022.

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

AYES: _____

NAYS: _____

ABSENT: _____

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Hinsdale, this ____ day of _____, 2022.

Village Clerk

[SEAL]

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A MAJOR ADJUSTMENT
TO A PLANNED DEVELOPMENT RELATIVE TO REMOVAL OF CERTAIN
PROPERTIES FROM AN EXISTING PLANNED DEVELOPMENT AND WAIVERS
RELATED TO PROPERTY REMAINING IN SAME – HOLLADAY PROPERTIES
SERVICES MIDWEST, INC. AND ZION LUTHERAN CHURCH**

WHEREAS, a Planned Development for Zion Lutheran Church on various properties within the Village, including 125 S. Vine Street, 204 S. Grant Street, and 116 S. Grant Street, along with some properties since removed from the Planned Development, was originally approved by Ordinance No. 2004-15 (the “Planned Development”), and has been subsequently amended on several occasions; and

WHEREAS, the Planned Development as it presently exists is legally described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, Holladay Properties Services Midwest, Inc. and Zion Lutheran Church (collectively, the “Applicant”) have now submitted an application (the “Application”) for a Major Adjustment to the Planned Development to allow for the removal of the property commonly known as 125 S. Vine Street from the Planned Development, along with a small portion of 116 S. Grant Street (collectively, the “125 S. Vine Property”). The legal description of the Planned Development following the proposed removal of the 125 S. Vine Property is also attached as part of **Exhibit A**; and

WHEREAS, the Application also seeks certain waivers and variations related to the properties remaining in the Planned Development as a result of the removal of the 0.61-acre site at 125 S. Vine Property from the Planned Development. The waivers and variations sought are as follows:

- a. Lot Area for the Planned Development – Decrease the minimum lot area for membership organizations from 80,000 square feet to 58,739 square feet
- b. Off-Street Parking – Decrease the number of required on-site parking spaces from 74 spaces to 67 spaces
- c. Front Yard Setback – Grant Street – Membership Organization Building at 204 S. Grant Street – Decrease the front yard setback along Grant Street from 35’ to 23.9’
- d. Front Yard Setback – Grant Street – Single-Family Home at 116 S. Grant Street – Decrease the front yard setback along Grant Street from 35’ to 27.9’

- e. Corner Side Yard Setback – Second Street – Membership Organization Building at 204 S. Grant Street – Decrease the corner yard setback along Second Street from 35' to 0' *[Note: the previous modification of 1.4' granted appears to be incorrect as the existing membership organization building extends several feet north into the Second Street right-of-way]*
- f. Corner Side Yard Setback – Second Street – Single-Family Home at 116 S. Grant Street – Decrease the corner yard setback along Second Street from 35' to 28.1'
- g. Interior Side Yard Setback – South Lot Line – Membership Organization Building at 204 S. Grant Street – Decrease the interior side yard setback along the south lot line from 25' to 16'
- h. Interior Side Yard Setback – North Lot Line – Single-Family Home at 116 S. Grant Street – Decrease the interior side yard setback along the north lot line from 25' to 11.4'
- i. Parking Setbacks and Landscape Buffer – Membership Organization Parking Lot at 204 S. Grant Street – Decrease the corner side yard setbacks and interior side yard setbacks for the existing parking lot from 25' to 0' and required landscape buffer from 10' to 0'
- j. Parking Lot Drive Aisle Width – Decrease the drive aisle width from 24' to 19'
- k. Building Height – Increase the maximum building height for the existing membership organization building from 40' to 48'

WHEREAS, as the Application includes removal of property from the Planned Development, which will in turn require certain waivers and variations, a major adjustment to the Planned Development is required to be approved by the Village Board pursuant to Subsections 11-603(K)(2) and (L) of the Hinsdale Zoning Code in order for the proposed relief to be granted. The major adjustment does not involve any physical or visual changes to the properties that will remain within the Planned Development; and

WHEREAS, the President and Board of Trustees, upon initial consideration of the Application at meetings on February 15, and March 1, 2022, referred it to the Plan Commission for consideration and review; and

WHEREAS, the Application was considered by the Plan Commission at a public meeting held on May 24, 2022. After considering all of the matters related to the Application, the Plan Commission, on a vote of seven (7) in favor, zero (0) against, and two (2) absent, recommended approval by the Board of Trustees of the relief sought by the Applicant, including the removal of the 125 S. Vine Property and the waivers and variations related to the remaining property in the Planned Development. The recommendation for approval and a summary of the related proceedings are set forth in the Plan Commission's Findings and Recommendation in this matter ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, the President and Board of Trustees have duly considered the Findings and Recommendation of the Plan Commission, and all of the materials, facts and circumstances affecting the Application, and find the Application satisfies the standards set forth in Section 11-603 of the Zoning Code relating to major adjustments to planned developments, subject to the conditions stated in this Ordinance.

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

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

SECTION 2: Approval of Major Adjustment to the Approved Planned Development. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and pursuant to Subsections 11-603(K)(2) and (L) of the Hinsdale Zoning Code, approve the Major Adjustment to the Planned Development, as previously amended, to allow removal of the 125 S. Vine Property from the Planned Development, subject to the terms and conditions set forth in this Ordinance, including but not limited to the requirement for subsequent approval of a Tentative and Final Plat of Subdivision specified in Section 3 below. The proposed site plan indicating the property to be removed from the Planned Development submitted by the Applicant to the Board of Trustees, is attached hereto as **Exhibit C** and made a part hereof. As part of the conditional approval of the Major Adjustment, the following waivers and variations are granted:

- a. Lot Area for the Planned Development – Decrease the minimum lot area for membership organizations from 80,000 square feet to 58,739 square feet
- b. Off-Street Parking – Decrease the number of required on-site parking spaces from 74 spaces to 67 spaces
- c. Front Yard Setback – Grant Street – Membership Organization Building at 204 S. Grant Street – Decrease the front yard setback along Grant Street from 35' to 23.9'
- d. Front Yard Setback – Grant Street – Single-Family Home at 116 S. Grant Street – Decrease the front yard setback along Grant Street from 35' to 27.9'
- e. Corner Side Yard Setback – Second Street – Membership Organization Building at 204 S. Grant Street – Decrease the corner yard setback along Second Street from 35' to 0' *[Note: the previous modification of 1.4' granted appears to be incorrect as the existing membership organization building extends several feet north into the Second Street right-of-way]*

- f. Corner Side Yard Setback – Second Street – Single-Family Home at 116 S. Grant Street – Decrease the corner yard setback along Second Street from 35' to 28.1'
- g. Interior Side Yard Setback – South Lot Line – Membership Organization Building at 204 S. Grant Street – Decrease the interior side yard setback along the south lot line from 25' to 16'
- h. Interior Side Yard Setback – North Lot Line – Single-Family Home at 116 S. Grant Street – Decrease the interior side yard setback along the north lot line from 25' to 11.4'
- i. Parking Setbacks and Landscape Buffer – Membership Organization Parking Lot at 204 S. Grant Street – Decrease the corner side yard setbacks and interior side yard setbacks for the existing parking lot from 25' to 0' and required landscape buffer from 10' to 0'
- j. Parking Lot Drive Aisle Width – Decrease the drive aisle width from 24' to 19'
- k. Building Height – Increase the maximum building height for the existing membership organization building from 40' to 48'

In addition to the approved waivers and variations, all waivers and variations previously granted relative to the Planned Development under the original approval and subsequent amendments shall continue in full force and effect, unless no longer required (Note: Following the changes approved by this Ordinance, a variation for F.A.R. will no longer be required for the properties remaining in the Planned Development). The Planned Development is hereby amended to the extent provided, but only to the extent provided, by the approvals granted herein.

SECTION 3: Conditional Approval. The approval granted herein is subject to the following: subsequent approval by the President and Board of Trustees of a Tentative and Final Plat of Subdivision related to the division of the 116 S. Grant Street property and consolidation of a portion of that property into 125 S. Vine Street. If such approvals are not made by the President and Board of Trustees within one year from the approval of this Ordinance, this Ordinance shall become null and void unless such approval date is extended by the Board.

SECTION 4: Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance, the Ordinance approving the Planned Development, any previous amendments thereto, or of any applicable code, ordinance, or regulation of the Village shall be grounds for rescission by the Board of Trustees of the approvals set forth in this Ordinance.

SECTION 5: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this

Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

SECTION 6: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this ____ day of _____ 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____ 2022.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

EXHIBIT A

CURRENT LEGAL DESCRIPTION OF THE PLANNED DEVELOPMENT:

LOT 1, THE EAST 70.00 FEET OF LOTS 2 AND 3 AND ALL OF LOTS 4, 5, 6 IN BLOCK 5, ALSO, LOTS 10, 11, 12, AND 13 IN BLOCK 6 ALL IN J.I. CASE'S ADDITION TO HINSDALE, DUPAGE COUNTY, ILLINOIS, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 13, 1872 AS DOCUMENT NUMBER 15440, IN DUPAGE COUNTY, ILLINOIS.

PINS: FOR 125 S. VINE STREET = 09-12-110-006; 09-12-110-007, FOR 204 S. GRANT STREET = 09-12-111-010; 09-12-111-011; 09-12-111-012; 09-12-111-017, AND FOR 116 S. GRANT STREET = 09-12-110-014; 09-12-110-015

COMMONLY KNOWN AS: 125 S. VINE STREET, 204 S. GRANT STREET AND 116 S. GRANT STREET, HINSDALE, ILLINOIS

LEGAL DESCRIPTION OF THE PLANNED DEVELOPMENT FOLLOWING APPROVAL OF THIS ORDINANCE (TO BE CONFIRMED WITH FINAL PLAT OF SUBDIVISION):

LOT 1, THE EAST 70.00 FEET OF LOTS 2 AND 3 AND ALL OF LOTS 4, 5, 6 IN BLOCK 5, ALSO, THE EAST 125.00 FEET OF LOTS 10 AND 13 IN BLOCK 6 ALL IN J.I. CASE'S ADDITION TO HINSDALE, DUPAGE COUNTY, ILLINOIS, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 13, 1872 AS DOCUMENT NUMBER 15440, IN DUPAGE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 116 S. GRANT STREET AND 204 S. GRANT STREET, HINSDALE, ILLINOIS

EXHIBIT B

**FINDINGS AND RECOMMENDATION FOR
PLAN COMMISSION CASE NO. A-35-2021**

(ATTACHED)

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

APPLICATION: Case A-35-2021 – Text Amendment, Planned Development Concept Plan, and Special Use Permit to allow for the development of Vine Street Station consisting of twelve (12) lifestyle housing units within an existing building located at 125 S. Vine Street and a Major Adjustment to the Zion Lutheran Church Planned Development

PROPERTY: 125 S. Vine Street – Former private school building (PINs: 09-12-110-006; 09-12-110-007); 204 S. Grant Street – Membership organization building / church with child day care and preschool (PINs: 09-12-111-010; 09-12-111-011; 09-12-111-012; 09-12-111-017); 116 S. Grant Street – Single-family home / Pastor's residence (PINs: 09-12-110-014; 09-12-110-015)

APPLICANT: Holladay Properties Services Midwest, Inc. and Zion Lutheran Church

REQUEST: Text Amendment, Planned Development Concept Plan, Special Use Permit, and Major Adjustment to the Zion Lutheran Church Planned Development

PLAN COMMISSION (PC) REVIEW: May 24, 2022 (Special Meeting)

BOARD OF TRUSTEES 1ST READING: July 12, 2022

SUMMARY OF REQUEST: The Village of Hinsdale received an application from Holladay Properties Services Midwest, Inc. requesting approval of a Text Amendment to Section 6-106(E)(4) and Section 11-603(M)(2) of the Zoning Code to allow for Lifestyle Housing as a Special Use in the O-1 Specialty Office District, a Planned Development Concept Plan, and a Special Use Permit to allow for a Planned Development and Lifestyle Housing in the O-1 Specialty Office District, for Vine Street Station, which will consist of twelve (12) age-restricted lifestyle housing units within a former private school building on a 0.61-acre site located at 125 S. Vine Street. The project requires zoning relief for various bulk requirements, largely due to existing conditions such as building setbacks and height, as well as for structures and uses in required yards, fencing, perimeter landscape open space, and the sizing of parking spaces, loading spaces, and drive aisles.

Holladay Properties Services Midwest, Inc. and Zion Lutheran Church also request approval of a Major Adjustment to the Zion Lutheran Church Planned Development, approved by Ordinance No. 2004-15 and subsequently amended, to remove the proposed Vine Street Station development from the existing Planned Development and to allow for new modifications to the Zoning Code. The Planned Development currently includes eight (8) parcels with two (2) parking lots and three (3) buildings on a 1.96-acre site. Holladay Properties intends to purchase 0.61-acres of the 1.96-acre Planned Development site consisting of the former private school building at 125 S. Vine Street and 56.6 feet of the rear yard of 116 S. Grant Street, the single-family home currently used as the Pastor's residence.

The following approvals are not included in this request and the applicant would be required to obtain separate approval of these requests in the future: Planned Development Detailed Plan and Final Plan with Modifications to the Zoning Code; Tentative Plat of Subdivision / Final Plat of Subdivision; Map Amendment to rezone 0.61-acres from the IB Institutional Buildings District to the O-1 Specialty Office District; and, Exterior Appearance and Site Plan Review.

Office buildings in the O-1 Specialty Office District are located to the north and to the east of the property. Single-family detached homes in the R-4 Single Family Residential District are located to the south, east, and west of the property.

PUBLIC HEARING SUMMARY: A public hearing for the submitted applications was held on Tuesday, May 24, 2022, in Memorial Hall, in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois, pursuant to a notice published in *The Hinsdalean* on April 28, 2022. A copy of the published notice is attached hereto as **Exhibit 1** and made a part hereof. Mailed notice was sent to nearby property owners and a sign was posted by the applicant, as required by the Village's Zoning Ordinance ("Zoning Code"). In addition, the Village publicized the public hearing on its website.

At the duly and properly noticed public hearing, Drew Mitchell and Michael O'Connor representing Holladay Properties Services Midwest, Inc., provided a presentation to the Plan Commission on the proposed development. Christopher Walsh, the architect for the project representing Tandem, Inc., was also present and assisted with the presentation. A representative of Zion Lutheran Church was in attendance in the audience.

Following the presentation, the Plan Commission members asked the applicant questions and provided feedback on the project. The applicant responded to the questions by the Plan Commission members. Topics discussed during the public hearing included details on the building and site design, the conversation of Second Street from one-way to two-way traffic, adding extra windows to improve upon the building architecture, guest parking, the size of the proposed parking spaces and drive aisle for underground parking, flooding and stormwater, the proposed private park spaces, and various relief requested to the bulk regulations in the Zoning Code.

Of note, there was a discussion on whether the condominium units should be age-targeted versus age-restricted. The Village Board of Trustees recommended that the units be age-restricted to limit impacts to school districts. Several Plan Commissioners noted that they did not have concerns if the units were age-targeted instead of age-restricted, noting that this restriction could create issues for the future sale of the units and the design of the site, number of units, size of the units, and amenities provided would largely appeal to an older age group rather than families with children. Commissioners recommended that the developer provide data on the potential impacts to the school districts, similar to the information provided for Hinsdale Meadows, another age-targeted residential project approved by the Village in recent years. Additionally, similar to Hinsdale Meadows, the Village can explore additional language in the future Homeowners Association by-laws, which will be submitted for review by the Village Board with the Planned Development Detailed Plan. Mr. Mitchell stated that the applicant intends to move the project forward, even if the Village requires the units to be age-restricted, and would provide additional information for the Village Board to review.

Testimony was taken and heard by the Plan Commission on application requests. All persons testifying during the public hearing were sworn in prior to giving testimony. All persons wishing to be heard were given the opportunity to provide testimony on their own behalf. Two (2) members of the public spoke at the public hearing. Both members of the public expressed overall support for the project, but discussed potential concerns over stormwater, the existing floodplain, and flooding with future development. It was noted that flooding has occurred in the past on Vine Street and Second Street, and the proposed development should not make flooding in the area worse.

Existing parking issues on Vine Street were also discussed, which were believed to be caused by a nearby office or possible enforcement and signage issues. Members of the public did not want this development to contribute to additional parking issues on Vine Street and did not report concerns over converting Second Street from one-way to two-way traffic. There being no further questions or members of the public wishing to speak on the application, the public hearing was closed.

A transcript of the public hearing is attached hereto as **Exhibit 2** and made a part hereof.

MOTIONS AND RECOMMENDATIONS: On May 24, 2022, the Plan Commission made the following separate motions on the proposed Text Amendment, Planned Development Concept Plan, and Special Use Permits, and Major Adjustment to the Zion Lutheran Church Planned Development.

A motion was made by Commissioner Willobee, seconded by Commissioner Crnovich, to recommend approval of a Text Amendment to Section 6-106(E)(4) and Section 11-603(M)(2) of the Zoning Code to allow for Lifestyle Housing as a Special Use in the O-1 Specialty Office District, as submitted, for Case A-35-2021. The motion carried by the roll call vote of seven (7) ayes and zero (0) nays, with two (2) absent, as follows:

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

A motion was made by Commissioner Krillenberger, seconded by Commissioner Curry, to recommend approval of a Planned Development Concept Plan for the development of Vine Street Station consisting of twelve (12) lifestyle housing units within an existing building located on a 0.61-acre site at 125 S. Vine Street for Case A-35-2021, with the suggested modification that the units be age-targeted, not age-restricted. The motion carried by the roll call vote of seven (7) ayes and zero (0) nays, with two (2) absent, as follows:

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

A motion was made by Commissioner Crnovich, seconded by Commissioner Willobee, to recommend approval of a Special Use Permit to allow for a Planned Development and Lifestyle Housing in the O-1 Specialty Office District for Vine Street Station for Case A-35-2021. The motion carried by the roll call vote of seven (7) ayes and zero (0) nays, with two (2) absent, as follows:

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

A motion was made by Commissioner Willobee, seconded by Commissioner Crnovich, to recommend approval of a Major Adjustment to the Zion Lutheran Church Planned Development for Case A-35-2021 without substantial conformity to remove the proposed Vine Street Station development from the existing Planned Development and to allow for new modifications to the Zoning Code. The motion carried by the roll call vote of seven (7) ayes and zero (0) nays, with two (2) absent, as follows:

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

FINDINGS ON THE PROPOSED TEXT AMENDMENT: The Plan Commission, based upon the evidence presented at the public hearing, and pursuant to Section 11-601(E) of the Hinsdale Zoning Code, made the following Findings as to the Proposed Text Amendment:

STANDARDS FOR APPROVING TEXT AMENDMENT: Section 11-601(E) of the Zoning Code provides that the wisdom of amending the zoning map or the text of the Zoning Code is a matter committed to the sound legislative discretion of the board of trustees and is not dictated by any set standard. However, in determining whether a proposed amendment should be granted or denied the board of trustees should be guided by the principle that its power to amend this code is not an arbitrary one but one that may be exercised only when the public good demands or requires the amendment to be made. In considering whether that principle is satisfied in any particular case, the Board of Trustees should weigh, among other factors, certain factors:

1. The consistency of the proposed amendment with the purposes of this code.
2. The existing uses and zoning classifications for properties in the vicinity of the subject property.
3. The trend of development in the vicinity of the subject property, including changes, if any, in such trend since the subject property was placed in its present zoning classification.
4. The extent, if any, to which the value of the subject property is diminished by the existing zoning classification applicable to it.
5. The extent to which any such diminution in value is offset by an increase in the public health, safety, and welfare.
6. The extent, if any, to which the use and enjoyment of adjacent properties would be affected by the proposed amendment.
7. The extent, if any, to which the value of adjacent properties would be affected by the proposed amendment.
8. The extent, if any, to which the future orderly development of adjacent properties would be affected by the proposed amendment.
9. The suitability of the subject property for uses permitted or permissible under its present zoning classification.
10. The availability of adequate ingress to and egress from the subject property and the extent to which traffic conditions in the immediate vicinity of the subject property would be affected by the proposed amendment.
11. The availability of adequate utilities and essential public services to the subject property to accommodate the uses permitted or permissible under its present zoning classification.
12. The length of time, if any, that the subject property has been vacant, considered in the context of the pace of development in the vicinity of the subject property.
13. The community need for the proposed amendment and for the uses and development it would allow.

TEXT AMENDMENT FINDINGS: The Plan Commission found that a Text Amendment to Section 6-106(E)(4) and Section 11-603(M)(2) of the Zoning Code to allow Lifestyle Housing as a Special Use in the O-1 Specialty Office District is generally consistent with the purposes of the Zoning Code.

Lifestyle housing requires approval as part of a Planned Development and is considered a Special Use currently allowed only in the B-1 Community Business District, the B-3 General Business District, and the O-2 Limited Office District. The standards for Planned Developments are outlined in Section 11-603(E) and the specific regulations for lifestyle housing are set forth in Section 11-603(M).

The regulations for lifestyle housing are intended to authorize high quality townhouse and condominium housing that is attractive to existing Hinsdale residents who seek housing that requires less maintenance than single-family detached houses; residents who wish to remain in the village, close to neighbors, friends, and familiar institutions, near downtown shopping and amenities, and close to the transportation center of the village. Lifestyle housing may be appropriate on property near downtown Hinsdale and on property of a transitional nature between the downtown retail environment and nearby single-family residential areas.

Planned Developments are a specialized regulatory technique already provided for under the Zoning Code and appropriately used to provide flexibility and promote creativity for substantial developments. The allowance of lifestyle housing as a Special Use and as part of a Planned Development in the O-1 District will be subject to the detailed and rigorous review required for Planned Developments under the existing Code provisions, ensuring their use will be limited to appropriate circumstances.

The proposed Text Amendment will allow the consideration of the applications for Vine Street Station, which is aimed at filling a need for high-quality condominium dwellings near the downtown, allow for increase housing options for older population which are in limited supply in the Village, as well as future applications for developments that are able to meet the criteria for approving a Planned Development and Special Use.

The proposed Text Amendment will allow for the adaptive reuse of a historic former private school building for Zion Lutheran Church into twelve (12) lifestyle housing units that is compatible with the existing transitional nature of the area that includes a membership organization building and day care, office buildings, and single-family homes. The existing historic building fits within the context of the surrounding neighborhood and the massing, scale, and overall building envelope will be unchanged. The former private school building has been vacant for several years and with the proposed Text Amendment, would be able to be converted into residential units. The Plan Commission found the standards to have been met.

The applicant must obtain approval of a Map Amendment for the rezoning of the subject property from the IB Institutional Buildings District to the O-1 Specialty Office District upon separate application in the future.

FINDINGS ON THE PROPOSED PLANNED DEVELOPMENT CONCEPT PLAN AND RELATED SPECIAL USE PERMITS: The Plan Commission, based upon the evidence presented at the public hearing, and pursuant to Sections 11-602(E) and 11-603 of the Hinsdale Zoning Code, made the following Findings as to the application requesting Planned Development Concept Plan approval and a related Special Use Permit:

STANDARDS FOR SPECIAL USE: Section 11-602(E)(1) Special Use Permit Standards:

- a) **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 and with the general purpose and intent of the official comprehensive plan.
- b) **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.
- c) **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.

- d) 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.
- e) No traffic congestion. The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.
- f) 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.
- g) 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.

SPECIAL USE FINDINGS: The Plan Commission found the Planned Development to be in harmony with the Village's Code, Zoning Code and Comprehensive Plan, as well as the regulations for lifestyle housing set forth in Section 11-603(M). The project was found to be appropriate for the subject property and would benefit the community as a whole by providing additional residential units in the Village in a form that will be attractive to older people looking to downsize from larger single-family homes. Lifestyle housing would fill a need in the community and provide housing for empty-nesters looking to downsize and live near the downtown area.

The majority of the Plan Commission agreed that the condominium units should be age-targeted versus age-restricted, noting that a restriction could create issues for the future sale of the units and the design of the site, number of units, size of the units, and amenities provided would largely appeal to an older age group rather than families with children, therefore lessening impacts to the school districts. Several Commissioners requested additional data and evidence be submitted by the applicant to determine the potential impacts to the school districts.

Because the existing historic building will be preserved as part of the project and the building height will not increase, the scale of the building will remain unchanged and will fit into the surrounding area. It was noted that many of the proposed deviations from the Zoning Code regulations were a result of the existing conditions of the buildings, such as setbacks. The Commission was in support of the design of the building and proposed materials. Several Commissioners provided suggestions to improve upon the building elevations, such as including additional windows on the east elevation. It was noted that careful consideration of any proposed lighting will need to be taken place at a later date with the Detailed Plan to ensure that there are no negative impacts to the adjacent single-family homes.

The property is located in a floodplain and the project will be required to meet all codes by the Village and DuPage County Stormwater and Flood Plain Ordinance. Several Commissioners and a member of the public asked about stormwater and flooding issues, where the applicant responded that they are reducing the amount of impervious surface as part of this project, restoring the existing non-conforming parking on Second Street into a landscaped parkway, and will be installing ample landscaping on site. Engineering plans will be prepared in the future and reviewed prior to the Detailed Plan submittal.

Adequate public facilities will be provided. The applicant is proposing three park spaces that will be privately owned and maintained by the future homeowner's association. One of the park areas will be accessible to the public and two which will be for condominium residents. The Plan Commission agreed that the proposed outdoor areas will provide a public benefit to the Village and surrounding neighborhood. One Commissioner stated that the east park space off of Second Street, which was intended for private use by residents only, could be made accessible to the public. It was also discussed if additional restrictions, such as an easement, deed restriction, or ordinance condition, could be put in place to provide additional protection of this area as open space. The future homeowner's association could

remodel and renovate the park area as needed, but it would be required to remain as open recreational space rather than be able to be converted into parking or additional development in the future.

The small park on the corner of Vine Street and Second Street, which will be open to the public, is required to be platted as an open space easement on the Plat of Subdivision to get credit for park space under the Village Code.

The majority of the Plan Commission found that the conversation of Second Street from one-way to two-way traffic could benefit the residential development, as one-way traffic was more suitable for the private school and this development would not generate the same traffic. The two members of the audience, who live near the proposed development, were also not opposed to converting the street to two-way traffic. The applicant noted that the preliminary traffic study indicated that the traffic volumes would be much lower for twelve (12) condominium units than the former private school that had roughly 200 student at one point in time.

Several Commissioners commented that parking for guests may be limited and could be an issue in the future. It was recommended that the applicant work with Zion Lutheran Church to determine if additional guest parking could be provided in the church parking lot to the south if needed. The development is code-compliant in terms of the number of parking spaces provided and the majority of Commissioners agreed the reduced size of the parking spaces was not a significant problem. Additional details on the parking space sizes and guest parking will be provided with the Detailed Plan for the Planned Development.

No destruction, loss, or damage of any natural, scenic, or historic feature of significant importance is anticipated, and the proposed Planned Development complies with additional standards imposed upon it through the Zoning Code other than for the waivers requested. The applicant intends to preserve the existing historic building and converted the former school into a residential use. The requested deviations from the Zoning Code regulations are largely a result of non-conforming conditions from utilizing an existing building.

OBJECTIVES OF PLANNED DEVELOPMENT PROCESS: The Plan Commission examined whether the application satisfies the specific objectives sought to be accomplished through the Planned Development process, as set forth in Section 11-603(B) (Purpose) of the Hinsdale Zoning Code:

1. Creation of a more desirable environment than would be possible through strict application of other Village land use regulations.
2. Promotion of a creative approach to the use of land and related physical facilities resulting in better design and development, including aesthetic amenities.
3. Combination and coordination of architectural styles, building forms, and building relationships.
4. Preservation and enhancement of desirable site characteristics such as natural topography, vegetation, and geologic features, the provision of screening or other facilities that benefit neighboring properties, and the prevention of soil erosion.
5. Provision for the preservation and beneficial use of open space.
6. An increase in the amount of open space over that which would result from the application of conventional subdivision and zoning regulations.
7. Encouragement of land uses that promote the public health, safety, and general welfare.

FINDINGS ON PLANNED DEVELOPMENT OBJECTIVES: The Plan Commission found these standards to have been met at this Concept Plan approval stage. In particular, the flexibility and use of land permitted by the Planned Development process will allow for the adaptive reuse and conversion of an existing vacant former historic school building into lifestyle housing condominium units and a

development targeted at empty-nesters within the Village in a manner that would not be possible through strict application of the Village's standard zoning regulations.

The initial design, preservation of the existing historic components of the building and proposed architectural details, and the existing building massing and scale, were considered attractive and compatible with the surrounding land uses. The design proposed for the project will be further refined in the Detailed Plan, but are initially found to be of high-quality consistent with those found elsewhere in the Village.

The proposed site plan improves an existing vacant building and will include new pervious surfaces, landscaping, and the conversion of non-conforming parking on Second Street into a new landscaped parkway with street trees. Open space is provided through three privately owned and maintained park spaces, one of which will be accessible to the public and will provide a benefit to the Village and surrounding neighborhood. An increase in the amount of open space over that which would result from the application of conventional subdivision and zoning regulations is offered via flexibility in bulk regulations and through providing three open park space areas.

Lifestyle housing aimed at empty-nesters is intended to promote the public health, safety and general welfare by providing additional residential units in the Village in a form that will be attractive to persons looking to downsize from larger single-family homes.

PLANNED DEVELOPMENT STANDARDS: The Additional Standards for Planned Developments set forth in Section 11-603(E)(2) of the Zoning Code are also found to be met by the Plan Commission. Section 11-603(E)(2) sets forth the following additional standards for Planned Developments:

2. Additional standards for all planned developments. No special use permit for a planned development shall be recommended or granted unless the applicant shall establish that the proposed development will meet each of the following additional standards:
 - (a) Unified ownership required. The entire property proposed for planned development treatment shall be in single ownership or under such unified control as to ensure that the entire property will be developed as a unified whole. All owners of the property shall be included as joint applicants on all applications and all approvals shall bind all owners. The violation of any owner as to any tract shall be deemed a violation as to all owners and all tracts.
 - (b) Minimum area. The district regulations of this Code establishing standards for particular types of planned development specify the minimum area required for some planned developments. In addition to meeting that specific standard, or where no specific standard is set, the applicant shall have the burden of establishing that the subject property is of sufficient size and shape to be planned and developed as a unified whole capable of meeting the objectives for which planned developments may be established pursuant to this Section.
 - (c) Covenants and restrictions to be enforceable by village. All covenants, deed restrictions, easements, and similar restrictions to be recorded in connection with the planned development shall provide that they may not be modified, removed, or released without the express consent of the Board of Trustees and that they may be enforced by the Village as well as by future landowners within the proposed development.
 - (d) Public open space and contributions. Whenever the Official Comprehensive Plan, Zoning Map, or Official Map indicates that development of a planned development will create a need for land for public purposes of the Village within the proposed planned development, the Board of Trustees may require that such area be designated and to the extent such need is specifically and uniquely attributable to the proposed development, dedicated to the Village for such use. In addition, the Board of Trustees may require evidence that all requirements of Village ordinances pertaining to the

dedication of land or the contribution of cash in connection with subdivisions or developments of land have been met as respects the proposed planned development.

(e) Common open space.

- (i) Amount, location, and use. The failure of a planned development to provide common open space shall be considered to be an indication that it has not satisfied the objectives for which such developments may be approved pursuant to this Code. When common open space is provided in a planned development, the amount and location of such open space shall be consistent with its intended function as set forth in the application and planned development plans. No such open space shall be used for the construction of any structure or improvement except such structures and improvements as may be approved in the Final Plan as appropriate to the intended leisure and recreational uses for which such open space is intended.
- (ii) Preservation. Adequate safeguards, including recorded covenants or dedication of development rights, shall be provided to prevent the subsequent use of common open space for any use, structure, improvement, or development other than that shown on the approved Final Plan. The restrictions must be permanent and not for a given period of years and must run with the land. Such covenants and dedications may provide that they may be released, but only with the express written consent of the Board of Trustees.
- (iii) Ownership and maintenance. The Final Plan shall include such provisions for the ownership and maintenance of such open space and improvements as are reasonably necessary to ensure their continuity, care, conservation, maintenance, and operation in accordance with predetermined standards and to ensure that remedial measures will be available to the Village if such open space or improvements are permitted to deteriorate or are not maintained in a condition consistent with the best interests of the planned development or the Village.
- (iv) Property owners' association. When the requirements of the preceding Subparagraph are to be satisfied by the ownership or maintenance of such open space or improvements by a property owners' association, such association shall meet each of the following standards:
 - (1) The by-laws and rules of the association and all declarations, covenants, and restrictions to be recorded must be approved as part of the Detailed Plan prior to becoming effective. Each such document shall provide that it shall not be amended in any manner that would result in it being in violation of the requirements of this subparagraph; and
 - (2) The association must be established and all covenants and restrictions must be recorded prior to the sale of any property within the area of the planned development designated to have the exclusive use of the proposed open space or improvements; and
 - (3) The association must be responsible for casualty and liability insurance, taxes, and the maintenance of the open space and improvements to be deeded to it; and
 - (4) Membership in the association must be mandatory for each property owner and any successive owner having a right to the use or enjoyment of such open space or improvements; and
 - (5) Every property owner having a right to the use or enjoyment of such open space or improvements must pay its pro rata share of the cost of the association by means of an assessment to be levied by the association that meets the requirements for becoming a lien on the property in accordance with statutes of the state of Illinois; and
 - (6) The association must have the right to adjust the assessment to meet changed needs. The membership vote required to authorize such adjustment shall not be fixed at more than two-thirds (2/3) of the members voting on the issue; and
 - (7) The village must be given the right to enforce the covenants; and

- (8) The village must be given the right, after ten (10) days' written notice to the association, to perform any maintenance or repair work that the association has neglected to perform, to assess the membership for such work and to have a lien against the property of any member failing to pay such assessment. For this purpose alone, the village shall have all the rights and powers of the association and its governing body under the agreements and declarations creating the association.
- (f) Landscaping And Perimeter Treatment: Any area of a planned development not used for structures or circulation elements shall be landscaped or otherwise improved. The perimeter of the planned development shall be treated so as to ensure compatibility with surrounding uses by means such as: provision of compatible uses and structures, setbacks, screening, or natural or manmade buffers. Every planned development having twenty (20) or more acres shall provide a perimeter landscaped open space along each of its boundaries; each such open space shall have a minimum depth equal to the minimum front yard required in the district in which it is located or which it abuts, whichever is greater.
- (g) Building And Spacing: No part of any building shall be closer to any part of any other building than ten feet (10'), or three feet (3') if a fire separation wall has been provided satisfactory to the village manager, plus one-half foot (1/2') for each one foot (1') by which either or both of such buildings exceed twenty five feet (25') in height.
- (h) Private Streets: Private streets are prohibited unless expressly approved by the board of trustees. If so approved, they shall meet all construction standards applicable to public streets. No such streets shall be approved except upon the condition that they shall be owned and maintained by a property owners' association meeting the requirements set forth in subsection E2(e)(iv) of this section.
- (i) Sidewalks: A sidewalk meeting the standards of the Hinsdale subdivision ordinance shall be provided along at least one side of every street in or abutting a planned development; provided, however, that such sidewalk may be constructed in a street right of way or as a specific element of the design of the planned development.
- (j) Utilities: All utility lines shall be installed underground.

PLANNED DEVELOPMENT STANDARDS: The Additional Standards for Specific Planned Developments set forth in Section 11-603(E)(3) of the Zoning Code are also found to be met by the Plan Commission. For this project, lifestyle housing is subject to the additional standards listed in Section 11-603(M). Special Exterior Appearance And Design Standards are also set forth Section 11-603(M)(5) and Special Bulk, Yard, And Space Standards are set forth in Section 11-603(M)(6).

Section 11-603(M) states that lifestyle housing is appropriate in furtherance of the following public purposes:

- (a) Local Atmosphere: To maintain the local, "small town" atmosphere of the areas within which lifestyle housing may be developed.
- (b) Compatibility: To ensure compatibility of new development with the existing characteristics of the area.
- (c) Transitional Areas: To protect sensitive areas of transition from one land use to another.
- (d) Attractiveness; Stimulation Of Downtown: To protect and enhance the village's attractiveness to longtime residents and to visitors, and to support and stimulate downtown businesses.
- (e) Strong Economy: To strengthen the economy of the village.

PLANNED DEVELOPMENT FINDINGS: The Plan Commission found these additional standards to have been met at this Concept Plan stage. Holladay Properties Services Midwest, Inc. and Zion Lutheran Church have currently applied for the application jointly. The proposed Vine Street Station site is currently

owned by Zion Lutheran Church and will be purchased by Holiday Properties to be held in unified ownership.

The Vine Street Station site meets the minimum area standards for lifestyle housing outlined in Section 11-603(M) and Planned Developments subject to approval of a Text Amendment to allow lifestyle housing in the O-1 District and a future approval of a Map Amendment to rezone the property to the O-1 District. The site is of sufficient size and shape to be planned and developed as a unified whole capable of meeting the objectives for Planned Developments.

The Village, as deemed necessary, shall provide specific language in compliance with Standard (c) for inclusion in the final covenants, deed restrictions, easements and homeowners declarations. The applicant will provide documents for the Village to review with the Detailed Plan submittal. With the inclusion of such language, the Village finds this standard to have been met.

The applicant is providing adequate public open space pursuant to the Village's Subdivision Ordinance, to meet the requirements listed in Section 11-1-12(G) of the Village Code. The applicant is proposing to construct three separate outdoor park and amenity spaces with a combined area of 0.28-acres, all of which will be privately owned and maintained by a future homeowner's association. The 3,535 square foot pocket park located at the corner of Vine Street and Second Street will be open and accessible to the public, in addition to building residents. The proposed 3,535 square foot pocket park will service as common open space, but does not meet the standard minimum land dedication size of 10,000 square feet in area or the requirement that no dimension measure less than 100 feet. However, the Village Code states that smaller parks can be approved if warranted. Alternatively, private common open space can be approved in place of park land dedication subject to meeting the requirements of Section 11-1-12. If private park space is approved in lieu of public park space, the applicant will be required to depict these outdoor areas as private common open space on the Final Plat of Subdivision and shall record covenants establishing the provisions required by the Village Code. Open space and park land requirements must be verified during the Detailed Plan review stage in accordance with Title 11 of the Village Code. No additional contributions are required at this time. The declarations and covenants of the homeowner's association shall be required, at the time of Detailed and Final Plan approval, to include the various requirements set forth in Section 11-603(E)(2)(e)(iv).

The applicant has provided a preliminary landscape plan that details ample landscaping on site and the conversion of existing non-conforming angled parking spaces on Second Street into a landscaped parkway with street trees. The width of perimeter landscaping is reduced in several areas due to the existing non-conforming building setbacks. The Detailed and Final Plan shall, upon approval, shall provide additional landscaping details, building spacing, sidewalks and utilities in compliance with the requirements of Section 11-603(E)(2). No private streets are proposed.

The Plan Commission found the additional standards for specific Planned Developments set forth in Section 11-603(E)(3) and Section 11-603(M) for lifestyle housing units have been met. The proposed development will maintain the local, small town atmosphere of the area where it is to be developed and will be compatible with the surrounding mix of single-family homes, offices, and church land uses by utilizing an existing historic building and maintaining the current building scale, massing, and height. The development will be located in a transitional area and additional details on the design, landscaping, and lighting will be provided with the Detailed Plan submittal. The architectural details and proposed building elevations were deemed unique and attractive and will support housing at the periphery of the downtown. The project is intended to provide housing for empty nesters and existing residents looking to down-size from their larger single-family homes.

The project largely meets the bulk, yard, and space standards for lifestyle housing set forth in set forth in Section 11-603(M)(6), with the exception of building height, which is an existing non-conforming condition and is not increasing under the proposed project. The applicant has requested several modifications to

the Zoning Code bulk regulations for the O-1 District, fencing, off-street parking, and loading. The project requires zoning relief for various bulk requirements, largely due to existing conditions such as building setbacks. In addition to all other applicable exterior appearance standards, the standards for lifestyle housing set forth in Subsections 11-605(E)(1)(b), (E)(1)(c), (E)(2)(a), (E)(2)(g), (E)(2)(h), (E)(2)(i), (E)(2)(j) and (E)(2)(k) were also deemed to have been met.

FINDINGS ON THE PROPOSED MAJOR ADJUSTMENT TO A PLANNED DEVELOPMENT: The Plan Commission, based upon the evidence presented at the public hearing, and pursuant to Section 11-603 of the Hinsdale Zoning Code, made the following Findings as to the application for a Major Adjustment to the Zion Lutheran Church Planned Development, approved by Ordinance No. 2004-15 and subsequently amended, to remove the proposed Vine Street Station development from the existing Planned Development and to allow for new modifications to the Zoning Code.

The Zion Lutheran Church Planned Development was originally established in 2004 as a 2.3-acre site. Because the property was developed decades before the adoption of the Village's Zoning Code, the existing buildings did not meet various bulk requirements of the IB District and the property was granted relief for existing non-conforming conditions and to allow for a proposed building addition. The Planned Development has been previously altered and reconfigured. A building addition to the membership organization building was previously approved to allow for a child daycare facility on one of the former residential lots. In 2013, two of the single-family homes on Vine Street were removed from the Planned Development and rezoned to the R-4 District, reducing the overall size of the Planned Development and creating new modifications to the Zoning Code.

The applicant intends to purchase 0.61-acres of the 1.96-acre Planned Development site consisting of the former private school building at 125 S. Vine Street and 56.6 feet of the rear yard of 116 S. Grant Street, the single-family home currently used as the Pastor's residence. Approval of a Tentative and Final Plat of Subdivision will be required as part of Detailed Plan for the Vine Street Station Planned Development. There are no other proposed changes within the existing Zion Lutheran Church Planned Development, at either 116 S. Grant Street or 204 S. Grant Street. New modifications to the Zoning Code are requested as a result of removing the 0.61-acre site from the Planned Development. In addition to the requested waivers, all waivers previously granted relative to the Planned Development under the original approval and subsequent amendments shall continue in full force and effect, unless no longer required or are amended.

In accordance with Section 11-603 of the Hinsdale Zoning Code, the Plan Commission shall transmit to the Board of Trustees its recommendation on whether the request is in substantial conformity with the previously approved plans and merits approval, without or without modifications or conditions. The applicant stated that the removal of the Vine Street Station is within substantial conformity with the original approved plans. Staff noted that the project will result in a change to the land uses within the development as well as open space, therefore it appears that the proposed plans are not within substantial conformity with the approved plans. Chairman Cashman stated he agreed with the staff recommendation that the proposal goes beyond a minor modification and is not within substantial conformity. However, the Plan Commission was in support of the project although it is not within the definition of substantial conformity listed in the Zoning Code.

RECOMMENDATION: Based on the findings set forth above, the Village of Hinsdale Plan Commission, by a vote of seven (7) ayes and zero (0) nays, with two (2) absent, recommend approval of a Text Amendment to Section 6-106(E)(4) and Section 11-603(M)(2) of the Zoning Code to allow for Lifestyle Housing as a Special Use in the O-1 Specialty Office District, as submitted, for Case A-35-2021.

By a vote of seven (7) ayes and zero (0) nays, with two (2) absent, the Plan Commission further recommend approval of a Planned Development Concept Plan for the development of Vine Street Station consisting of twelve (12) lifestyle housing units within an existing building located on a 0.61-acre site at

125 S. Vine Street for Case A-35-2021, with the suggested modification that the units be age-targeted, not age-restricted.

By a vote of seven (7) ayes and zero (0) nays, with two (2) absent, the Plan Commission further recommend approval of a Special Use Permit to allow for a Planned Development and Lifestyle Housing in the O-1 Specialty Office District for Vine Street Station for Case A-35-2021.

By a vote of seven (7) ayes and zero (0) nays, with two (2) absent, the Plan Commission further recommend approval of a Major Adjustment to the Zion Lutheran Church Planned Development for Case A-35-2021 to allow for an approval without substantial conformity to remove the proposed Vine Street Station development from the existing Planned Development and to allow for new modifications to the Zoning Code.

Signed: _____

Stephen J. Cashman

Steve Cashman, Chair
Plan Commission
Village of Hinsdale

Date: _____

07/13/22

**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 Tuesday, May 24, 2022 at 7:30 p.m. in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois for the purpose of considering an application from Holladay Properties Services Midwest, Inc. and Zion Lutheran Church for a Text Amendment to Section 6-106(E)(4) and Section 11-603(M)(2) of the Zoning Code to allow for Lifestyle Housing as a Special Use in the O-1 Specialty Office District, a Planned Development Concept Plan with certain associated waivers and/or modifications to applicable Zoning Code provisions, and a Special Use Permit to allow for a Planned Development and Lifestyle Housing in the O-1 Specialty Office District to allow for the development of Vine Street Station, which will consist of twelve (12) lifestyle housing units within a former private school building on a 0.61-acre site located at 125 S. Vine Street.

Concurrently, the applicants are also seeking approval of a Major Adjustment to the Zion Lutheran Church Planned Development, approved by Ordinance No. 2004-15 and subsequently amended, to remove the proposed Vine Street Station development from the existing Planned Development and to allow for certain associated waivers and/or modifications to Zoning Code provisions. The Planned Development currently includes eight (8) parcels with three (3) buildings on a 1.96-acre site in the IB Institutional Buildings District. Holladay Properties intends to purchase 0.61-acres of the 1.96-acre Planned Development site consisting of the former private school building at 125 S. Vine Street and 56.6 feet of the rear yard of 116 S. Grant Street, currently used as a single-family home.

The purpose for the Planned Development Concept Plan application 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 in review of the Planned Development process, and is the basis on which the public hearing is held, thus permitting public consideration and input on the proposal at the earliest possible stage. Following the public hearing, the Plan Commission shall make recommendations to the Village Board of Trustees on the various requests. Contingent on an approved Concept Plan, the Planned Development Detailed Plan will be subsequently submitted to refine the elements of the Concept Plan. Future approval of the Planned Development Detailed Plan and Final Plan, Plat of Subdivision, Exterior Appearance and Site Plan Review, and a Map Amendment to rezone 0.61-acres from the IB Institutional Buildings District to the O-1 Specialty Office District will be required under a separate application.

Copies of documents relating to the proposed request are on file and available for public inspection during regular Village business hours in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois. Please email Village Clerk Christine Bruton at cbruton@villageofhinsdale.org for additional information. This request is known as Case A-35-2021.

The common addresses are 125 S. Vine Street (PINs: 09-12-110-006; 09-12-110-007), 204 S. Grant Street (PINs: 09-12-111-010; 09-12-111-011; 09-12-111-012; 09-12-111-017), and 116 S. Grant Street (PINs: 09-12-110-014; 09-12-110-015) in Hinsdale IL, 60521 and legally described as follows:

LOT 1, THE EAST 70.00 FEET OF LOTS 2 AND 3 AND ALL OF LOTS 4, 5, 6 IN BLOCK 5, ALSO, LOTS 10, 11, 12, AND 13 IN BLOCK 6 ALL IN J.I. CASE'S ADDITION TO HINSDALE,

DUPAGE COUNTY, ILLINOIS, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 13, 1872 AS DOCUMENT NUMBER 15440, IN DUPAGE COUNTY, ILLINOIS.

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

Dated: April 25, 2022

Christine M. Bruton, Village Clerk To be published in the Hinsdalean on April 28, 2022

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

BEFORE THE HINSDALE PLAN COMMISSION

In the Matter of:)
)
)
 ZION LUTHERAN CHURCH)
 Planned Development)
 125 South Vine Street,)
 Case No. A-35-2021,)
 Text Amendment.)

REPORT OF PROCEEDINGS had and testimony
 taken at the hearing of the above- entitled
 matter, before the Hinsdale Plan Commission, at
 19 East Chicago Avenue, Hinsdale, Illinois, on
 May 24, 2022, at the hour of 7:30 p.m.

BOARD MEMBERS PRESENT:

MR. STEPHEN CASHMAN, Chairman;
 MR. JIM KRILLENBERGER, Member;
 MR. MARK WILLOBEE, Member;
 MR. SCOTT MOORE, Member;
 MS. CYNTHIA CURRY, Member;
 MS. ANNA FIASCONE, Member and
 MS. JULIE CRNOVICH, Member.

<p>2</p> <p>1 ALSO PRESENT:</p> <p>2 MS. BETHANY SALMON, Village Planner;</p> <p>3 MR. DREW MITCHELL, Applicant;</p> <p>4 MR. MIKE O'CONNOR, Applicant;</p> <p>5 MR. CHRIS WALSH, Applicant's Architect.</p> <hr/> <p>6</p> <p>7 CHAIRMAN CASHMAN: Case A-35-2021, text</p> <p>8 amendment, planned development concept plan and</p> <p>9 special use permit to allow for the development</p> <p>10 of Vine Street Station consisting of 12 age-</p> <p>11 restricted lifestyle housing units within an</p> <p>12 existing building at 125 South Vine Street and a</p> <p>13 major adjustment to the Zion Lutheran Church</p> <p>14 Planned Development.</p> <p>15 Any individuals who want to speak</p> <p>16 on this matter, if you can please stand and be</p> <p>17 sworn in.</p> <p>18 (WHEREUPON, the oath was</p> <p>19 administered en masse.)</p> <p>07 33 13PM 20 If we can hear from the applicant.</p> <p>21 Welcome.</p> <p>22 MR. MITCHELL: Thank you, guys. Can</p>	<p>4</p> <p>1 downtown Downers Grove, which took a difficult</p> <p>2 to develop site framed in the western edge of</p> <p>3 their downtown, that's a 90-ish unit building.</p> <p>4 It's one of the top two graded apartment</p> <p>5 buildings in the state of Indiana based on</p> <p>6 online user reviews. We are really proud of</p> <p>7 that. We tend to hold our real estate for long-</p> <p>8 term, which is a decidedly different approach to</p> <p>9 how we go about building them.</p> <p>07 34 38PM 10 Who cares about all of that. We</p> <p>11 are here tonight to talk about the Zion school</p> <p>12 at Second and Vine. And I know there's a little</p> <p>13 novelette, I hope we didn't put you to sleep</p> <p>14 reading this in preparation for tonight, but it</p> <p>15 explains how we came across this unique</p> <p>16 opportunity to potentially identify an approach</p> <p>17 to adaptive reuse for this building.</p> <p>18 This school was built in 1931 with</p> <p>19 a major addition in 1961. It had at its peak it</p> <p>07 35 07PM 20 had approximately 200 students that were going</p> <p>21 to school there K through 8. Unfortunately,</p> <p>22 there's been some obsolescence in these smaller</p>
<p>3</p> <p>1 you hear me okay?</p> <p>2 Good evening. My name is Drew</p> <p>3 Mitchell; I'm a resident of Hinsdale. I live</p> <p>4 near Seventh and Garfield and I have been</p> <p>5 raising my family here since 2013 and I love</p> <p>6 this town. I never even knew it existed, grew</p> <p>7 up in Minnesota, found Hinsdale and fell in love</p> <p>8 with it.</p> <p>9 Professionally, I'm a partner with</p> <p>07 33 43PM 10 a real estate development company called</p> <p>11 Holladay Properties. We are a family-owned</p> <p>12 company; we're based in South Bend, Indiana. We</p> <p>13 are entrepreneurial. We take great pride in our</p> <p>14 projects and the buildings that we do. Our</p> <p>15 office is in downtown Clarendon Hills.</p> <p>16 In this area, we are particularly</p> <p>17 known for what's called transit-oriented</p> <p>18 developments, which are medium-sized luxury</p> <p>19 apartment buildings along sort of whistle stop</p> <p>07 34 11PM 20 suburban Chicago.</p> <p>21 The products that you may be</p> <p>22 familiar with would be Burlington Station in</p>	<p>5</p> <p>1 schools in the K through 8 model.</p> <p>2 The school was utilized as a</p> <p>3 private academy for a period of time. That use</p> <p>4 is no longer. The only use as of the last say</p> <p>5 five-ish years has been for utilizing the</p> <p>6 gymnasium for a local baseball team.</p> <p>7 So we became aware of the potential</p> <p>8 of this site to have an alternative use really</p> <p>9 from D181's office relocation analysis where</p> <p>07 35 45PM 10 they support three different sites. This was</p> <p>11 the big loser of the three because of</p> <p>12 obsolescence, because of parking challenges and</p> <p>13 because of perhaps some floodplain issues.</p> <p>14 So, however, we started to study</p> <p>15 it, we being my team of Chris and Mike O'Connor</p> <p>16 and Donald and Laurie and Grace and it starts</p> <p>17 with a tour of the building and we found out</p> <p>18 it's got pretty good bones.</p> <p>19 There's some real special stuff in</p> <p>07 36 13PM 20 this building. There's a two-story stained</p> <p>21 glass window, some of the cornerstones they had</p> <p>22 etched limestone on the building we thought was</p>

<p style="text-align: center;">6</p> <p>1 pretty cool. There's also some garbage on it, 2 if you will. There's glass blocks which, you 3 know, I don't think Steve's probably used that 4 in a long time on any projects that he's been 5 involved in.</p> <p>6 Pastor Klein is here. I hope I 7 don't insult you but there's some pretty ugly 8 grease traps hanging off the side of this 9 building that are facing the neighbors. So 10 we -- in order to take the temperature of the 11 community, which is important in our planning 12 and entitlement process in Hinsdale, we were 13 encouraged by the village staff to host a 14 neighborhood meeting.</p> <p>15 The first neighborhood meeting was 16 hosted in August of 2021. There were people 17 that weren't able to make that meeting; we 18 hosted a second neighborhood meeting in 19 September of 2021.</p> <p>20 I'd like to say that the reactions 21 and the feedback that we got from the 22 neighborhood largely formed the plans that you</p>	<p style="text-align: center;">8</p> <p>1 controlled parking spaces.</p> <p>2 We are targeting a demographic that 3 we have great experience with, which is your 4 downsizing empty nesters. There are precious 5 few places for folks that are downsizing to stay 6 and maintain close roots with their family, 7 particularly when we are talking about trying to 8 have some level of walkability, which is also 9 very much in demand.</p> <p>10 So we got very comfortable that 11 there could be an economically viable project 12 here. One of the things that is probably most 13 intimidating of this process really is the 14 entitlement and in going through the motions in 15 Hinsdale where we take great pride in what we 16 have today and there is a sense that there is 17 some resistance to change.</p> <p>18 This would be a multifamily 19 project. It would be condominium. It would be 20 for sale. The village board very much encouraged 21 us to focus on a 55-plus demographic and not age- 22 targeted which is a way to say you're focused on</p>
<p style="text-align: center;">7</p> <p>1 are seeing this evening. We had incredible 2 attendance, quite frankly, at those neighborhood 3 meetings, particularly relative to what we are 4 seeing tonight. But I would say the project was 5 generally well-embraced and well-received once 6 we got past sort of the fear of unknown and what 7 this might look like and what it would be.</p> <p>8 So since Pastor Klein is here, I'd 9 like to thank the Pastor and the congregation.</p> <p>10 They voted in favor of the sale of this building 11 and this asset to Holladay pending a successful 12 navigation of our entitlement process. But what 13 we are talking about here is taking this 14 building and largely preserving the existing 15 exterior facade with the exception of a couple 16 of things.</p> <p>17 We are putting big, beautiful 18 windows in that would be for each of these units 19 and there's also balconies on these units. The 20 intent is to ramp down on the eastern portion of 21 the site to an underground parking facility that 22 would feature 22-ish underground and temperature</p>	<p style="text-align: center;">9</p> <p>1 that demographic but can do business with 2 anybody. This would truly be age-restricted.</p> <p>3 There would be provisions in our 4 bylaws in the HOA that would prevent certain 5 things that came up both at neighborhood 6 meetings and in the village board meetings 7 related to, for example, storing things on the 8 balcony.</p> <p>9 But there's some renderings.</p> <p>10 Donald, I wouldn't mind if you could show a 11 couple of these real quick. Chris Walsh, our 12 architect, is going to give a bit of a more 13 thorough presentation but I'd love to kind of 14 just tell you what we are doing here.</p> <p>15 So a lot of this limestone -- and 16 most of this exists. We just wouldn't know it 17 because the building hasn't gotten a bath in 18 probably 40 years. So a lot of this is cleaning 19 it up. A lot of it is putting in appropriate, 20 tasteful lighting, both up and down lighting you 21 will see, and then big windows. We are really 22 trying to open up light and allow it to get into</p>

<p style="text-align: center;">10</p> <p>1 the space.</p> <p>2 We have concern that we may only be</p> <p>3 able to get to eight-and-a-half foot ceilings,</p> <p>4 which we wish they were ten. So part of what we</p> <p>5 are doing with these larger windows is letting</p> <p>6 the feel of volume that comes into the space.</p> <p>7 It's a tricky building here because</p> <p>8 you're not really appreciating how far east it</p> <p>9 goes. You can just barely get a glimpse of this</p> <p>07 40 34PM 10 two-story stained glass. If you go in the</p> <p>11 stairway, it is a spiritual moment. The light</p> <p>12 coming in off of this glass, it's really</p> <p>13 wonderful.</p> <p>14 So our plan is actually the</p> <p>15 interior like that and have a soft glow at night</p> <p>16 when you're driving by and really kind of</p> <p>17 embrace that.</p> <p>18 On the front of the building, our</p> <p>19 intent is to create a modest but important</p> <p>07 40 57PM 20 outdoor living space that would allow our</p> <p>21 residents to be able to grill. They would be</p> <p>22 able to have a glass of wine out there, have</p>	<p style="text-align: center;">12</p> <p>1 sitting garden and an opportunity for those who</p> <p>2 have pets to also bring their pets. And one of</p> <p>3 the things that we heard, I can't recall if it</p> <p>4 was the village board meeting or at the</p> <p>5 neighborhood meeting is, you know, nobody really</p> <p>6 needs a pet run around here, everybody is</p> <p>7 walking on the street. So perhaps this can get</p> <p>8 re-envisioned if it were to please the plan</p> <p>9 commission or if we came up with better ideas.</p> <p>07 42 23PM 10 This just gives you an idea of how</p> <p>11 you would navigate getting into the lower level.</p> <p>12 It actually works very well. We would put in an</p> <p>13 elevator over in this space. That would create</p> <p>14 a need to have an elevator overrun on the roof</p> <p>15 of the building but, guys, we put a lot of</p> <p>16 thought into this.</p> <p>17 We are hoping that there's energy</p> <p>18 and reception towards an adaptive reuse of this</p> <p>19 building realizing that multifamily may not be</p> <p>07 42 53PM 20 our favorite word here, maybe I should delete it</p> <p>21 and just start speaking to it as condominium.</p> <p>22 I think that's it. You know, Chris</p>
<p style="text-align: center;">11</p> <p>1 friends or family over; there would be a TV.</p> <p>2 And then we are actually -- we would like to</p> <p>3 poke a hole into this part of the building so</p> <p>4 that you would have interior access and truly</p> <p>5 make it a private space.</p> <p>6 A couple of other things that we</p> <p>7 are doing that I think are pretty important are</p> <p>8 we are allocating space -- green space. So this</p> <p>9 area has had issues with flooding. We are</p> <p>07 41 27PM 10 increasing the amount of permeable space on the</p> <p>11 site, 12 percent, on the gross. It's about a</p> <p>12 40 percent increase though in the amount of</p> <p>13 permeable that exists.</p> <p>14 The idea here would be that we</p> <p>15 would have a public pocket park, so there's</p> <p>16 examples of these really all over, but this</p> <p>17 would be a place if you were walking back from</p> <p>18 Starbucks, you could stop and drink your coffee.</p> <p>19 It would be privately maintained but accessible</p> <p>07 41 55PM 20 to the public.</p> <p>21 On the eastern portion of the site</p> <p>22 we are creating what we are calling a formal</p>	<p style="text-align: center;">13</p> <p>1 and Mike, I don't know if you think I missed</p> <p>2 anything.</p> <p>3 I will tell you that the mayor of</p> <p>4 Downers Grove, I just bumped into him, and he</p> <p>5 doesn't get a vote and, you know, it's another</p> <p>6 town, but he gave me a hug and I said, Mayor,</p> <p>7 what's the hug for? And he was -- went to</p> <p>8 school here all through eighth grade, and he's</p> <p>9 just over the moon about the fact that we are</p> <p>07 43 24PM 10 trying to salvage this building. Because really</p> <p>11 the alternative would be either as a right</p> <p>12 office, which I suppose could happen, however,</p> <p>13 one of the things that my partner Mike and I are</p> <p>14 running into is we are getting communities</p> <p>15 calling us saying we have vacant office and</p> <p>16 would like to rethink this and reimagine this,</p> <p>17 so we have been reacting to that just from sort</p> <p>18 of a macro economic world.</p> <p>19 Another alternative would be more</p> <p>07 43 49PM 20 single-family homes. And while I live in one</p> <p>21 and I know that that represents a big part of</p> <p>22 the underlying fabric here in Hinsdale, we just</p>

<p style="text-align: center;">14</p> <p>1 think this is a really cool opportunity to take</p> <p>2 a building that has historical, or perceived</p> <p>3 historical value, and turn it into something</p> <p>4 that works today and that works for residents</p> <p>5 that live in Hinsdale and allows them to age in</p> <p>6 place here in town.</p> <p>7 So we are thrilled to have the</p> <p>8 ability to be able to see you guys tonight.</p> <p>9 We've been looking forward to this, quite</p> <p>07 44 19PM 10 frankly, for a very long time, and we are eager</p> <p>11 to move this project along should we be able to</p> <p>12 find your support. So thank you very much; I</p> <p>13 really appreciate it.</p> <p>14 MR. O'CONNOR: I want to add one thing</p> <p>15 to what you said about what we're asking for;</p> <p>16 Bethany mentioned it, but we are taking this</p> <p>17 school parcel and we are removing it from the</p> <p>18 existing planned development. That's one thing.</p> <p>19 And then we're asking for a fairly</p> <p>07 44 53PM 20 lengthy list of departures from the code and I</p> <p>21 just want to make sure everyone understands</p> <p>22 we're not doing that because we are unhappy with</p>	<p style="text-align: center;">16</p> <p>1 establishing that line again.</p> <p>2 So I just wanted to add those</p> <p>3 couple of points and I'm going to let Chris walk</p> <p>4 through the design of the project.</p> <p>5 CHAIRMAN CASHMAN: Thank you.</p> <p>6 MR. WALSH: I'm Chris Walsh, the</p> <p>7 architect. I may go over a few things here that</p> <p>8 we already talked about but as Drew mentioned,</p> <p>9 you know, Holladay is doing several projects</p> <p>07 45 44PM 10 here in the area and you can definitely look</p> <p>11 them up and see everything they are doing.</p> <p>12 So this is what Mike is referring</p> <p>13 to. The site is in the IB district right now</p> <p>14 and it's really the campus of the current</p> <p>15 school, the church, parking lot and there's two</p> <p>16 houses just south of the school that were taken</p> <p>17 out and then put back into the R-4 district.</p> <p>18 So part of what Mike is describing</p> <p>19 was -- actually, I'll show you a couple of</p> <p>07 47 15PM 20 slides. We want to break up a couple of these</p> <p>21 things, take the school out of this district,</p> <p>22 just to keep within the codes.</p>
<p style="text-align: center;">15</p> <p>1 the code. We are trying to keep the building</p> <p>2 envelope exactly the same and not kind of change</p> <p>3 the site at all and so everything we are doing</p> <p>4 is inside the building.</p> <p>5 And, I mean, we're going to restore</p> <p>6 the envelope of the building, as I mentioned,</p> <p>7 clean it up, restore it, but all the things that</p> <p>8 exist there and they're causing us to have some</p> <p>9 of these departures for the most part. So thank</p> <p>07 45 29PM 10 you very much. I appreciate it.</p> <p>11 I want to talk about that we are in</p> <p>12 a PUD and we are in an existing PUD and so we</p> <p>13 sort of have to apply on behalf of the church as</p> <p>14 well. And the application was signed by the</p> <p>15 church that they are amending that PUD, it</p> <p>16 affects the adjacent homes, the pastor's</p> <p>17 residence to the east. So there's some subtle</p> <p>18 changes there.</p> <p>19 Actually, that site really doesn't</p> <p>07 46 22PM 20 change. Part of the subdivided lots that that</p> <p>21 home sits on actually have been used for a long</p> <p>22 time by the school and so we are just</p>	<p style="text-align: center;">17</p> <p>1 So this is the building in all its</p> <p>2 glory, current glory right now, and as you can</p> <p>3 see, there are -- you know, it's in need of some</p> <p>4 work. Can't really see everything on here but</p> <p>5 it's a lot of glass block, a lot of old windows</p> <p>6 put in in the '60s, doorways that would be</p> <p>7 reworked. You can see the stained glass window</p> <p>8 in the upper right-hand corner. But if you</p> <p>9 really look close though, there are great</p> <p>07 47 53PM 10 details on this building and the rendering we</p> <p>11 actually did go and measure all the stonework,</p> <p>12 we modeled it the best we could so the rendering</p> <p>13 actually does capture the stonework and</p> <p>14 everything that's there.</p> <p>15 This is the current plat of survey.</p> <p>16 The school is actually on two lots, so it says</p> <p>17 Lot 1 there and it's a little bit deeper and the</p> <p>18 Lot 2 is actually what we call the pastor's</p> <p>19 house. That's the house on the corner on the</p> <p>07 48 23PM 20 other side.</p> <p>21 So we will actually have to give</p> <p>22 some land to the current pastor's house to that</p>

<p style="text-align: center;">18</p> <p>1 Lot 2, make that a conforming lot, 125-foot deep 2 lot but that will be separated on its own and 3 what's left will be part of the school and we 4 feel it's plenty of room to do what we want to 5 do.</p> <p>6 So this is what the current campus 7 for the whole building -- or for the whole 8 church site. So you see in the dark outline is 9 the area where we want to break off for the 10 school portion and then the pastor's house to 11 the right. To the south would be the church 12 with the parking lot and you can see the 13 northwest corner of those two homes that were 14 previously separated. So if you want to read 15 through what we are actually breaking off, the 16 text is forever because it takes into account 17 all of these pieces but just in short, we have 18 to take that out but amend the old PUD.</p> <p>19 So again, one last slide with the 20 site plan. It's hard to see but this actually 21 shows there's a fence at the pastor's -- the 22 single-family home which borders -- there's like</p>	<p style="text-align: center;">20</p> <p>1 that much for a ramp down. So there would be a 2 gradual ramp down just to the east of the 3 building and cars would take a left turn into 4 the garage, there would be a door on the eastern 5 side.</p> <p>6 We figure there would be about 7 three parking spaces at the end of that driveway 8 and like a parcel delivery space or move-in 9 space that would be there as well.</p> <p>10 Inside we did get a comment about 11 8-foot wide parking spaces. Currently, the plan 12 show 8-foot wide. Our problem right now is the 13 next phase getting into that detail plan. We 14 want to have 9-foot wide parking spots, believe 15 me, but right now we aren't exactly sure where 16 all the structure lands so we are being 17 conservative right now. At the end of the day, 18 our plan is to have 9-foot parking spaces. I 19 think it can be done on all the parking spaces 20 but we kind of made the decision not to jump to 21 that yet. Before we get into that, we really 22 need to measure the building, understand how the</p>
<p style="text-align: center;">19</p> <p>1 a playground in the middle. That fence is gone. 2 It's going to move -- that fence is going to 3 move to the east about 15 feet. So if you are 4 standing there, and you want to understand how 5 big that lot will be, it's about a 15 feet move 6 to the east for that fence in the back of the 7 lot. Here it is in a little bit more color.</p> <p>8 MR. MITCHELL: Chris, I'd like to drive 9 home the point. When you say give it back to 10 the pastor's house, if you were to go there, 11 there's a wooden fence right now that's east of 12 where the new lot line would be. There's 13 actually a little further addition of land to 14 what would now be pastor's lot.</p> <p>15 MR. WALSH: So the building, the 16 existing building is three stories. Our 17 proposal is to create 12 dwelling units, 12 18 condos and have 25 spaces of parking.</p> <p>19 This shows the lower level. So we 20 are anticipating dedicating the entire lower 21 level to parking. The new driveway, we are 22 about 6 foot below grade which is really not</p>	<p style="text-align: center;">21</p> <p>1 structure will work and then we can come back to 2 you intelligently and tell you what the parking 3 spaces will be.</p> <p>4 We are asking for a little bit of 5 variance because we are working on existing 6 conditions, our aisle spaces is a little bit 7 below code but again, we are trying to get -- 8 our understanding is it's going to be very 9 luxurious condos, affluent people and we want to 10 have the most space for them, so that's 11 something that we plan to work out as we get 12 into our detail plans. But right now we feel 13 what we have in front of you is very realistic 14 as far as number of spaces.</p> <p>15 So as Drew mentioned, on the east 16 side, that triangular corner, we are planning on 17 landscaping that, creating kind of a public park 18 that people can walk by and welcome to sit on.</p> <p>19 MR. MITCHELL: West side.</p> <p>20 MR. WALSH: Sorry, west side. 21 To the south of the building, kind 22 of in the little side yard along Second Street,</p>

1 is really what we plan to do is create like a
 2 5-foot fence that would be a mix of masonry,
 3 sculpted metal, really have kind of an
 4 ornamental fence with some greenery behind that
 5 to aquify the scene. So people walking by with
 6 their dogs, this is really going to be kind of
 7 the yard for these tenants where they can just
 8 kind of walk down, have coffee, read their iPad,
 9 whatever it is. Maybe sit out there at night,
 10 have some wine. So they would have some privacy
 11 there.

07:53:45PM

12 And then we have the driveway which
 13 kind of separates the pocket park to the right
 14 and we see that as really kind of a landscaped
 15 place with a little bit more space to wander
 16 around. Maybe they are taking their dogs out
 17 there and running around. So there's really
 18 three distinct landscape areas that we have with
 19 this project.

07:54:16PM

20 So again, we have done our initial
 21 layouts. We feel, you know, comfortable. These
 22 are roughly the size units we can get about

1 1,100 to 1,600 square foot units, a mix of 2 and
 2 3 bedrooms and each of them would have an
 3 outdoor space. It's something Holladay really
 4 impresses with all of their projects to have
 5 some outdoor space. These would be 6-foot deep
 6 balconies they can go there and sit. There was
 7 a little bit of concern with the balconies, some
 8 talk, but I think after people have gotten used
 9 to it they understand this is their front porch,
 10 these people need somewhere to kind of sit out,
 11 offer safety in a community as well. Since
 12 people are sitting out there, they are watching
 13 the street. I encourage these should be
 14 included even though I know this is one of the
 15 variances that we are asking for.

07:55:00PM

16 But as Drew mentioned as well, it
 17 would be an elevator building. We are planning
 18 on keeping the staircases where they are.
 19 There's actually a third staircase that would be
 20 removed kind of the north side of the building
 21 that was part of the original 1930s building.

07:55:28PM

22 So you see the existing building in

1 the bottom left and then we are -- feel good.
 2 The rendering would be the final product and as
 3 I mentioned, we actually did take a lot of care
 4 in this rendering to highlight all the limestone
 5 that's actually there. The brickwork, really if
 6 you get a chance if you stop and look at it,
 7 there really is a lot of detail to this
 8 building, especially this portion on the corner
 9 that's the old 1931 building.

07:56:12PM

10 MR. MITCHELL: Contrast it to the
 11 picture on the lower left. That's what we are
 12 seeing today and I really think this could be
 13 magical. I really do. I have partners who are
 14 wondering what the heck I'm doing on this. This
 15 is a \$6 million-ish project, \$8 million project,
 16 it's 12 units, it's for sale, you know,
 17 operating income and I don't really care. I'm
 18 excited about this opportunity to save this
 19 building and I think our community would really
 20 value it. So I just want you to know this isn't
 21 about making a bunch of money, guys. This is
 22 about having fun, maybe shortening my commute

07:56:39PM

1 one or two days a week because it is in my
 2 backyard so if there's selfishness, maybe that's
 3 it, but I don't know what we are celebrating
 4 here on the lower left but I do think that this
 5 canvas can be celebrated and that's what I'm
 6 hoping we are conveying loudly today. So
 7 thanks, Chris.

07:57:12PM

8 MR. WALSH: Again, this is the look
 9 from the other side. There's the fence we are
 10 talking about. There's discreet but there was
 11 metal work, an ornamental fence. The window,
 12 the glass -- stained-glass window that's there,
 13 like Drew said. There is another picture here
 14 from the inside. That doesn't even do it
 15 justice from what it looks like on the inside.
 16 But the intent would be to backlight it, softly
 17 backlight it, give it a little glow and at night
 18 it would be a nice element that people could
 19 enjoy from the street.

07:57:46PM

20 Outdoor area, and then you get a
 21 little glimpse of what we are anticipating, a
 22 car ramp down.

1 Just kind of an overall comment.
 2 Drew touched on it. We are actually increasing
 3 the permeable area. That's a good thing. So
 4 the main thing I would get across on this slide,
 5 you know, it shows the existing condition of the
 6 parking lot at the top. You can kind of see
 7 that we are making more green and less pavement.

8 Conceptual landscape plan. It's
 9 not too much different than what we had shown
 10 before. I know this is really hard to see. You
 11 have it in your packet.

12 Our plan is to spend money on the
 13 landscape, create three distinct landscaped
 14 areas. It might not be the final final plant
 15 layouts but that's something we plan to work out
 16 in the end.

17 MR. MITCHELL: I would just add that
 18 this exhibit was informed by (inaudible) our
 19 arborist who walked the site. We tried to
 20 identify which trees were really important to
 21 save, what he considered, I think his word was
 22 garbage, but there are some great trees out here

1 and then there's some stuff that's not and we
 2 want trees. We want to have that. So just
 3 mostly trying to share that the village arborist
 4 has reviewed the site.

5 MR. WALSH: Again, a little more detail
 6 plan. Just some of the imagery of what we are
 7 seeing on this site with the furniture, the
 8 planting, the benches, that kind of thing. I'm
 9 not going to go through this in detail. This is
 10 more of an imagery board, kind of give you an
 11 understanding to the site.

12 So a little picture. This is to
 13 highlight some of the stonework that's there and
 14 also the glass block window and there is a
 15 cornerstone with a 1931 on it. All this would
 16 get cleaned.

17 You can get a better look at the
 18 main entry on the right-hand side, which again,
 19 all the stonework, the detail that is in this
 20 building. Soldier course is the brick. It's a
 21 beautiful building. They don't build them like
 22 this anymore.

1 And then from the inside the
 2 stained-glass window which is in great shape on
 3 the inside; it's really bright. It's just they
 4 put a really kind of older window on the outside
 5 that's gotten very fogged up so you really can't
 6 appreciate it unless -- you can see on the left-
 7 hand side where they just kind of put protective
 8 window but we want to see what we can do to get
 9 that blue and colors on the outside.

10 So these are more technical
 11 drawings. Basically it's what we have looked
 12 at. We are asking for variances on the height
 13 but we are not changing the height of the
 14 building, we are just stating what the building
 15 height is. We aren't that far off than what the
 16 current code is. The rear setback is about 6
 17 feet, a little over 6 feet. I know it's going
 18 to be more than that. The front setback off the
 19 street is about 28 feet.

20 We are close on some, we are not on
 21 others, but it's an existing building. There's
 22 only so much we can do so we ask for everybody

1 to be reasonable. We are going to ask for some
 2 variances, we have to, and a lot of these are on
 3 setbacks.

4 MR. MITCHELL: Thank you.

5 So I guess beyond that, we bring in
 6 attention to detail to these projects that are
 7 important. We understand how this demographic
 8 lives. We have been bringing fiberoptic into
 9 our buildings and often all the way to the
 10 units, which we believe all of us should be
 11 driving electric vehicles in 20 years. We are
 12 providing sufficient panel space. We plan to
 13 have electrical charging station in this
 14 building and we can't wait to hear what you guys
 15 have to say. You might be sick of hearing from
 16 us. So thank you very much. I really
 17 appreciate you guys giving us this audience.
 18 And thank you, Pastor. They have been very
 19 patient with us. We live in a world where we
 20 have a contract, right, and we are trying to
 21 perform within that contract and so I just want
 22 you to know how much we appreciate you and the

1 congregation having given us the time to
2 navigate a gauntlet like this in a town that
3 doesn't -- we have standards and there's a
4 reason why and you go through our community and
5 you understand why we have these great
6 standards. So thank you very much. We really
7 appreciate it.

8 CHAIRMAN CASHMAN: Thank you, Drew.
9 Commissioners? Cynthia, questions

08 02 56PM 10 for the applicant?

11 MS. CURRY: A couple questions. One
12 was going to be are they condos or apartments
13 because I was led to believe it was condos but
14 it is most definitely condominiums that will be
15 being purchased; correct?

16 MR. MITCHELL: Yes, that's correct.
17 These would be for sale condominiums and I'll
18 just offer it because it came up previously.

19 There were questions about whether
08 03 15PM 20 these could be turned into rentals or could be
21 turned into Airbnbs and the idea would be that
22 we would utilize the bylaws of the building to

1 prevent that.

2 MS. CURRY: Can I ask a couple of more?

3 CHAIRMAN CASHMAN: Yes. Go ahead.

4 MS. CURRY: Elevators. One elevator in
5 the building?

6 MR. MITCHELL: That's correct. This
7 would be a single elevator. We believe it would
8 be a Cone aid with an extended ceiling height
9 which makes move in/move out a little bit
08 03 41PM 10 easier. A lot of people don't know this, it's
11 only like \$1,500 to get another foot when you
12 are putting in an elevator. We always do it but
13 it would just be one single elevator.

14 MS. CURRY: One of my biggest concern
15 is traffic and the entry level in the two
16 bedrooms, what are you looking at the price
17 point of these, from what to what?

18 MR. MITCHELL: Sure. So the first
19 question was related to vehicular traffic.

08 04 10PM 20 So I guess what I would say to that
21 is whatever was there as a school of 200 kids, I
22 mean, we are looking what could be done, right,

1 as an office building would pale in comparison
2 to a building like this.

3 There's a perception often that
4 even much larger projects that we are involved
5 in are huge traffic generators. And they tend
6 not to be one because we're doing walkable
7 product and that does influence how people go
8 and get things like coffee. We can walk to a
9 grocery store from this location, so traffic
08 04 40PM 10 will be a nonissue. I suspect we will be
11 obligated to provide a traffic study as part of
12 the plan commission process and our formal
13 submittal.

14 The second question -- oh, boy.

15 MS. CURRY: Price.

16 MR. MITCHELL: Oh, price. You know, if
17 you asked me a year ago, I would have felt a lot
18 more comfortable answering that question. We
19 are facing unprecedented interest rate increases
08 05 05PM 20 on a percentage basis as well as price
21 volatility. And it is a heck of a double whammy
22 in our business.

1 So we really thought that these
2 would be probably in the high sixes to the mid
3 nines-ish but we just don't know right now. We
4 are kind of flying blindly knowing that there's
5 a lot of demand and there may not be -- there
6 may be a lot of price elasticity in Hinsdale.
7 So not sure but that would be my kind of dark
8 range if you forced me to it.

9 MS. CURRY: With the market and nobody
08 05 45PM 10 has a magnifying glass to tell where we are
11 going but that might impact where -- is there
12 any fear generated around where this may end up
13 by the time you finish them.

14 MR. MITCHELL: I'm not afraid. I think
15 it's going to be hard for us to get hurt on this
16 if we do it well and we do it thoughtfully and
17 we aren't rushing.

18 I mean, a big next step is really
19 getting inside this building and understanding
08 06 13PM 20 what we have to work with, so that's where we
21 could goof up by not properly understanding, for
22 example, the structure of how we could, you

1 know, delineate between units and what we have
2 done so far has not been us just in a vacuum and
3 we have been in the building.

4 But, you know, even if rates
5 continue to go up or even if home prices
6 continue to go up, I believe that we're
7 reasonably well-insulated in this community
8 because I believe people want to live here and
9 it really is a special place, right. I mean,
10 whether it's uniquely Thursdays or you can't get
11 a Starbucks without a drive-thru in Illinois
12 anywhere and then we just saw a Starbucks as I
13 pulled out. People want to be here, guys.

14 The other part of this is really
15 that a lot of folks who may have a mother or an
16 aunt that they would love to live here because I
17 think your alternatives, while they are great at
18 maybe it's the Hamptons of Hinsdale or maybe
19 it's the development at County Line and 55th,
20 but it doesn't provide walkability. And so to
21 me that's part of this urban heartbeat is being
22 able to have access to the parks, seeing younger

1 people biking and walking and throwing the ball
2 to their dog.

3 So I also think that -- I mentioned
4 this project to a friend who's a realtor and I
5 couldn't have been more disappointed with the
6 reaction. It was very nonplused. It was, you
7 know, that corner is dark and it feels gross and
8 it was like really disappointing reaction. I'm
9 not going to hire this person at some point.

10 But I think perhaps the building today is
11 contributing to that feeling at this particular
12 corner and I actually think this could really
13 create some positive energy for this little
14 pocket of Hinsdale.

15 I noticed even the building
16 immediately north of us, which is like 119 South
17 Vine, just underwent a pretty thoughtful rehab
18 and so I just think quality investment gets
19 quality investment.

20 So one of the things that's been
21 purely, truly a joy for me is professionally
22 seeing what happens when we build great

1 buildings because it is absolutely energizing to
2 stuff around us. So, you know, I can just say
3 that.

4 I guess, you know, Chris, did a
5 very nice introduction of Holladay but can you
6 go see what we are doing. Our project in
7 downtown Westmont at Cass and Quincy is game-
8 changing for their downtown. They had over 30
9 commercial vacancies before we started this
10 project and they have virtually none now and it
11 was a huge bet on our part but we study data, we
12 understood who is going to want to live there
13 and we are 40 percent leased and we don't even
14 open for two months and nobody's been in the
15 building.

16 So it speaks to the quality of our
17 projects, the desirability or walkability, and
18 I've probably answered your question. Sorry.

19 MS. CURRY: I don't want to monopolize,
20 but one of my concerns was the parking though
21 and the 8-foot versus the 9 and the aisle space
22 being more limited. I'm guessing occupants of

1 this will probably have two cars, I think a lot
2 more may have electric cars, they are going to
3 be older. I think there's only one space that's
4 a larger space, am I wrong, for access?

5 MR. WALSH: One handicap.

6 MS. CURRY: I'm just wondering if you
7 need more. And I know you are limited and I
8 appreciate the fact you are trying to fit within
9 that structure. I think it looks beautiful, so
10 just a few questions, and I don't want to
11 monopolize.

12 MR. MITCHELL: I'd like to quickly
13 react to that. We hear you. We know everybody
14 gets really frustrated when there's narrow
15 spots.

16 When you live in a building, it's
17 very different than going in a random parking
18 garage, so I feel like you sort of get to know
19 your three-point turn or whatever you are doing.
20 But we are going to try to make that as gracious
21 and as wide as we possibly can and I think what
22 Chris is doing is a little trick to give himself

1 some flexibility when he starts really ripping
2 open the cereal box, what am I going to do, but
3 when he gets inside of this and trying to
4 understand what -- but we are going to have to
5 come back to you guys to get our formal approval
6 and I think we will have that pretty dialed in
7 at that point. I don't want to monopolize.

8 CHAIRMAN CASHMAN: Any time, Cynthia.

9 Jim?

08 10 45PM 10 MR. KRILLENBERGER: My kids went to
11 preschool in the building and I'm a big fan of
12 the building. I'm thrilled it's being converted
13 to 12 units.

14 So can you elaborate a little bit
15 on the open space that's next to the pastor's
16 residence? That's for residents of the building
17 use rather than public use; right?

18 MR. MITCHELL: Yes. I think if I were
19 able to zoom in, I would really zoom in on this
08 11 10PM 20 picture right here.

21 So this was our inspirational
22 picture, the second from the top right, and it's

1 really a sitting garden. But the idea would be
2 -- we don't know how much it will be used but
3 part of it is just being beautiful and so
4 driving by and seeing that and knowing you could
5 go out there and read a book was the thought.
6 So am I answering --

7 MR. KRILLENBERGER: Yes, absolutely.
8 Is there -- and I don't know what -- I know when
9 we did the approval of the property at 55th and
08 11 38PM 10 Garfield, there was a lot of talk about
11 homeowner's association and bylaws and you
12 mentioned that.

13 Given the parking concerns, is
14 there expected to be a provision that will keep
15 that open space rather than concrete, asphalt,
16 new parking?

17 MR. MITCHELL: So if that were a
18 concern, I think that that's something that
19 could become perhaps a deed restriction. I
08 12 08PM 20 don't know how they would ever pull a permit to
21 pave that. People would lose their lid.

22 I'm glad you weren't asking me to

1 put parking there, we don't want to. We don't
2 really want any more parking. We feel very
3 comfortable at a 2 to 1 level and we are
4 actually a little more than that and we have
5 room for visitors and room for drop-off.

6 So if the concern was long-term
7 maintenance and somehow it not being appealing,
8 I'm not concerned about that because I feel like
9 just for the sheer sake of preservation of
08 12 39PM 10 homeowner values, your HOA is going to take it
11 pretty seriously.

12 I worry that they -- not worry.
13 They may have a better idea once they are living
14 here how that space could be used and so that to
15 me is a more likely outcome that at some point
16 they are coming back and saying hey, we
17 rethought this space or it felt like it was
18 public and people were using it or -- and maybe
19 that's a requirement. I'm not trying to put --
08 13 03PM 20 the village president talks about handcuffs --

21 CHAIRMAN CASHMAN: I think he said he
22 does.

1 MR. MITCHELL: And we don't like
2 unnecessary handcuffs and he said we love
3 unnecessary handcuffs but the idea would be we
4 have the land. We want it to be cool. We want
5 it to be celebrated by the people that live here
6 and we just don't know if we have the best idea
7 yet.

8 You know, we like our inspirational
9 imagery. We live in an area where there's
08 13 37PM 10 really two seasons, road construction, and all
11 that. It's not going to be a four season place
12 right now. Could it be? Should it be? So we
13 don't know.

14 But we are willing to devote more
15 time and energy to that and we are receptive to
16 ideas too. In fact, part of the reason why we
17 are so confident in what we've done is because
18 the neighbors have their fingerprints on it and
19 they reacted to what we are proposing and we
08 14 03PM 20 really don't have tremendous pride in
21 authorship here; we like good ideas. So thank
22 you for those questions.

<p style="text-align: center;">42</p> <p>1 MR. KRILLENBERGER: Okay. And then you</p> <p>2 are asking for a variation in the height</p> <p>3 restrictions and that's strictly related to the</p> <p>4 elevator?</p> <p>5 MR. MITCHELL: My understanding is it's</p> <p>6 actually related to the existing building but</p> <p>7 it's because it's nonconforming, we technically</p> <p>8 have to ask for a variance for height because we</p> <p>9 are utilizing the existing structure.</p> <p>08 14 33PM 10 Did I get that right, Chris?</p> <p>11 MR. WALSH: Yes.</p> <p>12 MR. MITCHELL: Thank you.</p> <p>13 MR. KRILLENBERGER: I have no more</p> <p>14 questions.</p> <p>15 MR. MITCHELL: Thank you very much.</p> <p>16 CHAIRMAN CASHMAN: Thanks, Jim.</p> <p>17 Julie?</p> <p>18 MS. CRNOVICH: I was at the first</p> <p>19 neighbor meeting and thank you so much for</p> <p>08 14 53PM 20 meeting with the neighbors so well in advance</p> <p>21 and listening to their feedback and their</p> <p>22 concerns.</p>	<p style="text-align: center;">44</p> <p>1 And so the perceived potential controversial</p> <p>2 nature of this project to begin with we were</p> <p>3 encouraged to not couple this project with any</p> <p>4 adjustment to traffic.</p> <p>5 What I will share, and I have to</p> <p>6 because you asked about it and you were there,</p> <p>7 it does appear that the neighbors almost</p> <p>8 unanimously would like to see a return of Second</p> <p>9 Street from one way to two way and there's a</p> <p>08 16 36PM 10 variety of reasons why and it dealt with safety,</p> <p>11 it dealt with convenience and it also dealt with</p> <p>12 obsolescence with the need for that one way.</p> <p>13 That was originally for drop-offs when you had</p> <p>14 200 kids and now you don't. So that's it.</p> <p>15 MS. CRNOVICH: I know sometimes the</p> <p>16 streets along there, like when Saint Isaac get's</p> <p>17 out traffic there has been really heavy. Has</p> <p>18 there been any talks about putting like a stop</p> <p>19 sign out on Grant Street and Second?</p> <p>08 17 37PM 20 MR. MITCHELL: Grant and Second would</p> <p>21 be the intersection on the east of this site</p> <p>22 plan. I haven't heard anything about that. We</p>
<p style="text-align: center;">43</p> <p>1 I had a question about age-</p> <p>2 restricted, which I believe you answered.</p> <p>3 Could you talk a little bit about</p> <p>4 Second Street, about how that's going to change?</p> <p>5 MR. MITCHELL: Yes. I'd be happy to.</p> <p>6 But are you talking about directionally?</p> <p>7 MS. CRNOVICH: Yes.</p> <p>8 MR. MITCHELL: Okay. Before I go to</p> <p>9 that, there are nonconforming parking spaces on</p> <p>08 15 27PM 10 the north side of Second Street in front of the</p> <p>11 Zion school that was probably paved when Chris</p> <p>12 was in diapers or somebody else. Those go away.</p> <p>13 You now have right-of-way that's a manicured</p> <p>14 landscape, tree planting. I'm towing around</p> <p>15 Second Street because I was asked to not try to</p> <p>16 -- to avoid making it an issue by the village</p> <p>17 board.</p> <p>18 But at the neighborhood meeting</p> <p>19 there was contemplation converting Second Street</p> <p>08 16 03PM 20 from a one way to a two way street. The concern</p> <p>21 is attaching that adjustment to this project is</p> <p>22 that that could be controversial on its own.</p>	<p style="text-align: center;">45</p> <p>1 are totally all ears on ways to improve safety.</p> <p>2 MS. CRNOVICH: Sometimes, like, when</p> <p>3 there's a lot of snow it's hard to see to get</p> <p>4 across there, especially during rush-hour</p> <p>5 traffic.</p> <p>6 MR. MITCHELL: I guess I would defer to</p> <p>7 public works and we can probably easily look and</p> <p>8 see if we've had complaints or there's a sense</p> <p>9 that we need a four-way stop here. You are not</p> <p>08 17 45PM 10 going to find us resisting that or not</p> <p>11 necessarily supporting that because I don't know</p> <p>12 that we have the experience.</p> <p>13 MR. O'CONNOR: We did have a</p> <p>14 preliminary review by a traffic consultant and</p> <p>15 there is a traffic memo in the document.</p> <p>16 CHAIRMAN CASHMAN: Yes, they</p> <p>17 recommended converting it to two way.</p> <p>18 MR. MITCHELL: And that's our engineer,</p> <p>19 KLOA?</p> <p>08 18 03PM 20 CHAIRMAN CASHMAN: I feel like I was on</p> <p>21 this commission when it was converted to one way</p> <p>22 but for school, it's much more common around</p>

<p style="text-align: center;">46</p> <p>1 schools because it's huge drop-off and pick-up</p> <p>2 traffic and crossing guards and it's a whole</p> <p>3 different scenario.</p> <p>4 MS. CRNOVICH: Yes, there's a lot going</p> <p>5 on. Thank you for answering that question.</p> <p>6 Now there's going to be screens on</p> <p>7 top of the building to hide any mechanicals?</p> <p>8 MR. WALSH: Yes. We would comply with</p> <p>9 the screening requirements for all the</p> <p>10 mechanicals on the top of the building. So the</p> <p>11 bottom from the rear is really where you would</p> <p>12 see them more. The parapet wall goes around the</p> <p>13 three sides so the back is really where you</p> <p>14 would see them and they are going to be pretty</p> <p>15 high up.</p> <p>16 MR. MITCHELL: The back meaning from</p> <p>17 north looking south?</p> <p>18 MR. WALSH: Yes.</p> <p>19 MR. MITCHELL: That's kind of a</p> <p>20 whatever angle to me and I don't mean to</p> <p>21 diminish the neighbor in any way but it's part</p> <p>22 -- it's a parking lot. These are office</p>	<p style="text-align: center;">48</p> <p>1 into our projects that allowed it to become sort</p> <p>2 of a cornerstone of our program.</p> <p>3 It's not going away unless we come</p> <p>4 up with a better vision for the eastern portion</p> <p>5 of the site. I actually really do like what we</p> <p>6 are planning there. I think it will work well.</p> <p>7 So no, not going away at this time.</p> <p>8 MS. CRNOVICH: I guess my concern would</p> <p>9 just be a lot of barking.</p> <p>10 CHAIRMAN CASHMAN: Well, you are in a</p> <p>11 much more of a residential setting than some of</p> <p>12 your other TOD projects, people walk their dogs</p> <p>13 around the neighborhood or go to Katherine Legge</p> <p>14 or whatever.</p> <p>15 MR. MITCHELL: Yes. Thank you.</p> <p>16 CHAIRMAN CASHMAN: Mark?</p> <p>17 MR. WILLOBEE: Following up on the</p> <p>18 two-way street. If you are trying to de-couple</p> <p>19 from talking about that, one of your renderings</p> <p>20 does show two-way.</p> <p>21 MR. MITCHELL: Fair comment.</p> <p>22 MR. WILLOBEE: So guest parking, I did</p>
<p style="text-align: center;">47</p> <p>1 buildings, former residences converted to office</p> <p>2 and there's not much to be desired back there at</p> <p>3 this point.</p> <p>4 I think the right answer is yes, we</p> <p>5 screen. We don't want you to see the mechanical</p> <p>6 units and I don't think you'd let us.</p> <p>7 MR. WALSH: Yes, they are pretty high</p> <p>8 parapet walls currently will serve to screen</p> <p>9 what's there.</p> <p>10 MS. CRNOVICH: Great.</p> <p>11 One more question. So do you think</p> <p>12 the dog run will be out?</p> <p>13 MR. MITCHELL: No, I don't, actually.</p> <p>14 I mean, we had somebody after the village board</p> <p>15 presentation say, people aren't going to use it</p> <p>16 because everybody walks their dogs on the</p> <p>17 sidewalks here and actually, I tend to agree.</p> <p>18 On our TOD projects we devote a lot</p> <p>19 of space to pet spas and we have dog runs with</p> <p>20 permeable turf that are irrigated and that all</p> <p>21 the business runs away. So it's this embrace of</p> <p>22 love for animals that has sort of made its way</p>	<p style="text-align: center;">49</p> <p>1 have a question about that. I was recently at</p> <p>2 one of the businesses on Grant and they</p> <p>3 complained about people having guests taking</p> <p>4 their spots for business along the street and</p> <p>5 things like that. So I know you said you have</p> <p>6 -- is it just those three outdoor spots for</p> <p>7 guest parking?</p> <p>8 MR. MITCHELL: Yes. So currently, it's</p> <p>9 three. There's homes in Hinsdale where there's</p> <p>10 none right now and in my house included, so I</p> <p>11 have to call up and I get a temporary pass</p> <p>12 overnight. I'm thrilled that we have three.</p> <p>13 There are ways that we could look</p> <p>14 at having additional parking on Second Street</p> <p>15 though we don't need it. I actually think it's</p> <p>16 the right number. I think we are going to be</p> <p>17 comfortable and where it's going to probably</p> <p>18 have a problem would be Christmas when</p> <p>19 everybody's gone but these folks maybe perhaps</p> <p>20 not as mobile and they are going to know their</p> <p>21 neighbor, and so could we park in your spot over</p> <p>22 the weekend. That really does happen. So I'm</p>

<p style="text-align: center;">50</p> <p>1 not really worried about it but I appreciate why 2 you are bringing it up. 3 MR. WILLOBEE: Yes. No. And again, it 4 was just happenstance that somebody mentioned 5 that to me two weeks ago. 6 Then as far as the park, so the 7 public park on the west side, is that going to 8 be HOA responsibility to maintain? 9 MR. MITCHELL: Yes. So it would be the 10 HOA responsibility to maintain. It would have 11 sort of two paths. So you have a path off of 12 Vine running due east, you have a path off of 13 Second at the southwest corner of the building 14 running north with an artistic element in the 15 middle and yes, it would be maintained and 16 clearly be a place anybody can go and sit down 17 and enjoy themselves and we'd probably put poop 18 bags out there, you know, just out of 19 convenience and maybe a little trash, but yes, 20 we would maintain it in perpetuity. 21 MR. WILLOBEE: The other thing, what I 22 think about is the ability of people to</p>	<p style="text-align: center;">52</p> <p>1 MR. WILLOBEE: Okay. 2 MR. KRILLENBERGER: Mark, before you 3 go. 4 Is drainage at issue in this 5 discussion? 6 MR. WILLOBEE: That was my next 7 question. You mentioned a couple of times it's 8 in a floodplain. I didn't get a chance to look 9 at the insurance study. 10 Is it in the 100 year floodplain or 11 are we just using a figure of speech? 12 MR. O'CONNOR: It is in the floodplain. 13 The issue with it is that there's -- there are 14 openings that are slightly below base flood 15 elevation but they are easily adjusted. And 16 part of the project will be to do that. So it's 17 really just raising a step, adding a step as you 18 are coming into the building, and then the 19 opening that we are going -- well, first of all, 20 all the openings that are at the lower level of 21 the building are going to be now the garage. 22 All of those will be sealed and covered with</p>
<p style="text-align: center;">51</p> <p>1 understand that's there for them to enjoy as 2 the public. I mean, I don't know if I'd go if 3 there's an apartment or a condo building, I 4 don't know if I'd just go and sit and hang out 5 in a place if I thought it was associated with 6 the building itself. 7 MR. MITCHELL: There's really easy ways 8 to do that. One idea you just gave me, and 9 Pastor is here, maybe this could be a gift from 10 Zion church, via the HOA to the community and it 11 says, Gifted by Zion to the community of 12 Hinsdale, and it wraps whatever elements we put 13 in the center of it. I think there's ways that 14 we could sort of cleverly allow people to 15 understand that this really is for your 16 consumption and benefit. 17 MR. WILLOBEE: I would like something 18 like that to let people know. 19 MR. MITCHELL: And we could pay homage 20 to the church and this great building that has 21 adorned this corner for so many years, over 90 22 years.</p>	<p style="text-align: center;">53</p> <p>1 masonry enclosed. 2 And then the ramp that goes down to 3 create the entrance for the cars to pull into 4 that level, the ramp will have -- I'll use the 5 word berm but it's not going to look like a 6 berm. It's just going to have a little 7 (indicating) at the edge of the property that 8 will tie into the grading of the property to tie 9 into the grade at the step to get into the 10 entrance, it will all be above the base flood 11 elevation. So that's how it will be engineered. 12 And we went to DuPage county, got 13 permission from them, or direction from them, as 14 to how we could use the lower level. We 15 couldn't use the lower level for dwelling. It 16 was used for classroom space but the current 17 code you wouldn't be able to do that, but we can 18 park cars there but we can't have any other uses 19 down there per se, you know, any kind of 20 function of the building can't be down there. 21 MR. WILLOBEE: So will you be able to 22 do like a little map amendment so these people</p>

1 don't have to pay flood insurance or are they
2 going to be required to pay flood insurance?

3 MR. O'CONNOR: I suppose that we would,
4 as it relates to the grading that I just
5 described, we would but their units are well
6 above.

7 MR. WILLOBEE: Right. I'm just saying
8 from an HOA perspective of having to pay.

9 MR. O'CONNOR: I'd have to research
08 26 35PM 10 that question, ask our engineer about the answer
11 to that question and get back to you. But I
12 think there would be a minor modification to
13 that by our grading plan that I described.

14 MR. MITCHELL: I'm just going to add to
15 that. When we first started exploring this
16 project, we were like, there's something that's
17 going to blow up on us and we initially thought
18 it would be being in the floodplain and that is
19 why our first stop was the DuPage county
08 27 04PM 20 stormwater. We got all those folks in a room
21 and the objective is presented by the DuPage
22 county board member helped us set up the meeting

1 and how do we save this building. And it's
2 actually like two inches of ramping gets us
3 before the BFE. Where we are filling it in, it
4 will be brick to match the existing structure so
5 we are trying to not draw attention to it.

6 We have an elevator going down
7 there, Mark, it's not that -- my understanding
8 was the mechanicals, like we could have electric
9 vehicle charging stations but they have to be
08 27 38PM 10 above a certain height so they might feel a
11 little weird, right, they are up here, we are
12 trying to adhere to that base flood elevation
13 not having mechanicals put in below that.

14 MR. WILLOBEE: Okay. I was thinking
15 about it when I kept hearing floodplain,
16 floodplain and then subgrade, electric car
17 storage.

18 MR. MITCHELL: My understanding is this
19 is going to be something that comes up if
08 27 58PM 20 somebody is trying to get a mortgage and how it
21 affects their homeowner's insurance so there are
22 things for sure that we don't know right now and

1 we are going to have to get better educated on.

2 MR. WILLOBEE: Okay. That's helpful.
3 Then my last question.

4 So I know there's mention are the
5 dumpsters also going in that basement are or
6 garage?

7 MR. WALSH: Yes. We would have a trash
8 room down in the basement, kind of hard to see,
9 but it's to the left as you turn in that garage
08 28 33PM 10 door right here. (Indicating.)

11 MR. WILLOBEE: So then they roll them
12 out to the --

13 MR. WALSH: Yes, the plan would be the
14 garbage truck off the street back down the ramp
15 they could roll out the dumpsters, throw them
16 out and the garbage truck would pull away.

17 MR. WILLOBEE: Okay. All right.
18 That's all I have, Steve.

19 CHAIRMAN CASHMAN: Okay.
08 28 52PM 20 Anna?

21 MS. FIASCONE: It's a beautiful
22 building, looks great and I know so many people

1 are going to be so excited that you're
2 preserving the facade, it's going to be great.

3 The village board asked us to look
4 at three things presumably. One specifically is
5 that they be age restriction and I know it seems
6 like that's kind of agreed upon but I just
7 wanted to go on the record stating that I think
8 that's putting undo pressure on the development
9 making it 55-plus restricted.

08 29 21PM 10 Right now the market, yes, they
11 will sell immediately, it will be gone in a
12 second, but we've been around long enough where
13 that's not always the case and I think having
14 it -- it's 12 units.

15 I do not think that's going to put
16 any pressure on our schools whatsoever and if
17 the HOA puts rules into the bylaws or whatnot,
18 like we did at Hinsdale Meadows, I just don't
19 see it being an issue.

08 29 47PM 20 I don't think it's going to be your
21 issue, I think it's going to be my issue as a
22 realtor having to resell these one day and

1 making it 55-plus. So it's a little on the
2 selfish side, I guess, but I think for the
3 village as a whole we shouldn't do that.

4 I think the Clay town homes over by
5 Kramers and Hinsdale Meadows those aren't
6 restricted and that's never really been a huge
7 issue since I've lived here at least. So I know
8 that the village has a strong opinion on that,
9 the board, but I just wanted to put my two cents
10 on that one. So I don't know if you have a
11 strong preference on that.

12 MR. MITCHELL: So I'm pleased, really,
13 thank you for bringing that up.

14 This kind of falls in the
15 unnecessary handcuffs category and I think it's
16 really probably trying to get in front of the
17 potential of children living in this building,
18 which would almost certainly never happen.

19 Even at this price point, my sense
20 is that there are single-family homes that are
21 sub 700,000. I moved into one in a starter home
22 that was 30 percent less than that when I first

08 30 24PM

08 30 47PM

1 because I totally agree with you. I don't think
2 you are going to have an issue with under 55
3 wanting to live here and then it creates some
4 weird concerns like, for example, if mom is
5 getting older and son wants -- and he's 48 and
6 wants to live here and now you have a neighbor
7 calling on the neighbor or mom passes away and
8 son is still there. You know it does to me
9 actually create more potential down the road for
10 issues but I'm not -- I don't want to stick my
11 neck out on it and so I don't know how to
12 navigate that other than being able to reference
13 that one of our plan commissioners brought this
14 up and questioned sort of the underlying thought
15 and I genuinely appreciate you bringing that up.

16 CHAIRMAN CASHMAN: Scott?

17 MR. MOORE: I like going last and being
18 new. I just have a couple of questions.

19 And first of all, I do like it. We
20 have talked about all three sides outside. What
21 about the north side that's going to run along
22 the fence, what are your plans on that and

08 32 22PM

08 32 53PM

1 moved to Hinsdale and so this just wouldn't be
2 your first stopping point. It just doesn't make
3 sense, it's not how families live.

4 In our other TOD projects, you
5 know, it's really two demographics, it's your
6 millennials or your pre-household formation, so
7 they are singles, professionals, maybe they are
8 engaged. The minute they have a baby, they are
9 out. They just don't want to live there. So I
10 just can't imagine.

11 Now, I do think you are limiting
12 unfortunately divorcee population where there's
13 family disruption, this might be a logical place
14 for dad to move. I also think it could create
15 some consternation on the part of the buyer
16 knowing that their buyer pool is eventually
17 limited but we are trying to be agreeable
18 because our eye is on the prize of identifying I
19 the path of salvaging the Zion school.

20 So if that's going to be the major
21 issue, I would roll over on it, but I'm pleased
22 that professionally you offered that opinion

08 31 21PM

08 31 50PM

1 fencing that area in and what's that going to
2 look like for the neighbors?
3 MR. WALSH: So we do have -- that
4 probably gets the most windows added to it to be
5 honest with you. It's in the bottom elevation,
6 you see there, and you saw before what that
7 looked like but it's pretty bad true.

8 MR. MITCHELL: Would you go to that,
9 the one that shows it?

10 MR. WALSH: So that bottom right.

11 MR. MITCHELL: Bottom left to me is
12 perhaps the most informing. I mean, it's a lot
13 of gutters right now, no penetrations, it's a
14 little dialed down brick, you're not getting
15 that red brick, which still it's a nice brick
16 but I think this does need some thought.

17 For us, we kind of want the
18 building to sort of stop here and maybe this
19 gets grass and sort of becomes, you know, maybe
20 there's an agreement with the neighbor we are
21 mowing that strip. I don't think you need the
22 sidewalk there anymore.

08 33 32PM

08 34 01PM

1 MR. WALSH: So currently we have a
2 fence, you know, like a wood fence that will go
3 from that corner Drew just pointed to to the lot
4 line and then all the way down the lot line to
5 kind of break that neighbors' view of that whole
6 side there. And then, like I said, we would be
7 opening up a lot more openings of glass and then
8 there are a couple of balconies that will stick
9 out that way.

08 34 34PM

10 The plan is to put trees, shrubs,
11 you know, along the fence line to add additional
12 screening. I believe there's something in the
13 code about you have to have stone or something
14 there, am I right, in that side yard?

15 MS. SALMON: I believe you need some
16 sort of landscaping.

08 34 58PM

17 MR. WALSH: It is dictated in your code
18 that that has to be landscaped and in our
19 landscape plan there is, you know, the
20 beginnings or our thoughts on how that could be
21 addressed. So that is the plan is really to
22 have a wood fence that would block the view

1 along with shrubs and then a revamped
2 presentation.

3 MR. MITCHELL: There is a double --
4 there is a stairwell, as Chris pointed out, on
5 the north side that we will be removing and
6 filling in with brick. So right now there's
7 actually ingress/egress out on that part of the
8 site.

08 35 33PM

9 MR. WALSH: Now the brick on that side
10 is the common brick so it is a different color.
11 Right now there is no plan to swap out all the
12 brick and match the entire elevation but we
13 wouldn't match the existing brick that way but
14 this is just how they built buildings. The
15 backside is always --

16 MR. MITCHELL: I think it will look
17 great with a bath. It needs a bath.

18 MR. MOORE: So cleaning and
19 tuckpointing all that.

08 35 59PM

20 MR. MITCHELL: Yes. That's right.

21 MR. MOORE: The second thing that I
22 think I'm looking at is on the east elevation

1 where I know you are not looking at the stained
2 glass, the stained glass is on the left-hand
3 side of that element.

4 Can windows be put in there, into
5 that stairwell area to try and --

6 MR. WALSH: We did -- we got this
7 feedback late but there is an opportunity. So
8 the first portion of that is the stairwell and
9 we already have the stained glass on the one
10 side but we do have the end of that hallway, so
11 we are talking about we could probably add
12 windows into that hallway.

08 36 32PM

13 MR. MOORE: Just to kind of make it not
14 quite as flat and liven it up a little bit.

15 MR. MITCHELL: Perhaps at the end of
16 this hallway and then you would have light
17 coming in.

18 MR. WALSH: So right here I think there
19 is an opportunity to add some more windows.

08 36 58PM

20 MR. MITCHELL: That's a good
21 suggestion.

22 MR. WALSH: So possibly. It's harder

1 in the stairwell with just fire codes and things
2 like that, we would rather stay away from that.

3 The other thing we can look at is
4 maybe is there metal work or something that we
5 can add to the building, maybe vines or some
6 sort of landscaping or something like that.

7 MR. MOORE: Will there be a sprinkler
8 system for all the outside landscaping and all
9 of that?

08 37 26PM

10 MR. MITCHELL: Yes, we would have an
11 irrigation system.

12 MR. MOORE: Thank you. All right. I
13 don't have anything further.

14 CHAIRMAN CASHMAN: Thanks, Scott.

15 MS. CURRY: Could I just ask a quick
16 question?

17 CHAIRMAN CASHMAN: Yes.

18 MS. CURRY: Have you looked at staining
19 the brick?

08 37 41PM

20 MR. WALSH: That is a possibility. I
21 mean, there are some great companies that do
22 that, you know, it's something we can definitely

1 look at. But like I said, currently that's --
2 that's down the road.

3 CHAIRMAN CASHMAN: It's not very
4 visible. It almost looks like a plan for a
5 future expansion or something with the common
6 brick on that side because the building north of
7 there is so close, it's not noticeable.

8 MR. MITCHELL: You are right. Why
9 don't you give us a chance to think about this
10 and talk to some masonry experts and we may come
11 back and say we really think that brick should
12 stay and perhaps there's a staining approach,
13 perhaps we put a new skin on it but we will look
14 at that.

15 CHAIRMAN CASHMAN: I really like the
16 concept. I think it's fantastic to take this
17 historic building and to repurpose it. It's
18 great for the environment. I do think it's
19 unique for this type of housing in Hinsdale, you
20 know, it's not right in the downtown, it's very
21 close, it's close to Grant Square. I could
22 really see the attractiveness of that.

1 It was interesting Anna's comment
2 about the age-targeted versus age-restricted.
3 I'm pretty sure the initial package we saw it
4 was described as age-targeted and that was
5 before you met with the board and then you went
6 to age-restricted. I think maybe as a
7 commission we can talk about that separately.

8 A couple of things. There was one
9 little typo, I think I told I told you and it
10 kind of threw me off because it said you needed
11 28 parking spaces, it should have been 18 and
12 you are providing 25 and you comply but it's
13 just a typo.

14 There was one comment about the
15 width of the parking and I lived in a building
16 like this where you do get to know your parking
17 spaces, especially when you're paying for them,
18 and a typical residential garage door for a
19 2-car is 16-feet wide.

20 I think if you can't make it work,
21 I think you are going to be fine and it's just a
22 matter of structure and what you can accomplish

1 there. I don't really have a problem with that.
2 I think if you end up somewhere between 8 and 9,
3 it's fine.

4 I'm pretty sure when we had the
5 District 86 and the high school we reduced the
6 widths of the parking spaces there because
7 schools typically since you are coming in one
8 time, leaving at the day, you can also go with
9 smaller parking spaces so I'm not concerned on
10 that item.

11 The comment -- there's a thing in
12 here about the pocket park and it's like you're
13 really close, maybe 300 feet, but I think it's
14 close enough and I do like -- I mean, we have
15 pocket parks around town. Hinsdale Meadows put
16 in two of at least. Yes, I think there's two
17 there. And I do think it would be a nice
18 amenity for that neighborhood. I'm not sure,
19 you know, envisioning myself living there I
20 don't know what that east parcel needs to be, I
21 like the visuals and the idea of having space
22 for these people. I don't know that we need

1 swing sets and things like that but I'm
2 comfortable with the pocket park you show. If
3 the neighbors really had an issue, were looking
4 for more park space, that would be one thing but
5 I defer to the neighbors.

6 I think when we get to further down
7 the road, illumination of the exterior would be
8 kind of crucial. I like the aesthetic but I
9 would really want to look at it from the
10 neighbors' point of view because even though I
11 think it's important to highlight some of those
12 details, I also don't want it glowing for the
13 neighbors because it's fairly dark and subdued
14 in that neighborhood. It's a nice neighborhood.

15 So parking space size. We talked
16 about open space. The area that you have with
17 the English garden wall, which I really like
18 that concept, I do think even though it will
19 require a variation to create that space, I
20 think it's important because you need to have
21 some space like that beyond a balcony and I
22 think it's very tastefully done. I think it

<p style="text-align: center;">70</p> <p>1 ties in really well with the architecture of the</p> <p>2 building and you're really not projecting any</p> <p>3 more to the south than the existing building</p> <p>4 currently is so I think even the way you are</p> <p>5 showing it, I really like the detail you are</p> <p>6 showing because it looks like it was always</p> <p>7 there and I do think they, the neighbors, should</p> <p>8 have a spot like that. You basically would be</p> <p>9 across the street from the backyard of that</p> <p>08 42 14PM 10 house that's being renovated. I could see them</p> <p>11 having their fire pit back there and putting in</p> <p>12 an outside TV so I think it fits in with the</p> <p>13 residential nature of the neighborhood. So I do</p> <p>14 think that pocket park is a nice public benefit.</p> <p>15 There was one question in here, I</p> <p>16 think it was from staff that was about the</p> <p>17 existing planned development and whether these</p> <p>18 modifications we are talking about related to</p> <p>19 that, whether that's considered substantial</p> <p>08 42 45PM 20 conformity like the change. I think this is</p> <p>21 kind of beyond that. Even though I know it's</p> <p>22 more paperwork and jumping through some hoops,</p>	<p style="text-align: center;">72</p> <p>1 there's anyone in the audience, any community</p> <p>2 members that would like to speak out on this</p> <p>3 matter.</p> <p>4 Yes sir. If you can come up here</p> <p>5 and just tell us your name and we'd love to hear</p> <p>6 what you have to say.</p> <p>7 MR. HEINZ: Thank you for the</p> <p>8 opportunity to speak. My name is Tom Heinz,</p> <p>9 H-e-i-n-z, and I live at 115 South Vine Street.</p> <p>08 44 15PM 10 So I'm across from the building, the home that</p> <p>11 has been converted into offices.</p> <p>12 I have lived there for 44 years now</p> <p>13 and we raised our children there and I remember</p> <p>14 when it was a school too, you know, the dropping</p> <p>15 off in the morning was something we hardly</p> <p>16 noticed at all. Of course we were getting our</p> <p>17 own kids to school and getting off to work but</p> <p>18 now I'm retired and I can sit around and look</p> <p>19 out my window and really check it out and see</p> <p>08 44 48PM 20 what's going on.</p> <p>21 First of all, Mr. Mitchell and</p> <p>22 Holladay Properties have come up with a</p>
<p style="text-align: center;">71</p> <p>1 it would be one thing if we were just making</p> <p>2 some slight modifications to the PUD, but we are</p> <p>3 changing FAR, everything to the good, but we are</p> <p>4 changing a bunch of things. So my intention</p> <p>5 would be to go with the staff's recommendation</p> <p>6 that that is a little bit beyond a minor</p> <p>7 modification.</p> <p>8 But it was interesting historically</p> <p>9 looking at all the things we did with the church</p> <p>08 43 20PM 10 was the same thing when we basically had to</p> <p>11 create all these variances because this is an</p> <p>12 existing historic building from the 1915s and</p> <p>13 there was no zoning code back then. It was</p> <p>14 like, try to keep it on your property, don't</p> <p>15 build in the street. So it all makes sense to</p> <p>16 me.</p> <p>17 With that, those are all the</p> <p>18 comments I have. I really think you did a great</p> <p>19 job on the packet, it was very informative, very</p> <p>08 43 48PM 20 well -- a lot of detail which we always</p> <p>21 appreciate as commissioners.</p> <p>22 With that I'd like to hear if</p>	<p style="text-align: center;">73</p> <p>1 beautiful building I think. I love it and I</p> <p>2 would happily look across the street at that</p> <p>3 rather than the school that's there now.</p> <p>4 I have two concerns and they both</p> <p>5 have been addressed to some extent. Parking.</p> <p>6 Not so much traffic but parking. And the</p> <p>7 floodplain.</p> <p>8 So with the parking, when we moved</p> <p>9 in it was called a buffer zone and those four</p> <p>08 45 24PM 10 homes converted with offices that had to be low</p> <p>11 traffic generating so they were a lawyer's</p> <p>12 office and architect, things you hardly noticed</p> <p>13 that they were having customers at all.</p> <p>14 As things changed and they were</p> <p>15 bought and turned into other businesses, at one</p> <p>16 point the village required them to pave there</p> <p>17 behind the building so that their customers</p> <p>18 could park there and not be on Vine Street. So</p> <p>19 they all have done that, however, in a couple of</p> <p>08 46 08PM 20 cases they turned into parking for the people</p> <p>21 who work there and the customers may or may not</p> <p>22 even know they are allowed to park back there</p>

1 but I don't know how you solve that.
 2 What happened though recently is
 3 the third building in has become a counseling
 4 center. There are, I believe, 24 counselors
 5 that work out of that office having hour
 6 appointments that go all day long and into the
 7 evening on a couple of days. So you have people
 8 coming and going every hour looking for parking.
 9 And there's almost always a full row of cars on
 10 that side of the street. There's a sign that
 11 says no parking here to corner that's no longer
 12 observed and two to three-hour parking, that's
 13 not bad because appointments are only an hour,
 14 but our side of the street is no parking and
 15 that's what I want to make sure does not change.
 16 I think Mr. Mitchell used the term
 17 urban heartbeat and that's the urban heartbeat I
 18 do not want. My daughter and her family live in
 19 river north and I know what it's like to just
 20 live with cars parked on both sides of your
 21 street and that's not why we moved to Hinsdale.
 22 So it was originally no parking on that side of

1 the street because of the school zone but even
 2 after the school closed, it's remained that way.
 3 However it used to say no parking this side of
 4 street. For some reason it changed to no
 5 parking and there's one no parking sign in our
 6 neighbors' on the left and two houses down on
 7 the right but my yard doesn't have one so
 8 there's people who come and park there because
 9 there's no room on the other side of the street.
 10 Well, since I'm retired and home all day long, I
 11 can go out there and say, um, excuse me, but
 12 there's no parking on this side of the street.
 13 And I always say, I wouldn't want you to get a
 14 ticket.
 15 So anyway, the point is it's just
 16 become very, very busy. So anything that this
 17 building generates in terms of visitor parking
 18 with people that live there -- for the people
 19 that live there -- no longer will they have
 20 those diagonal spots that you are going to
 21 remove on Second Street, I just want to make
 22 sure that it doesn't become a place where

1 there's parking allowed on both sides of the
 2 street because now the lawn services are there
 3 and they will park there because there's nowhere
 4 on the other side of the street to park and it's
 5 very difficult to get through when there's cars.
 6 So I think I made that point.
 7 CHAIRMAN CASHMAN: It's a narrow
 8 street.
 9 MR. HEINZ: So the two parking places
 10 per unit that they're recommending here, I mean,
 11 I'm just hoping that that's like almost a
 12 requirement, you have to use those spots
 13 because, like, there's no overnight parking.
 14 Is there overnight parking on any
 15 streets in Hinsdale?
 16 CHAIRMAN CASHMAN: No, not without
 17 contacting the village hall.
 18 MR. HEINZ: They can't have guests
 19 parking on the street. That's one concern.
 20 The other concern is the flood zone
 21 and I am in it; we have our house paid off, so I
 22 can no longer pay the insurance anymore but when

1 it rains heavily, that intersection of Vine
 2 Street and Hinsdale Avenue water comes all the
 3 way up to my house, I'm the second house, not
 4 the corner house but I'm the second house in but
 5 it's come all the way up to my driveway. So
 6 anything -- and that has gotten worse over the
 7 years and I don't know why, what's been
 8 redirected there or not but it's gotten worse.
 9 So, you know, I know you are going
 10 to deal with the drainage but I mean, it seems
 11 like people always want to get it done so that
 12 it doesn't have any negative effect on anybody
 13 but on the other hand, you never really know
 14 until it's done and then all of a sudden the
 15 retention pond the neighbor put in so their yard
 16 doesn't get wet anymore now your yard has a lake
 17 in it.
 18 But any ways. So if there's
 19 anything that can be required of that to where
 20 no more water is directed onto Vine Street. I
 21 don't know where else it's going to go but we
 22 can't take any more water on that street. So

1 those are the two concerns I have.
 2 I do think it's a beautiful
 3 building and you are really doing a great job of
 4 restoring it. So I'm in favor of all that but
 5 those are my two concerns.
 6 CHAIRMAN CASHMAN: Thank you, Tom.
 7 Anyone else? Ann?
 8 (No response.)
 9 Just here to observe.

08 51 23PM

10 MS. SMITH: I have a question.
 11 CHAIRMAN CASHMAN: Oh, sure. You can
 12 come up.
 13 MS. SMITH: Ann Smith, and I live on
 14 Third Street, so I'm a block away. But same
 15 thing, I think most of the neighbors feel
 16 positively about the building being reused and
 17 re-loved.
 18 Could you put parking on Second
 19 Street so your guests can park in front of your
 20 house? You know, you are taking the parallel
 21 spots but can't they just park on Second Street
 22 like they park on Third Street and Fourth

08 51 46PM

1 Street?
 2 CHAIRMAN CASHMAN: I don't see why not.
 3 MS. SMITH: Usually it's on one side
 4 because I have to agree with him, the traffic
 5 now down across from Tom is pretty bad.
 6 CHAIRMAN CASHMAN: Is that the third
 7 building, the one closest to this building that
 8 has all the traffic? Is that the counseling
 9 building?

08 52 12PM

10 MR. HEINZ: Next to this building is
 11 the building that's just been restored, the
 12 yellow.

13 MS. SMITH: And they have a full
 14 parking lot in their back and I'm kind of
 15 interested why none of the parents, maybe it
 16 would be better for them to make their U-turn
 17 back there so people can park there. Again,
 18 maybe not enough space. Couldn't we put parking
 19 on Second?

08 52 37PM

20 MR. HEINZ: On my way to this meeting
 21 tonight I looked behind and there were seven
 22 cars parked back there.

1 MS. SMITH: I'm sure the therapists are
 2 parked there but it's bigger than it looks.

3 MR. MITCHELL: I think what Ann is
 4 talking about is couldn't we just have regular
 5 parallel parking. And I think the answer is
 6 absolutely we could.

7 CHAIRMAN CASHMAN: Right.

8 MS. SMITH: If you left it as a one-way
 9 street, of course you could put parallel parking
 10 on both sides but if you are going to make it
 11 two way, just one side.

08 53 04PM

12 CHAIRMAN CASHMAN: Being a neighbor,
 13 what are your thoughts about one-way versus
 14 two-way?

15 MS. SMITH: I don't live on Second
 16 Street.

17 CHAIRMAN CASHMAN: Tom would probably
 18 have a good opinion on that.

19 MR. HEINZ: I do have an opinion. I
 20 think actually it would be better as a two-way
 21 because if you think of all those people, the 24
 22 cars that are parked in the basement, if they

08 53 23PM

1 come out to leave and it's a one-way street,
 2 they have to turn right and come down my street
 3 or they can turn left and go down Grant Street.

4 CHAIRMAN CASHMAN: Okay.

5 MS. SMITH: My only thought is if there
 6 is a preschool at the church, I don't know,
 7 there's a pretty hefty line. They go through
 8 your parking lot and stay off the street but I
 9 didn't know if that would affect the traffic.

08 53 55PM

10 CHAIRMAN CASHMAN: Thanks, Ann.

11 MR. KRILLENBERGER: Is there any
 12 thought about the church and the development
 13 making a parking arrangement. I don't know if
 14 Zion Lutheran has excess parking ever.

15 MR. MITCHELL: I promised Pastor if he
 16 came, we would avoid putting him on the spot.
 17 What I'd like to do what's been collaborative
 18 with other communities.

19 So our Burlington Station project
 20 in downtown Downers Grove is adjacent to a Metra
 21 lot and those parking spots are really important
 22 7 to really 11 a.m. and after that point they

08 54 20PM

1 are really generally pretty flexible.

2 There could be a world where
3 perhaps there's an annual donation to the church
4 from the HOA and on an occasional basis there's
5 an evening stay and it occurs in their lot, you
6 know.

7 And, Pastor, perhaps you want to
8 talk to Suzanne or somebody else. But I'd be
9 reluctant to make you commit to anything today
10 but our experience has been that you can be
11 neighborly and there are ways to just have
12 conversations and kind of limit. We will make
13 the pie bigger would be a different way to say
14 it and it works. So that's it.

15 MS. FIASCONE: So back to the flooding
16 point.

17 Is there an extensive sump pump
18 system down there right now? I mean, does that
19 building flood a lot?

20 MR. MITCHELL: That building is bone
21 dry. It really is. And I'm not -- I can't
22 speak to the existing mechanical system. We

08 54 54PM

08 55 19PM

1 MS. FIASCONE: It's the residential
2 properties that put it to the street.

3 CHAIRMAN CASHMAN: I know.

4 MS. FIASCONE: So just a note.

5 MR. MITCHELL: This is actually my
6 weakest part of my job is when I get into
7 stormwater and civil engineering and Mike is an
8 engineer, that's why he jumped up right away to
9 help me on the BFE and raising that, so I don't
10 know how to speak any further to that other than
11 --

08 56 51PM

12 MR. O'CONNOR: I think we would share
13 all these comments with our civil engineer who's
14 going to design, create a hundred percent set of
15 engineering drawings.

16 CHAIRMAN CASHMAN: The village will
17 review it and also the county but stormwater is
18 pretty much we leave as much up to the village
19 and the county and DuPage is tough.

20 MR. O'CONNOR: It will get a lot more
21 scrutiny, continued scrutiny.

22 MR. MOORE: And the permeable though is

08 57 16PM

1 know we are -- I mean, we are going to have a
2 ramp that even though it has a little berm in
3 the front, it's going to need a trench drain
4 because there's stuff that's going to melt and
5 then we are going to need to move that out.

6 I do think that where I'm
7 disappointed we said it's a 12 percent increase
8 of permeable because it's really going from
9 27 percent of site to 40, and it's almost a
10 50 percent increase. So I think the earth will
11 accept more water here. I also think with this
12 garden use that will be -- they will be thirsty
13 plants that are in there as well versus what's
14 really been mulch and a playground in asphalt.

15 MS. FIASCONE: I would just say when
16 you start dealing with those -- where all that
17 that water is going to drain, just make sure not
18 to put it onto the street just because I've
19 dealt with so many low areas in Hinsdale where
20 it's just --

21 CHAIRMAN CASHMAN: Only residential
22 properties get away with that.

08 59 54PM

08 59 25PM

1 pretty much the pocket park, that's the increase
2 on the permeable, right?

3 MR. MITCHELL: It's actually largely
4 coming from these angled parking spaces that are
5 going away and that's a big part of it as well.

6 MR. O'CONNOR: And that parking lot.

7 MR. MITCHELL: Of course, the parking
8 lot, but you are adding impermeable here at the
9 bottom of your ramp, and then this is pretty
10 much was and remains permeable although the
11 grade will change and then we can use permeable
12 pavers here, which I think this is currently
13 factoring into our impermeable calculation, and
14 we can use permeable materials there.

15 So we are hearing this and I think
16 you can just have smart design and even talk to
17 the arborist about what trees will suck up the
18 most water because that can really help out a
19 lot.

20 Mike's going to kill me but --

21 well, Mike hates when I say that, too, but I
22 feel like there's a way you can put a vault in,

08 57 44PM

08 58 14PM

1 and this is money, right, and now you are
2 telling me how to spend money, but maybe a vault
3 could go back here and it's a collaboration with
4 public works and it sits back here and we put
5 something over it and --

6 CHAIRMAN CASHMAN: Well, I was
7 wondering when you talk about raising the
8 entries and stuff, will you need compensatory
9 storage to offset that with the county?

08 58 45PM 10 MR. O'CONNOR: We are talking about --

11 CHAIRMAN CASHMAN: I know it's pretty
12 small and you might be under the threshold but
13 if you cross the threshold, then you have to add
14 something.

15 MR. KRILLENBERGER: And that
16 intersection, as Mr. Heinz mentioned, I have
17 seen cars actually flood out trying to drive
18 through so it's a major problem.

19 MR. WILLOBEE: I was just going to
08 59 03PM 20 mention I mean, obviously turning it permeable
21 is great but, like, it sounds like a regional
22 issue that we are dealing with here, so the more

1 you can make that functional storage, you know,
2 could you make the parkway, you know, some type
3 of water retention system or something like
4 that, that's still not going to help it sounds
5 like with the events we are dealing with. I'd
6 explore vaults too, but I'm not trying to spend
7 your money but anything that you can help.

8 MR. O'CONNOR: It comes with the --

9 MR. WILLOBEE: Is this combined sewer
08 59 48PM 10 in the area?

11 MR. O'CONNOR: Chris points out the
12 entire site isn't a floodplain just the corner.

13 CHAIRMAN CASHMAN: Just the lower
14 corner, okay.

15 MR. MITCHELL: I also just wonder
16 aloud, you know, Mr. Heinz's comment where are
17 these businesses parking and then all of a
18 sudden we have gravel lots that are getting
19 paved that are further aggravating the problem
09 00 11PM 20 and so you know, we have to be careful about
21 making this building solve all of the
22 neighborhood issues but we are willing to figure

1 out, try to identify ways that we can help and
2 certainly what I'm pleased about is one we are
3 saving this structure.

4 I want to react quickly to the
5 comment your appreciation of this residential
6 amenity in front of our building. It's really
7 important, we think, to our residents to have
8 that space and we were concerned that somehow
9 that may die on the vine and actually affect the
10 utility and function of these units so I

08 00 38PM 11 appreciate you mentioning that. So it's saving
12 the building, not adding the storm problem so
13 I'm very pleased we have identified a way to
14 increase the amount of permeable surface by
15 40 percent, we are willing to continue to look
16 at ways to further improve this localized
17 situation here as it relates to stormwater.

18 MR. WILLOBEE: On that note, I think
19 the comment was made this is the lowest part of
09 01 06PM 20 Hinsdale and part of what comes with the
21 territory. Well we have to take these
22 opportunities, like yourself, coming in, great

1 opportunity to try to do some retrofits to solve
2 the problem and that's how you chip away at it
3 in time and I know we don't incentivize that
4 through ordinances and things like that just my
5 opinion to look for those opportunities to start
6 dealing with some of these flood problems.

7 MR. MITCHELL: That's good planning and
8 we understand it and appreciate it.

9 CHAIRMAN CASHMAN: Commissioners, just
09 01 37PM 10 one thing I did want to hear you chime in on is
11 this age-targeted versus age-restricted.

12 Anna brought that point up, I'd be
13 curious what's your thoughts are. Maybe, Scott,
14 you want to start with that?

15 It's an interesting point, you
16 know, not only now but for future resale.
17 Hinsdale Meadows that was age-targeted and I
18 know people have moved in there and they are not
19 moving in there with families.

09 02 08PM 20 I would think the same thing I have
21 a friend who lives in downtown Downers, trying
22 to remember what her's is called but you

1 described it perfectly, it's either really young
2 people with no kids or it's divorcees or
3 whatever, people that retire and you don't see
4 kids; there's not strollers bouncing around the
5 building, it's a different mindset, it's a
6 different target audience.

7 MR. KRILLENBERGER: Would this be the
8 only age-restricted set of units in Hinsdale?
9 Because as you mentioned, Hinsdale Meadows, we
10 went down this road and through their HOA and
11 their bylaws, made prohibitions no swingsets, no
12 basketball courts.

13 CHAIRMAN CASHMAN: The one on Lincoln.
14 I don't remember what that was but that's not
15 restricted.

16 MS. SALMON: No.

17 CHAIRMAN CASHMAN: That's not
18 restricted either.

19 So what are your thoughts, Scott?

20 MR. MOORE: I could see both sides. I
21 mean, I could see why it's property rights and
22 you are owning it, it's a condo, it's not a

1 rental place so targeting that does affect
2 resale. So I think it goes to your point a
3 little bit further though I understand what the
4 objective of the project is and I understand
5 where you guys are trying to go. The question
6 is do we want to codify and, again, the handcuff
7 situation goes on.

8 I think I'd probably lean away from
9 restricting it and probably target it and I

10 think the way you finish the units, the way you
11 put this together will also be a guidance as far
12 as that is concerned as well. So I'm sure you
13 are thinking of that you would probably put into
14 it that would also have a draw to it to
15 particular age groups.

16 CHAIRMAN CASHMAN: That's a good point.
17 And like when we did Hinsdale Meadows when we
18 got to the detail approval we were into the
19 language of the HOA and everything to try to
20 make sure that it delivered what we wanted.

21 Mark?

22 MR. WILLOBEE: Yes, I'm of the same

1 opinion. I like targeted, I don't like the
2 restricted. I don't like dictating the market
3 value of these units through what we are doing.
4 I think what we did on Hinsdale Meadows through
5 looking at the covenants, through the HOA
6 agreement, I think that's the way you limit what
7 don't want, so that's my opinion.

8 CHAIRMAN CASHMAN: Julie?

9 MS. CRNOVICH: I would like to see some
10 data on that. I would like to see how many
11 children are living in Hinsdale Meadows and I'd
12 also like a comparison maybe some of the new
13 condo developments in downtown Clarendon Hills.
14 I can see it both ways but we do have to think
15 of our schools too.

16 CHAIRMAN CASHMAN: I thought when we
17 asked the schools in the past they were pretty
18 noncommittal. I don't think they wanted to get
19 a horse in the race.

20 MS. CRNOVICH: I don't know. Is it
21 possible to get that information somehow,
22 Bethany?

1 MS. SALMON: We did about a year ago
2 when we started talking with Holladay Properties
3 contacted Hinsdale Meadows and they were still
4 not fully built out, but I do remember them
5 saying there were very few children in there.
6 We can once again ask them, I don't know if they
7 are keeping that information now that the
8 properties have sold but we can see if they do
9 have that.

10 MS. FIASCONE: I just think like, for
11 example, Briarwood Lakes where there's hundreds
12 of units, right, that makes total sense to be 55
13 and older because that would (inaudible), they
14 would have to build a new school, but this is
15 12 units.

16 MS. CRNOVICH: That's true.

17 CHAIRMAN CASHMAN: I mean, you could
18 have two houses here with a bunch of kids.
19 Jim?

20 MR. KRILLENBERGER: I don't like age-
21 restrictions either. I think we did a very nice
22 job with Hinsdale Meadows.

1 What's been your experience at
2 Burlington Station? I know it's not exactly the
3 same, but --
4 MR. MITCHELL: So it's a 94-unit
5 building, so it's roughly 8 times larger. We,
6 to my knowledge, have had no net new children to
7 the school district which is important because
8 there's a tip in the calculations that go into
9 that. I do know that we have a divorced dad who
10 has two children who visit.

09 06 48PW

11 So our experience has been there
12 are virtually none. And I think the reason why
13 is that these products actually kind of to some
14 of the points that were made are not really
15 designed for that lifestyle and if you are
16 pursuing that life, there's a better value out
17 there than this particular product.

18 You know, it's not just a condo,
19 there's HOA fees that are also going towards the
20 upkeep so the perception is that this isn't a
21 value relative to what else is out there.

09 07 14PW

22 We have a really cool project on a

1 tricky to develop site that's starting in August
2 of this year in downtown Glen Ellyn and a very
3 challenging community and entitlement agreement
4 that we would pay the school district \$16,000
5 per student for any student that moves into our
6 building which if you are getting \$2,000 a unit
7 it's \$24,000 a year it would take all the fun
8 out. So we are putting our money where our
9 mouth is, so to speak, by making that
10 commitment.

09 07 51PW

11 The last thing came out of our
12 second neighborhood meeting, which was a comment
13 that if a grandparent lives here and their
14 grandson or daughter were to visit for the
15 summer, would the neighbors start calling and I
16 was flat-footed on that and so I just wonder if
17 the intent is sort of misinformed, which is that
18 we don't want young families here, or we are
19 trying to prevent difficult dialogue perhaps
20 with the school district, and to me it's just --
21 it's probably over-engineering a response to
22 something that really is a nonissue and could

09 08 22PW

1 have unintended consequences.
2 MR. KRILLENBERGER: Julie, you are the
3 closest person to taking the other side of this,
4 I think. What is the other side? You mentioned
5 a study or information or experience about the
6 schools, is there anything else about the
7 neighborhood or anything that we don't want
8 children around?

09 09 03PW

9 CHAIRMAN CASHMAN: Most of the big
10 concerns is about Central because Central has
11 2,800 students, South has 1,400 and I think it's
12 really on the high school level that's the
13 biggest issue.

14 MR. KRILLENBERGER: So your question is
15 right on the point. When Hinsdale Meadows came
16 around, there was statistics, there was
17 information, but is the school showing up? This
18 is only a 12-unit development, I don't want to
19 make a precedent so somebody comes in with a
20 300-unit place; I'm sure they would get a
21 different reception, but I guess I don't see the
22 other side of it if this type of place is not

09 09 35PW

1 encouraging to young families. The
2 affordability because that's a pretty affordable
3 joint might attract somebody who wants to just
4 put their kid in the school.

5 CHAIRMAN CASHMAN: Could be just a
6 onesie/twosie thing. Who knows.

7 MR. KRILLENBERGER: Welcome to
8 Hinsdale, I guess.

09 10 12PW

9 MS. CRNOVICH: That's why I'd like to
10 see some data. Years ago I believe Hinsdale
11 Central had to start doing like when you
12 registered you had to show proof because so many
13 were sneaking in or they move here just for the
14 high school, which is fine. You might be
15 surprised. I would just like to see some data
16 maybe from Hinsdale Meadows.

17 CHAIRMAN CASHMAN: Look back to the
18 Hinsdale Meadows package, there's some -- it was
19 a discussion. I mean that took a year and a
20 half, I think so there's plenty of discussion
21 but you can see you will probably find some
22 information in there and it would just be

09 10 37PW

1 helpful to have.

2 MR. MITCHELL: I would like to offer
3 something. So there's Foxford Station, which is
4 a pretty tasteful development in downtown
5 Western Springs. It would be considered a comp
6 to this in some respect, it's walkable. Why
7 don't you let us try to identify how many. We
8 are in touch with the folks in Western Springs.
9 So let us try to identify if there's any
10 schoolchildren there.

09:11:26PM

11 The second suggestion was the
12 downtown Clarendon there's a 14-unit development
13 at Prospect and Park and we know the developer,
14 let us inquire about the number of
15 schoolchildren.

16 MS. CRNOVICH: That's District 86,
17 that's what I'm looking for.

18 MR. MITCHELL: I think that would
19 inform the board perhaps even more than what
20 occurred with Hinsdale Meadows.

09:11:28PM

21 MS. CRNOVICH: Yes.

22 CHAIRMAN CASHMAN: These questions

1 might help you better with that group. They are
2 the handcuff group.

3 MR. MITCHELL: I'm actually so
4 encouraged that this came and I don't mean to
5 present ourselves as sheepish but we didn't want
6 to fall on our sword on this topic and we
7 vehemently disagreed with the underlying
8 rationale.

9 MR. O'CONNOR: We will still do the
10 project with that restriction.

09:11:33PM

11 MR. KRILLENBERGER: Well, this is a
12 public meeting and representatives of District
13 86 or 81 had the opportunity to show up and make
14 comments. I think the Clarendon Hills
15 development would be useful information
16 anecdotally.

17 MR. MITCHELL: We will track that down.

18 The last thing is people want their
19 children to go to Hinsdale schools and I would
20 just say if there were gamesmanship around that
21 I don't view this building as part of that. I
22 think there are apartments that can be rented in

09:12:22PM

1 town that are much more affordable that would be
2 a more logical way to gain the system and
3 there's home rentals that are available that
4 would be a much more likely way to gain the
5 system than actually buying a three quarter of a
6 million dollar condominium building.

7 CHAIRMAN CASHMAN: And I think those
8 apartments across that are not in Hinsdale and
9 DuPage county across, that's a smart place to
10 move if you want to get your kids in District 86
11 and we've all seen that.

09:12:48PM

12 MR. MITCHELL: Your comment was be
13 prepared to be able to address this and have the
14 information and Julie's comment on the data and
15 I think that we can do a better job of
16 harvesting some of that and being able to speak
17 to it.

18 MS. CRNOVICH: Thank you.

19 MR. MITCHELL: So thank you.

09:13:51PM

20 CHAIRMAN CASHMAN: Cynthia?

21 MS. CURRY: You have answered

22 everything that was -- I agree with Julie, just

1 a little bit more information, be ahead of the
2 game. I'd hate to see a grandparent who's
3 living there who wants to have their child come
4 and spend a month in the summer be restricted
5 from doing that, however you might not want to
6 have someone with five kids living next door.
7 So I think to take a look at that would be good.
8 Thank you.

9 CHAIRMAN CASHMAN: Thank you.

09:13:39PM

10 Commissioners, other thoughts,
11 comments?

12 So we have basically text amendment,
13 planned development concept plan, special use
14 permit. So on all of these are these on a
15 conceptual level or is it just the planned
16 development that's a conceptual level?

17 MS. SALMON: So it is just the planned
18 development that's conceptual level but they
19 will be grouped into an ordinance and they will
20 be conditioned on future approvals.

09:14:08PM

21 So those future approvals are the
22 detail plan that will come back to everyone for

<p style="text-align: center;">102</p> <p>1 future review. The final plan is administrative</p> <p>2 after that. Also, there will be a plat of</p> <p>3 subdivision to allow for that property line to</p> <p>4 be moved over. And then as part of that, that</p> <p>5 map amendment to rezone the property. And then</p> <p>6 the final exterior appearance and site plan</p> <p>7 review.</p> <p>8 So those will be done later when it</p> <p>9 comes back but this approval now would be null</p> <p>09 14 37PM 10 and void without those in the future.</p> <p>11 So one other approval for right now</p> <p>12 though is that major adjustment to the existing</p> <p>13 planned development.</p> <p>14 CHAIRMAN CASHMAN: So the first one,</p> <p>15 the text amendment, is basically adding text</p> <p>16 amendment special use to the O-1.</p> <p>17 MS. SALMON: Correct.</p> <p>18 CHAIRMAN CASHMAN: Which when you look</p> <p>19 at the zoning map and the idea this going from</p> <p>09 14 57PM 20 institutional use to something else, I mean,</p> <p>21 just seems to make a lot of sense to me. I</p> <p>22 don't know if any commissioners have an issue</p>	<p style="text-align: center;">104</p> <p>1 think this could actually create issues in the</p> <p>2 future to other planned development if we looked</p> <p>3 at this as being minor. Because we are actually</p> <p>4 changing the map, we are changing the use of the</p> <p>5 property, we are changing FAR, which helps the</p> <p>6 church out. I just think this is a bridge too</p> <p>7 far so that would be my thought on that.</p> <p>8 MS. CRNOVICH: So will this require a</p> <p>9 map amendment, too, Steve?</p> <p>09 16 38PM 10 MS. SALMON: A map amendment will</p> <p>11 happen in the future. That's for future</p> <p>12 consideration. And the reason we can't do that</p> <p>13 map amendment right now to rezone the property</p> <p>14 is because we technically do the subdivision</p> <p>15 with the detail plan. Actually have to push the</p> <p>16 entire rezoning back. We don't have the</p> <p>17 property yet to actually rezone it.</p> <p>18 MS. CRNOVICH: Okay.</p> <p>19 CHAIRMAN CASHMAN: So I guess let's</p> <p>09 17 00PM 20 start with do I have a motion to approve the</p> <p>21 text amendment as submitted to add this</p> <p>22 lifestyle housing as a special use to the O-1</p>
<p style="text-align: center;">103</p> <p>1 with that but that seems to make a lot of sense.</p> <p>2 The planned development concept</p> <p>3 plan, I think expressed I think everyone -- and</p> <p>4 we'll ask for a motion on this, but I think</p> <p>5 everyone likes the concept and I think we need</p> <p>6 more details but so far it seems like the</p> <p>7 details are things that hopefully can be worked</p> <p>8 out.</p> <p>9 The age-restricted, I mean, that's</p> <p>09 15 26PM 10 ultimately going to come to the board, but we</p> <p>11 can maybe add a comment or recommendations of</p> <p>12 our thoughts on that and then the special use</p> <p>13 permit is something we can talk about.</p> <p>14 And then the final one I made a</p> <p>15 comment earlier but -- not to make you jump</p> <p>16 through more hoops, but I do think it's a pretty</p> <p>17 -- this is on Page 8 of Bethany's memorandum,</p> <p>18 and I do think it's a pretty -- these issues</p> <p>19 come up administratively with some minor changes</p> <p>09 16 01PM 20 to planned developments and I just think this is</p> <p>21 significant enough that what the staff has</p> <p>22 recommended I think we should follow. I just</p>	<p style="text-align: center;">105</p> <p>1 district?</p> <p>2 MR. WILLOBEE: So moved.</p> <p>3 MS. CRNOVICH: Second.</p> <p>4 CHAIRMAN CASHMAN: Can I have a roll</p> <p>5 call vote, please, Bethany.</p> <p>6 MS. SALMON: Commissioner Curry?</p> <p>7 MS. CURRY: Aye.</p> <p>8 MS. SALMON: Commissioner</p> <p>9 Krillenberger?</p> <p>10 MR. KRILLENBERGER: Aye.</p> <p>11 MS. SALMON: Commissioner Crnovich?</p> <p>12 MS. CRNOVICH: Aye.</p> <p>13 MS. SALMON: Commissioner Willobee?</p> <p>14 MR. WILLOBEE: Aye.</p> <p>15 MS. SALMON: Commissioner Fiascone?</p> <p>16 MS. FIASCONE: Aye.</p> <p>17 MS. SALMON: Commissioner Moore?</p> <p>18 MR. MOORE: Aye.</p> <p>19 MS. SALMON: Chairman Cashman?</p> <p>09 17 25PM 20 CHAIRMAN CASHMAN: Aye.</p> <p>21 Next for the planned development</p> <p>22 concept plan. Do I have a motion to approve the</p>

1 concept plan with the suggestion that it be
 2 modified to age-targeted versus age-restricted?
 3 MR. KRILLENBERGER: Krillenberg so
 4 motions.
 5 CHAIRMAN CASHMAN: Do I have a second?
 6 MS. CURRY: Second.
 7 CHAIRMAN CASHMAN: Can I have a roll
 8 call, please, Bethany?
 9 MS. SALMON: Commissioner Curry?
 10 MS. CURRY: Aye.
 11 MS. SALMON: Commissioner
 12 Krillenberg?
 13 MR. KRILLENBERGER: Aye.
 14 MS. SALMON: Commissioner Crnovich?
 15 MS. CRNOVICH: Aye.
 16 MS. SALMON: Commissioner Willobee?
 17 MR. WILLOBEE: Aye.
 18 MS. SALMON: Commissioner Fiascone?
 19 MS. FIASCONE: Aye.
 20 MS. SALMON: Commissioner Moore?
 21 MR. MOORE: Aye.
 22 MS. SALMON: Chairman Cashman?

1 CHAIRMAN CASHMAN: Aye.
 2 And then third, do I have a motion
 3 to approve the special use permit to allow the
 4 development of the Vine Street Station
 5 consisting of 12 age-targeted lifestyle housing
 6 units as submitted?
 7 MS. CRNOVICH: So moved.
 8 MR. WILLOBEE: Second.
 9 CHAIRMAN CASHMAN: Roll call vote,
 10 please, Bethany.
 11 MS. SALMON: Commissioner Curry?
 12 MS. CURRY: Aye.
 13 MS. SALMON: Commissioner
 14 Krillenberg?
 15 MR. KRILLENBERGER: Aye.
 16 MS. SALMON: Commissioner Crnovich?
 17 MS. CRNOVICH: Aye.
 18 MS. SALMON: Commissioner Willobee?
 19 MR. WILLOBEE: Aye.
 20 MS. SALMON: Commissioner Fiascone?
 21 MS. FIASCONE: Aye.
 22 MS. SALMON: Commissioner Moore?

1 MR. MOORE: Aye.
 2 MS. SALMON: Chairman Cashman?
 3 CHAIRMAN CASHMAN: Aye.
 4 And I guess the fourth would be to
 5 follow the staff's recommendation that this
 6 would be a major adjustment to the Zion Lutheran
 7 Church planned development and it would not be
 8 within substantial conformity with the approved
 9 plans.
 10 MR. WILLOBEE: So moved.
 11 CHAIRMAN CASHMAN: Is there a second?
 12 MS. CRNOVICH: Second.
 13 CHAIRMAN CASHMAN: Roll call, please,
 14 Bethany.
 15 MS. SALMON: Commissioner Curry?
 16 MS. CURRY: Aye.
 17 MS. SALMON: Commissioner
 18 Krillenberg?
 19 MR. KRILLENBERGER: Aye.
 20 MS. SALMON: Commissioner Crnovich?
 21 MS. CRNOVICH: Aye.
 22 MS. SALMON: Commissioner Willobee?

1 MR. WILLOBEE: Aye.
 2 MS. SALMON: Commissioner Fiascone?
 3 MS. FIASCONE: Aye.
 4 MS. SALMON: Commissioner Moore?
 5 MR. MOORE: Aye.
 6 MS. SALMON: Chairman Cashman?
 7 CHAIRMAN CASHMAN: Aye.
 8 Thank you very much. Good luck.
 9 We will see you again.
 10 MR. MITCHELL: Thank you all.
 11 CHAIRMAN CASHMAN: Do I have a motion
 12 to adjourn?
 13 MR. KRILLENBERGER: Krillenberg so
 14 moves.
 15 MS. CURRY: Second.
 16 CHAIRMAN CASHMAN: All in favor say
 17 aye.
 18 (WHICH, were all of the
 19 proceedings had, evidence
 20 offered or received in the
 21 above entitled cause.)
 22

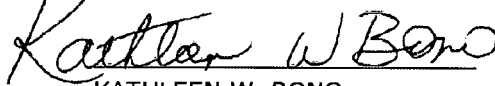
STATE OF ILLINOIS)

) ss:

COUNTY OF DU PAGE)

I, KATHLEEN W. BONO, Certified Shorthand Reporter, Notary Public in and for the County DuPage, State of Illinois, do hereby certify that previous to the commencement of the examination and testimony of the various witnesses herein, they were duly sworn by me to testify the truth in relation to the matters pertaining hereto; that the testimony given by said witnesses was reduced to writing by means of shorthand and thereafter transcribed into typewritten form; and that the foregoing is a true, correct and complete transcript of my shorthand notes so taken aforesaid.

IN TESTIMONY WHEREOF I have hereunto set my hand and affix my electronic signature this 24th day of June, A.D. 2022.



KATHLEEN W. BONO

C.S.R. No. 84-1423

Notary Public, DuPage County

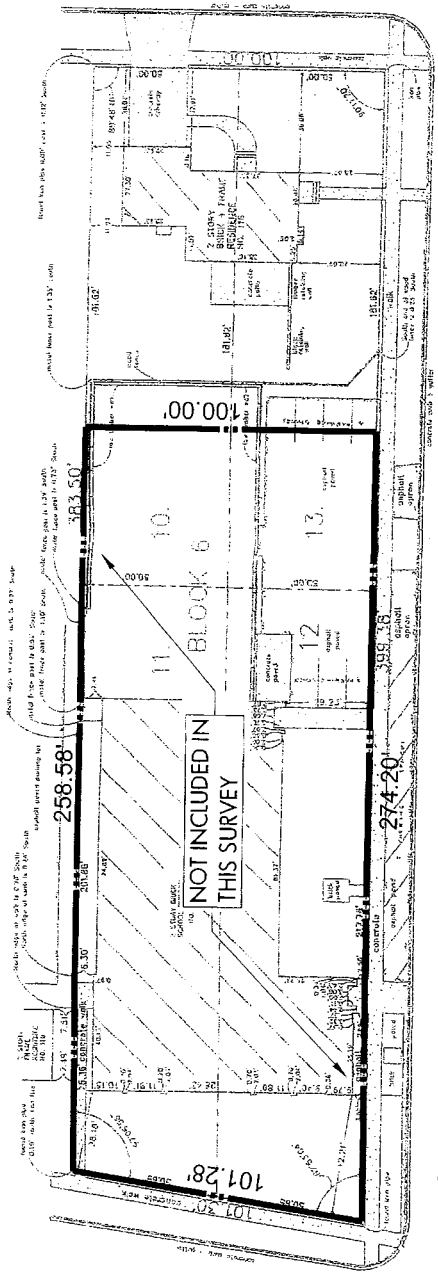
EXHIBIT C

**SITE PLAN
(ATTACHED)**

Plot of Survey

RECORD OF DEEDS
IN THE CITY OF
PORTLAND, OREGON
RECORDED IN BOOK
100, PAGE 100

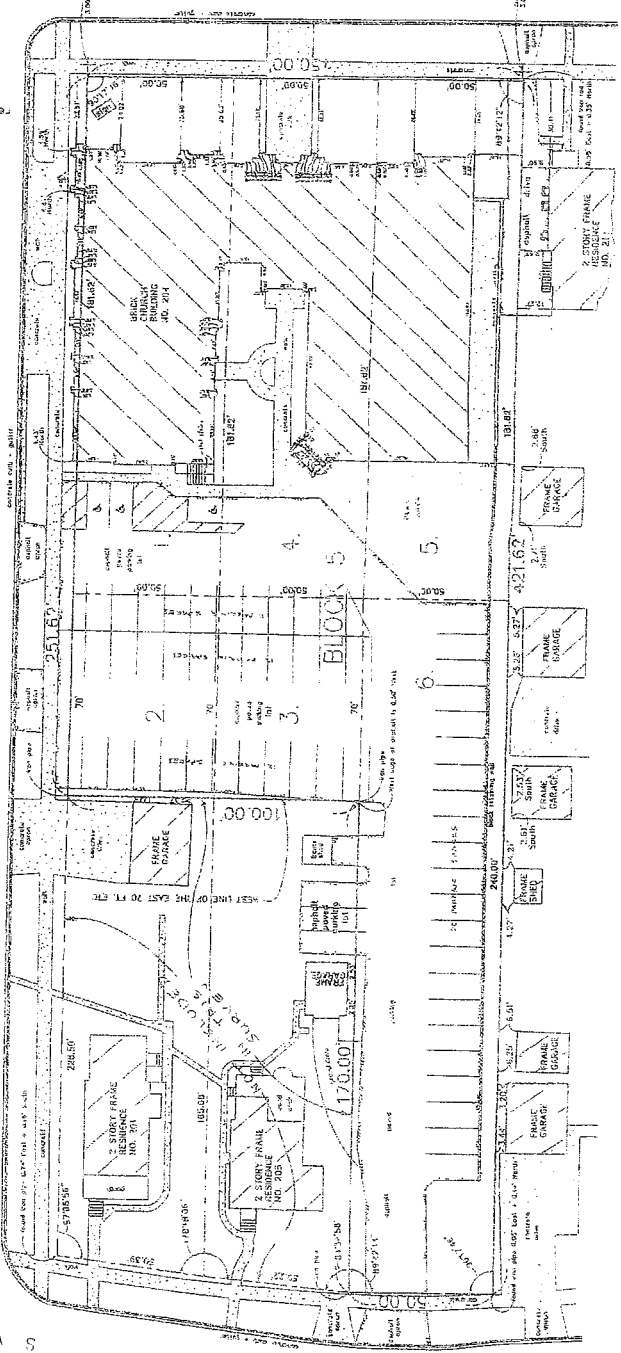
THIS SURVEY WAS MADE BY THE
SPECIAL AGENT IN CHARGE OF THE
LAND OFFICE OF THE CITY OF
PORTLAND, OREGON, IN THE
MONTH OF MAY, 1912, AND
IS HEREBY CERTIFIED TO BE
TRUE AND CORRECT.



WINE STREET

W 2ND STREET

GRANT STREET



RECORD OF DEEDS
IN THE CITY OF
PORTLAND, OREGON
RECORDED IN BOOK
100, PAGE 100

THIS SURVEY WAS MADE BY THE
SPECIAL AGENT IN CHARGE OF THE
LAND OFFICE OF THE CITY OF
PORTLAND, OREGON, IN THE
MONTH OF MAY, 1912, AND
IS HEREBY CERTIFIED TO BE
TRUE AND CORRECT.

DP-1

SHEET NO.

PROJECT

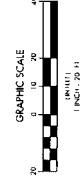
DIMENSIONED PLAN - LOT ADJUSTMENT
ADAPTIVE REUSE OF ZION SCHOOL
125 S. VINE STREET, HINSDALE, IL



Civeworks Consulting, LLC
CIVIL ENGINEERS - PLANNERS - DEVELOPMENT CONSULTANTS

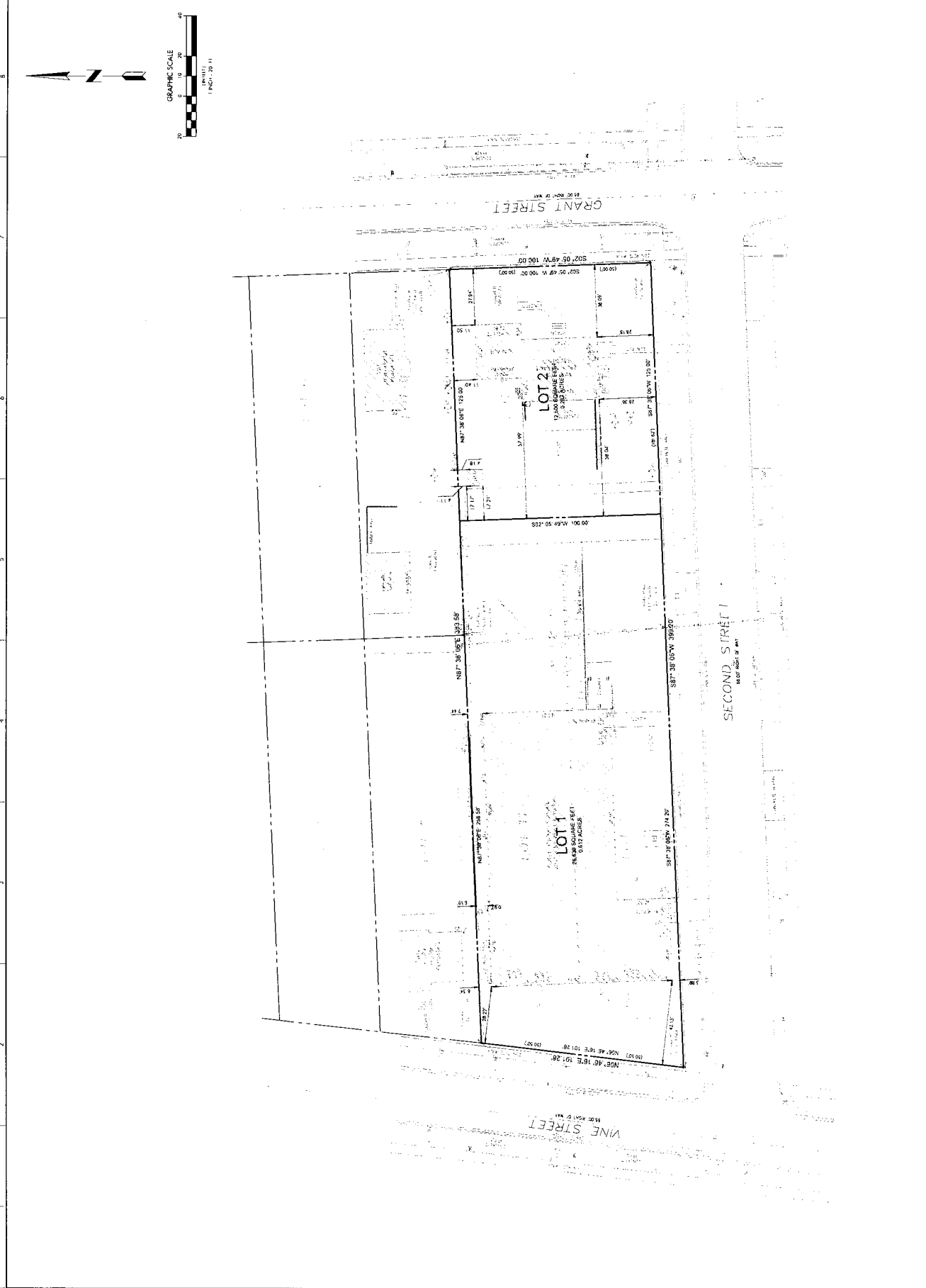
2401 N. NORTON AVENUE
CHICAGO, ILLINOIS 60641
TEL: (773) 333-7400
FAX: (773) 333-7400
WWW.CIVILWORKS-LLC.COM

REVISIONS



2 3 4 5 6 7 8

2 3 4 5 6 7 8





REQUEST FOR BOARD ACTION

Community Development

AGENDA SECTION: Second Reading – ZPS

SUBJECT: Temporary Use Permit to allow for a Food Truck for Hinsdale Falcon Football at Hinsdale Central High School located at 5500 S. Grant Street - Case A-19-2022

MEETING DATE: August 16, 2022

FROM: Bethany Salmon, Village Planner

Recommended Motion

Move to approve a Temporary Use Permit to allow for a Food Truck for Hinsdale Falcon Football near Dickinson Field at Hinsdale Central High School located at 5500 S. Grant Street from August 27, 2022 to November 6, 2022, subject to conditions to be set forth by the Building Commissioner.

Background

The applicant, Hinsdale Falcon Football, has submitted a temporary use permit application requesting approval to allow for the operation of a food truck near Dickinson Field at Hinsdale Central High School from August 27, 2022 to November 6, 2022. The subject property is located in the IB Institutional Buildings District.

The food truck will provide concessions for Falcon Football home games, which are played on Saturdays and Sundays from 8:00am to 5:30 pm, and would only be allowed on the premises when Falcon home games are taking place. The food truck will be parked to the west of the huddle house in the gated off area south of Dickinson field on the east side of Madison Street near the intersection of 56th Street. Because this area is fenced off and not accessible to the public for parking, parking will not be impacted. The applicant provided staff with an email from Hinsdale Central High School acknowledging that Hinsdale Falcon Football may operate from this location.

Hinsdale Falcon Football is still working to determine a specific food truck operator and will provide additional information to the Village when an operator is selected. The chosen food truck operator must provide the Village with its approval from the DuPage County Health Department and details on any electric or water connections, if needed to operate.

Food trucks would be subject to paying sales tax (6.25% State Sales Tax, 1% Hinsdale Local Sales Tax, 0.75% Regional Transportation Authority (RTA) Tax = 8% Sales tax remitted to State on Sales Tax Return). The Village's 1% Local Sales Tax is provided back to the Village through the State. Additionally, Hinsdale collects an additional 1% Places for Eating tax, which is paid directly to the Village.

Temporary Uses – Village Code Requirements

Permitted temporary uses are listed in Section 9-103 of the Village's Zoning Code. Temporary uses identified in the Code may be approved by the Village Manager, subject to meeting any specific regulations and time limits listed in the Code.

Food trucks or mobile food vendors are not specifically identified as a permitted temporary use. Where a temporary use is not specifically listed, the Board of Trustees may approve such use provided that the use is consistent with the purposes and intent of the Code and the regulations of the zoning district in which such use is located. The Board of Trustees may also establish a limitation on the duration of the temporary use or other conditions of approval. Temporary uses are subject to meeting the regulations listed in Section 9-103(F).



REQUEST FOR BOARD ACTION

It should be noted that Title 3, Chapter 11 of the Village Code regulates Solicitation in Hinsdale. Per the Village's current code requirements, solicitation may only occur if a valid permit is issued by the Village. Solicitation from a motorized vehicle is not allowed, which effectively would prevent an ice cream truck from driving around on Village streets due to safety concerns from kids chasing ice cream trucks. However, the Village does allow food trucks to sell food at Village events, such as Uniquely Thursday's and the Farmers Market.

Discussion & Recommendation

N/A

Village Board and/or Committee Action

This item appears without benefit of a first reading, due to time sensitivity.

Documents Attached

1. Application for a Temporary Use Permit and Exhibits

**VILLAGE OF HINSDALE
APPLICATION FOR TEMPORARY USE**

Address of proposed request: HINSDALE CENTRAL HIGH SCHOOL DICKENSON FIELD
5615 S. MADISON ST., HINSDALE, IL.

APPLICATION FOR TEMPORARY USE (please include Certificate of Zoning Compliance App.)

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

9. *Others*: In any district, any other temporary use consistent with the purposes of this code and with the purposes and intent of the regulations of the district in which such use is located; provided, however, that any such use shall require the specific prior approval of the board of trustees. The board of trustees shall establish a limitation on the duration of every temporary use approved pursuant to this subsection D9. Any approval granted hereunder shall be deemed to authorize only the particular use for which it was given, and shall not be construed to be any right or entitlement to any subsequent approval hereunder for the applicant or any other person.

Owner: HINSDALE FALCON FOOTBALL Date: AUG. 5, 2022

Phone: (630) 743-1100 Email: mkscmsharp@gmail.com

Temporary Use Period Requested:

From: AUG. 27, 2022 through NOV. 6, 2022

Nature of Temporary Use Request:

USE OF HCHS DICKENSON FIELD FOR A FOOD TRUCK TO PROVIDE
CONCESSION AT FALCON FOOTBALL GAMES.

Signature of Owner: _____

Village Manager Date: _____, 20____

OR

Date of Village Board Approval: _____, 20____

For Office Use Only
\$100 Fee Paid ☐

Date: _____

Received By: _____

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: HINSDALE FALCON FOOTBALL

Owner's name (if different): HINSDALE CENTRAL HIGH SCHOOL

Property address: 5615 S. MADISON ST., HINSDALE, IL

Property legal description: [attach to this form]

Present zoning classification: IB, Institutional Buildings

Square footage of property: _____

Lot area per dwelling: _____

Lot dimensions: _____ x _____

Current use of property: HCHS APPROVED EVENTS

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

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

Brief description of request and proposal:

TEMPORARY USE OF DICKENSON FIELD TO ALLOW A FOOD TRUCK TO
PROVIDE CONCESSIONS AT FALCON FOOTBALL GAMES.

Plans & Specifications: [submit with this form]

Provided: Required by Code:

Yards:

front: N/A N/A
interior side(s) N/A / N/A

Provided:

Required by Code:

corner side
rear

N/A
N/A

N/A
N/A

Setbacks (businesses and offices):

front:

N/A
N/A

N/A
N/A

interior side(s)

corner side

rear

others:

Ogden Ave. Center:

York Rd. Center:

Forest Preserve:

N/A
N/A
N/A
N/A
N/A
N/A
N/A
N/A

N/A
N/A
N/A
N/A
N/A
N/A
N/A
N/A

Building heights:

principal building(s):

accessory building(s):

N/A
N/A

N/A
N/A

Maximum Elevations:

principal building(s):

accessory building(s):

N/A
N/A

N/A
N/A

Dwelling unit size(s):

N/A

N/A

Total building coverage:

N/A

N/A

Total lot coverage:

N/A

N/A

Floor area ratio:

N/A

N/A

Accessory building(s):

N/A.

Spacing between buildings:[depict on attached plans]

principal building(s):

accessory building(s):

N/A
N/A

N/A
N/A

N/A
N/A

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

Number of loading spaces required: N/A.

Statement of applicant:

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

By:

Applicant's signature

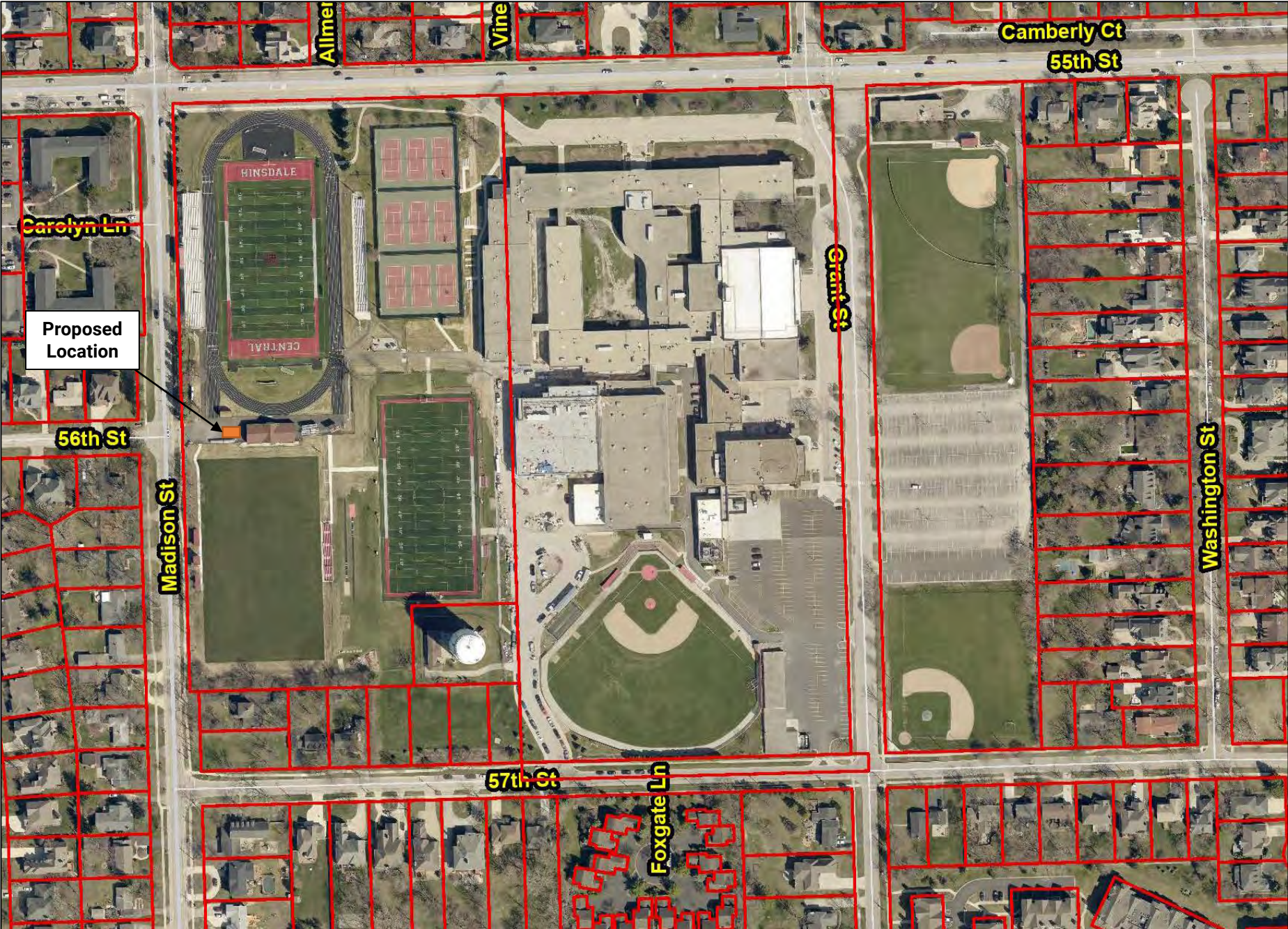
KAY SHARPLES FOR HINSDALE FALCON FOOTBALL
Applicant's printed name

Dated: _____, 20____.

Hinsdale Falcon Football – Food Truck Location



Hinsdale Falcon Football – Food Truck Location





9b

MEMORANDUM

DATE: August 11, 2022
TO: President Tom Cauley & Village Board of Trustees
CC: Kathleen A. Gargano
FROM: Christine M. Bruton, Village Clerk
RE: Request for Class B1 Restaurant Liquor License

The Village has received a request from Toni Patisserie & Café to upgrade their current A1 – Packaged Beer & Wine liquor license to a B1 – Restaurant license serving beer and wine. They have held their current license since March 2021, and are in good standing. Attached is a letter from the owners outlining the reasons for this request.

Thank you.

Toni Patisserie & Cafe
51 S Washington St
Hinsdale, IL 60521

Dear Village of Hinsdale Trustees,

In March of 2021, the Village approved our application to sell wine at Toni Patisserie. The license, A-1 Packaged Beer & Wine, has served us well and has received a great reception from our customers. As our business continues to grow and evolve, we believe the time has come to upgrade our offering and allow for on-premise consumption. In the past two years our dine-in business has grown substantially, and many of our customers have inquired about purchasing our wine to enjoy with their meal.

Our initial plan is to offer five wines served by the glass, two red wines, two white wines, and one sparkling wine, in addition to by-the-bottle service. We also plan to offer two to three beers for on-premise consumption. As we will not have a bar in the traditionally sense, the responsibility of pouring and serving the wine and beer will fall to the on-duty manager or supervisor.

We have no plans to change our hours of operation at this time, and as such we close at 5:30 pm Monday through Saturday and at 3:00 pm on Sunday. Since we are not operating during traditional dinner hours, we do not anticipate that adding on-premise consumption will be a major revenue contributor. But we do believe it will provide a better experience for our customers and enhance the French Café reputation we have established.

We appreciate your consideration in the matter and look forward to our continued success as part of the Hinsdale business community.

Sincerely,

Toni Marie Cox - Proprietor

Paul Pell - Proprietor



MEMORANDUM

TO: President Cauley and the Board of Trustees
FROM: Matthew Lew, PE
DATE: August 16, 2022
RE: Engineering Division Monthly Report—July 2022

Overview

The Engineering Division collaborates with the Public Services and Community Development Departments to manage Capital Improvement Projects, provide private property reviews, and address environmental permit obligations.

Active Significant Projects

2022 S. Garfield Street Reconstruction (Hinsdale Avenue to 55th Street)

- Improve Garfield Street as a new concrete roadway utilizing partial federal funding with oversight from the Illinois Department of Transportation
- First to Seventh street segment is substantially completed, and Seventh to 55th street segment is currently being improved
- Improvements are scheduled to be substantially completed in October

2022 Sidewalk Project (various locations)

- Improvements are identified and are scheduled to be completed in September

Telecommunications Permit Applications

Staff and the Village telecommunications consultant continue to review telecommunications permit applications under Village jurisdiction. The following is a summary of related permit applications in 2021-2022*:

Company	Location	Description	Approval Status	Approval Date
AT&T	Various Neighborhoods	Ph 3: Replace copper wire with fiber optic	Pending	
Crown Castle	Taft Rd. and Woodland Ave.	Install 5G small cell equipment	Pending	
AT&T	Hinsdale Water Tower	Upgrade antenna & equipment to 5G	Pending	

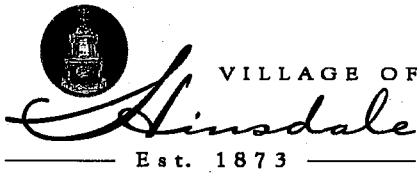
MEMORANDUM

Verizon	Elm St.	Install fiber optic	Approved	08/08/22
AT&T	Various Neighborhoods	Ph 2: Replace copper wire with fiber optic	Approved	10/25/21
Verizon	Hinsdale Water Tower	Upgrade equipment	Approved	10/20/21
AT&T	Various Streets	Maintenance of eight existing small cell locations	Approved	09/23/21
Crown Castle	York Rd., The Lane, N. Garfield St., Maple St., S. Lincoln St.	Install conduit & fiber optic cable for governmental user	Approved	06/15/21
Metronet	Various Streets	Install fiber optic cables to interconnect all District 181	Approved	03/15/21
T-Mobile	Hinsdale Water Tower	Upgrade antenna & equipment to 5G	Approved	01/04/21

*All private utility construction permits can be viewed on the Village website under Departments > Public Services > Private Utility Construction.

Conclusion

The Engineering Division strives to continue providing Village stakeholders with prompt and professional service.



MEMORANDUM

DATE: July 26, 2022
TO: President Cauley and the Village Board of Trustees
CC: Kathleen A. Gargano, Village Manager
FROM: Robert McGinnis, Community Development Director/Building Commissioner *RM*
RE: **Community Development Department Monthly Report-June 2022**

In the month of June, the department issued 159 permits including 7 new single family homes, 21 residential alterations, 6 commercial alterations, and 4 demolition permits. The department conducted 437 inspections and revenue for the month came in at just over \$210,500.

There are approximately 79 applications in house, including 12 single-family homes and 18 commercial alterations. There are 60 permits ready to issue at this time, plan review turnaround is running approximately 3-4 weeks, and lead times for inspection requests are running approximately 24 hours.

The Engineering Division has continued to work with the department in order to complete site inspections and respond to drainage complaints. In total, 59 engineering inspections were performed in the month of June by the division. This does not include any inspection of road program work and is primarily tied to building construction and drainage complaints.

We currently have 16 vacant properties on our registry list. The department continues to pursue owners of vacant and blighted properties to either demolish them and restore the lots or come into compliance with the property maintenance code.

COMMUNITY DEVELOPMENT MONTHLY REPORT June 2022

PERMITS	THIS MONTH	THIS MONTH LAST YEAR	FEES	FY TO DATE	TOTAL LAST YEAR TO DATE
New Single Family Homes	7	1			
New Multi Family Homes	0	0			
Residential Addns./Alts.	21	19			
Commercial New	0	0			
Commercial Addns./Alts.	6	8			
Miscellaneous	58	48			
Demolitions	4	2			
Total Building Permits	96	78	\$ 172,755.00	\$664,204.00	\$588,132.00
Total Electrical Permits	27	19	\$ 10,733.00	\$ 44,614.00	\$41,284.00
Total Plumbing Permits	36	20	\$ 27,137.00	\$ 89,786.00	\$86,877.00
TOTALS	159	117	\$ 210,625.00	\$798,604.00	\$ 716,293.00

Citations			\$0		
Vacant Properties	16				

INSPECTIONS	THIS MONTH	THIS MONTH LAST YEAR			
Bldg, Elec, HVAC	261	209			
Plumbing	41	34			
Property Maint./Site Mgmt.	76	72			
Engineering	59	70			
TOTALS	437	385			

REMARKS:

VILLAGE OF HINSDALE - June 14, :

2020

Name	Ticket NO.	Location	Violation	Ord Fine	Result
Thomas Burke	12683	104 N. Garfield	Property Maintenance	250	continued for sentencir
				250	

Total:

0

TOTAL:

0